



Fourteenth session

The Hague, 18-26 November 2015

Second interim report on the activities of the Oversight Committee*

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* Previously issued as CBF/25/9.

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I. Introduction

1. At its sixth session (2007) the Assembly of States Parties established an Oversight Committee (the “Committee”) as a subsidiary body of the Assembly to provide strategic oversight for the permanent premises project.¹
2. The present report is submitted in accordance with resolution ICC-ASP/6/Res.1, annex II, paragraph 14, which provides that the Oversight Committee shall provide regular progress reports to the Committee on Budget and Finance prior to its meetings and shall submit for advice any submissions with financial implications for the Assembly.
3. Since the twenty-fourth session of the Committee on Budget and Finance, held in April 2014, the Oversight Committee has held 17 meetings: on 28 May, 2, 9, 16, 18, 22 and 23 June, 2, 10 and 30 July, 13, 17, 25 and 26 August, 11, 15 and 18 September 2015 under the Chairmanship of Mr. Roberto Bellelli (Italy). The Committee submitted a report to the resumed thirteenth session of the Assembly.² The Assembly adopted resolution ICC-ASP/13/Res.6 on the permanent premises on 25 June 2015.
4. The Project Director, Mr. Neil Bradley, resigned on 27 May 2015, effective on 3 July 2015. The Committee conducted a competitive recruitment process under the chairmanship of H.E. Mr. John Neary (Ireland) and the new Project Director, Mr. Kenneth Jeavons (United Kingdom), entered on duty on 11 August 2015.

II. Overview of the status and cost of the unified project

A. Unification of the construction and transition projects

5. The construction and transition projects had been unified since 5 July 2013 into a single permanent premises project, by decision of the Oversight Committee in full agreement with the Court. The Project Director - as the manager of all aspects related to the unified project and previously separately governed under the respective authorities of the Committee and of the Registrar - reports to both the Committee and to the Registrar, on the operations and the finances of both the construction and the transition projects. These changes are reflected in the governance structure of the project.³

B. Status and cost of the construction project

1. Status of the project

(a) Timelines

6. While the contract deadline initially foresaw completion on 15 July 2015, the 1 September 2015 postponed deadline was also not met. Although the construction project has been mostly completed there remains work to be done, in particular regarding testing and commissioning. As a consequence, the take-over of the premises from the constructor has been delayed until between 1 and 15 October 2015. However, the period between 1 September and December 2015 is still fully available for the Court to prepare for the move from the interim to the permanent premises. As a consequence, the actual move of the Court has not be affected and will still take place between 30 November and 11 December 2015. Under the contract, the Contractor is bound to pay a penalty of €10,000 per day, which should compensate the extra costs caused by the delay after 1 September 2015. The construction project includes the guarantee period that will run up to one year after the handing over of the premises by the constructor to the Court, which will take place between 1 and 15 October 2015.

¹ *Official Records of the Assembly of States Parties to the Rome Statute of the International Criminal Court, Sixth session, New York, 30 November - 14 December 2007* (ICC-ASP/6/20), vol. I, part III, ICC-ASP/6/Res.1, para. 5 and annex II.

² *Official Records of the Assembly of States Parties to the Rome Statute of the International Criminal Court, resumed thirteenth session, The Hague, 24 – 25 June 2015* (ICC-ASP/13/20/Add.1), annex III.

³ Report on the activities of the Oversight Committee, ICC-ASP/12/43, paragraphs 43, 60-62, annexes I, II, and XI (resolution ICC-ASP/12/Res.2, paragraphs 14 to 24).

(b) *Budget*

7. The unified project budget authorization developed as follows:

2013 = €195.7 million, of which €184.4 for construction and €11.3 for transition;⁴

2014 = €200 million (delegation of authority to the Committee to increase by €4.3 million)⁵

2015 = €206 million, with end project expenditures at €204 million (provided that the NEC 3 contract sharing mechanisms will produce the expected results).⁶

Including an estimated figure of €8 million from the regular annual budgets of the Court,⁷ the total project estimated costs currently stand at €12 million.

(c) *Assembly delegation of authority to increase the budget up to €4.3 million*

8. At its thirteenth session, the Assembly delegated to the Committee the authority “to make decisions, as a measure of last resort and as necessary and appropriate, for any increases of the project budget up to €4.3 million in 2015, thus bringing the budget authorisation from €195.7 million up to a maximum of €200 million, to ensure the financial security of the project”.⁸

9. In accordance with the mandate of the Assembly,⁹ the Committee continued implementing control on expenditure through the established procedure, including by revising – upon advice of its independent Expert - the detailed information contained in the monthly progress reports and authorizing expenditures quality.

10. In the absence of a revised procedure, the Committee was presented with cost increases to be approved only once the obligations had already been entered which, in accordance with the previous procedure approved by the Committee in 2014,¹⁰ was only possible for expenditures up to €150,000. As a consequence the Committee was called in a number of instances to only ratify decisions that had been taken by the Project Director.

11. As a result of these decisions by 15 April 2015 the total amount approved by the Committee amounted to €3,261,092, against the maximum €4.3 million delegated to it by the Assembly. As a result, the Committee noted that as at that date €1,038,908 was the remaining potential budget increase it could possibly approve until the end of the project, and that the financial security of the project would have to be ensured on this basis, i.e. within a financial envelope of no more than €200 million.

12. Since 27 March 2015, the independent Expert of the Committee had noted the risk that a possible settlement of the pending issues with the general contractor (compensation events) through an adjudication procedure would have posed, as opposed to reaching a negotiated agreement at a fixed cost amount.

13. Upon an analysis of the different cost scenarios submitted to it by the Project Director, on 20 April 2015 the Committee decided to authorize the Project Director to negotiate with the General Contractor (“Courtys”) a wrap-up deal that would have settled the cost uncertainties at the maximum level of €3 million, i.e. within the maximum figure of the available €4.3 million reserve, thus ensuring project completion within budget authorization.

14. However, on 28 May 2015 the Project Director reported to the Committee that mistakes had been made in the calculations supporting the different scenarios, that would

⁴ ICC-ASP/12/Res.2, paragraph 15.

⁵ ICC-ASP/13/Res. 2, paragraph 17.

⁶ ICC-ASP/13/Res. 6, paragraph 2.

⁷ See annex VI.

⁸ ICC-ASP/13/Res.2.

⁹ ICC-ASP/13/Res.2, operative paragraph 18.

¹⁰ CBF/23/10, *Second interim report on the activities of the Oversight Committee*, paragraph 34: “The Committee authorizes expenditures pertaining to representational features and TCO investments, as well as any expenditure above €150,000. The Committee can also reject expenditures proposed by the Project Director under any other category, based on strategic or political considerations”.

result in a cost overrun of possibly €7 million (or €2.7 above the reserve), which would have made the intended agreement impossible.

15. After further cost analysis, on 17 June 2015 the Project Director requested an increase of the budget of the unified project up to the worst-case scenario of the budget status, for a total amount of €8,787,249 (i.e., above the €4.3 million reserve).¹¹ This increase was intended to ensure that all possible obligations that may be necessary in the worst-case scenario would be covered and, thereby, avoid significant disruption because of delays in the transition project and the consequent inability of the Court to move to the new premises by December 2015.

(d) *Assembly delegation of authority to increase the unified budget envelope by €6 million*

16. The Committee¹² recalled the report of the Project Director on the status of the unified project,¹³ and his request¹⁴ contained therein for the budget to be increased in 2015 by an additional €8,808,725, and that €1,993,524 of this total might only be needed as an authorization to enter commitments after the end of July 2015.

17. Based on that request and the consultations among States Parties on 25 June 2015, via resolution ICC-ASP/13/Res.6, the Assembly, inter alia, approved an increase of the unified budget envelope for the amount of €6 million. The budget authorization would thus amount to a maximum of €206 million, but €1,993,524 would not be disbursed if the sharing mechanism of the contract with the General Contractor produces the expected results. The Assembly also decided that the budget increase would have no direct or indirect effect on the contributions of States Parties, and is only to be funded through reduction of the authorized level of the Court's reserves (Employee Benefits Liabilities and Working Capital Fund).

(e) *Financial forecast*

18. In the monthly report issued by the Project Director's Office and the Project Manager at 31 August 2015, under the best-case scenario, the positive saldo of the construction and transition projects would be €783,984 under the maximum €204 million expected expenditures taking into account an expected share of €2,391,521 under the NEC3 contract that, if realized, would only be capitalized at project end.¹⁵

19. Under the worst-case scenario, the unified project budget saldo would be negative, at €1,011,730 above the €204 million expected expenditures.

2. Risks (Project reserve and use of additional reserve)

20. Foreseeable risks are included and financially addressed through the Project Reserve, known previously as the "risk register", which is regularly updated by the Project Director and monitored by the Committee.

21. A restructured project budget was adopted by the Committee before the tendering of the construction project, in 2012, upon the recommendation of the Project Director. This budget structure provided the basis for the monthly progress reports by the Project Director ("Financial status" part of the reports) since the beginning of the construction.

22. In December 2014, the Assembly delegated the Committee to authorize, when necessary, a budget increase up to €4.3 million. As at 31 August 2015, the Committee had authorized a budget increase of €4,290,924. Based on the May-June revised cost analysis,

¹¹ Based on the budget status at 12 June 2015, the worst-case scenario was €6,793,725 plus the expected worst-case shared saving for the Court in an amount of €1,993,524.

¹² *Report of the Chair of the Oversight Committee to States Parties*, dated 24 June 2015. *Official Records of the Assembly of States Parties to the Rome Statute of the International Criminal Court, resumed thirteenth session, The Hague, 24 – 25 June 2015* (ICC-ASP/13/20/Add.1), annex III.

¹³ *Ibidem*, appendix II - *Report of the Project Director's Office – Status of the Unified Project*, re-issued under the date 19 June.

¹⁴ *Ibid.*, appendix 1 - *Proposal for €8.7 million budget increase: options for the Committee*, dated 19 June 2015.

¹⁵ This scenario deteriorated further since the previous report updated at 3 August 2015, when there was a positive saldo of €3,309,151 for the construction budget, taking into account an expected share of €3,442,464.

the Assembly of States Parties at its resumed thirteenth session authorized an increase of the unified budget envelope in the amount of €6 million, bringing the total project budget to €206 million of which €2 million shall not be disbursed if the sharing mechanism produces the expected results. The Assembly invited the Committee to continue implementing a strict control on expenditures within the approved strategic reserve of the project, including by authorizing in advance any obligations to be entered by the project.

3. Compensation events

23. In the case of any change to the Works Information, or omissions or inconsistencies, the General Contractor is entitled to claim a compensation event, which, if accepted by the Project Manager (Brinks Groep, consultant of the Project Director's Office) results in an increase of the Guaranteed Maximum Price, and therefore of the cost of the project against the Project Reserve. Of a total number of 421 compensation events, 341 have been agreed upon between the Project Manager and the general contractor, 53 have been rejected and 27 are pending. Several matters remain under discussion with Courtys in order to agree on a final cost.¹⁶ In case of disagreement, the contractor can refer the matter to adjudication (a pre-arbitral procedure under the NEC3 contract). Upon adjudication, either party would still be able to challenge the adjudicator's decision through an arbitration.

24. One of the compensation claims by Courtys relates to floor plan changes, which the contractor estimates at €1,146,834, while the Project Manager is of the opinion that the costs are in the area of €690,000. Courtys may also decide to contest the rejection by the contract manager of compensation events claims relating to security classification in the amount of €2 million. Potential additional costs for the project resulting from adjudications and/or arbitration procedures are not included in the project reserve.

25. Further compensation events can still be claimed by Courtys until 30 days after the completion of the project (ie, by 30 October/15 November 2015). Although it is not likely that new compensation events will arise at such a late stage of the construction, or that they will be of any significant amount, new elements can come up at any time until there is final agreement with the contractor on the cost of the project.

C. Status and cost of the transition project

26. The transition project includes such costs as non-integrated user equipment, residual costs relating to the handing over of the interim premises, and moving costs. This project aims at ensuring that the Court be ready to take full occupation of the permanent premises by no later than December 2015, when the transition project will be completed.

27. The Project Director informed the Committee that, requests for changes following completion of the constructed premises, are being examined and estimates prepared for submission to the Committee.

1. Budget

28. The budget for the transition project, which amounts to €1.3 million, does not include an amount for any risks or unforeseen costs, which according to the decision to unify the construction and the transition projects, would need to be funded through the unified project reserve, if they materialize.

29. While a cost review process of the transition elements was established with the aim of reducing by June 2014 the project costs by €2 million,¹⁷ the Committee had been informed¹⁸ that the Project Director and the Court could not find room for additional savings in the transition budget.¹⁹

¹⁶ A pre-arbitral procedure provided for in the contract with Courtys, whereby an adjudicator is appointed by both the client and the contractor, who can accept or not the findings of the adjudicator on the respective claims.

¹⁷ ICC-ASP/12/Res. 2, paragraph 15.

¹⁸ ICC-ASP/13/39, *Report on the activities of the Oversight Committee*, paragraphs 37-38.

¹⁹ *Ibid.*, paras 39-42. At the time of the unification of the projects, the transition costs had been reviewed downwards from the estimated original €20.1 million (as identified in 2011) down to an agreed budget of €1.3 million in 2013, although an estimated €1.9 for ICC staff costs – both for the transition and the construction

2. Value engineering of transition costs

30. On 10 March 2015, the Project Manager had indicated that in relation to the transition project there was a potential overrun of €3 million caused by the different IT concept being implemented and different expectations as to what should be delivered for IT. As a result of the subsequent value engineering exercise the Committee was informed on 9 April that the transition project was again within the approved budget of €1.3 million.

31. This had been made possible due to the better information available as the project neared its completion, the prioritization of essential elements such as the IT infrastructure, and the commitment shown by the Court in trying to finalize the transition project within the approved budget.²⁰

D. Financing

1. Use of surplus

32. The Assembly had decided to fund transition costs up to €5.7 million with the appropriation of the surplus pertaining to the financial years 2012 to 2014, to be accounted for as one-time payments.²¹ As an amount of €4.4 million has been funded in 2014 with the surplus pertaining to 2012, a remaining figure of €1.3 million remained to be funded with the expected surplus from 2013 and 2014.

2. Financing of transition costs (€1.3 million) and of the delegated budget increase (€4.3 million)

33. As the Committee on Budget and Finance had been informed in April 2015, there was no surplus from 2013 nor 2014 at that time available to fund the remaining €1.3 million needed for the transition project.²² The Committee is aware that it could resort to the cash reserves of the Court, in accordance with the relevant Assembly resolution²³, if the project cash-flow so requires.

34. As regards the financing of the €4.3 million the Committee recalled that it had expressed a preference for a solution similar to that followed for financing the transition costs, i.e. resorting to surplus based on the amended Regulation 4.7 FRR.²⁴

35. At its resumed thirteenth session, the Assembly had reiterated that the surplus pertaining to the financial period 2014 shall be allocated to funding the remaining transition costs up to €1.3 million, to be accounted for as one-time payments, and decided that any additional surplus pertaining to the 2014 and following financial periods shall be allocated to offset the budget increases approved by the Oversight Committee pursuant to its delegated authority, up to the amount of €4,300,000.²⁵

36. As at 31 August 2015, the estimated 2014 surplus funds amounted to €1.2 million. At this stage the Court expects that the amount required for the remaining transition costs of €1.3 million should be available from the 2014 surplus funds as of the end of February 2015 and subject to the audit which will be completed by mid-2016.

activities – remained to be covered through the regular budget of the Court (MP-VII). At the time, there was an indication that further possibilities for savings might arise out of the procurement process, but that these would have in any case not amounted to the €2 million target reduction.

²⁰ CBF/24/20, paras. 31 to 34.

²¹ ICC-ASP/12/Res.2, paragraph 16. The Assembly had approved to use €5.6 million of projected construction savings to fund part of the transition budget; the remaining €5.7 million would be funded via the surpluses of the regular budget for the years 2012-2014.

²² CBF/24/20, paras. 25 and 26.

²³ ICC-ASP/12/Res. 2, paragraph 17: "Further approves that cash advances to the project budget may be made from the cash reserves of the Court in the period 2014 to 2016, in order to meet any cash needs prior to the availability of the surplus pertaining to the financial years 2012 to 2014, as a temporary and prudent measure of last resort, for a limited amount, and with an agreed schedule for restitution".

²⁴ CBF/24/20, paras. 26 and 27.

²⁵ ICC-ASP/13/Res.6, operative paragraph 14.

3. Financing of the Assembly approved budget increase (€ million)

37. At its resumed thirteenth session, the Assembly had decided that the additional € million of the budget envelope would only be funded through reduction of the authorized level of the Employee Benefits Liabilities Fund and the Working Capital Fund.

38. The Committee recalled that the Bureau would decide on the level of reduction, as appropriate, of the Employee Benefit Liabilities and the Working Capital Fund, upon a review by the External Auditor and recommendations of the Committee on Budget and Finance.²⁶

4. One-time payments

39. The Committee noted that 17 States Parties who had pledged to make a full or partial one-time payment appear not to have fully paid their contributions to the project, upon the expiration of the 15 June 2015 deadline to do so. The total outstanding amount, as at 15 June 2015 is €19,075 (annex I). The Committee noted that this matter will have to be looked at in light of the potential consequences attached by the Assembly to the expiration of the deadline for fulfilling the pledges (15 June 2015), as well as to the final adjustment of contributions, that will be known only upon the project end.²⁷

40. On 2 July 2015 the Committee was informed by the Project Director of a new interpretation of the financial formula for the one-time payments, according to which States Parties that had opted in the system would need to top-up their contributions for a total amount of approximately €3.5 million, or three per cent. The Project Director's presentation maintained that because of the formula used about how the host State loan discount had been applied, States Parties having opted for one-time payments had underpaid approximately three per cent of their assessed contributions. The discrepancy would have been created by the fact that the discount that had been granted in advance in respect of one-time payments received according to the calculation method was higher than what should have been granted applying the formula included in the host State Loan agreement.²⁸ This was because the system in place applies the discount to the assessed contributions of States Parties instead of doing so to the unused part of the loan. This different interpretation would have created the three per cent discrepancy.

41. The formula applied to States Parties at the time of communicating their share in the project budget, if they had opted to pay their contributions in advance, included a discount of 17.5 per cent, based on the subsidy that the host State would have provided under the 2009 Loan Agreement. While States Parties who opted in have pledged and paid their contributions calculated on this basis, the new proposed formula would apply to them a different discount, in the amount of approximately 14.5 per cent, thereby requiring them to pay the three per cent difference. The Committee has noted the advice of the External Auditor in this regard, whereby – assuming that there had been a miscalculation²⁹ – it is recommended that an adjustment to the calculations be made without delay, with calls to one-time payers in order for them to adapt their contribution by an extended deadline for payment.³⁰

42. The Committee is currently reviewing the matter in light of the existing obligations under the 2009 Loan Agreement, and of the practice of the States Parties in approving and operationalizing such an agreement.³¹ Mindful that the Committee on Budget and Finance had in the past reviewed the principles, criteria and implementation of the one-time payment system, **its advice on the subject matter would also be appreciated at this stage.**

²⁶ *Ibidem*, operative paragraphs 5-6.

²⁷ ICC-ASP/12/Res. 2, paragraph 26.

²⁸ According to the Project Director's Office, the manner in which the one-time payment system was operationalized (explanatory notes included in the report of the Oversight Committee ICC-ASP/8/34 and resolution ICC-ASP/11/Res.3, annex II), applied a financial formula that was different than the one included in the host State loan agreement, which was implicit in resolution ICC-ASP/7/Res.1, annex II (see annex I).

²⁹ ICC-ASP/14/12, *Financial statements of the International Criminal Court for the year ended 31 December 2014*, paras. 38-39.

³⁰ *Ibidem*, paras. 94-101 and Recommendation 2.

³¹ Including, e.g., ICC-ASP/7/Res.1, and Annexes II (*Criteria applicable to the agreement on the loan*) and III (*Principles for one-time payments of the assessed share*); ICC-ASP/8/Res.8; ICC-ASP/11/Res. 3, Annex II (*Explanatory note on one-time payments*), and Appendix I (*Criteria applicable to the agreement on the loan, and principles for one-time payments of the assessed share (extract)*), as contained in resolution ICC-ASP/7/Res.1, as well as Appendix II (examples). See also the relevant reports of the Oversight Committee to the Assembly of States Parties and the Committee on Budget and Finance.

III. Ownership of the permanent premises

43. As of 2016 the permanent premises will be part of the assets of the Court. At the same time, the new premises represent a significant symbolic and economic investment of the current membership of the Rome Statute, and will entail in future both important responsibilities and opportunities for all States Parties. Related governance and strategic matters have emerged during the unified project lifetime, and have now to be addressed so that the Assembly can make decisions before 2016.

A. Ownership interests

44. While the Committee had in particular considered the ownership responsibilities related to the future value and functionality of the premises (Total Cost of Ownership), in consultation with States Parties it also identified the following matters related to the operation of the premises:

- (a) Access to the premises, including routes (staff entrance/main entrance), parking lots (visitors/staff), security screenings at the access points (Ambassador/delegates), badges (issuance, duration and use);
- (b) Use of the facilities, including meeting rooms (e.g., precedence in booking and functionality, including seatings and AV), supporting rooms (for use of delegations), courtroom for meetings of the ASP (convertible main courtroom).

45. However, since such matters mostly refer to States Parties' enhanced access to the premises, at the current stage they can be addressed through appropriate consultations between other Assembly's organs and the Court. In the future, the Assembly might identify the most appropriate entry-point for these and any other States' related matters, also taking into account the new governance structure.

B. Total cost of ownership

46. The Committee had advanced consideration of the future costs for long-term maintenance and capital replacement throughout the period 2013-2015. The final report prepared by the technical working group directed by the Project Director was presented to the Committee on 2 April 2015 and submitted to the twenty-fourth session of the Committee on Budget and Finance.³² The Committee had reserved its position on the technical proposed received.

47. From a more general perspective, the Committee is convinced that the ten-year long experience of the Assembly's structures in dealing with the project should be treasured, so as to ensure that the responsibilities of States Parties are discharged with processes that enable them to retain ownership and control, ultimately resulting in both agreed and visible measures of support to the Court, and sustainable budgeting and financing practices. At the same time, the Committee stresses that the mandate of the Court does not appear to be consistent with the need to manage complex and significant assets, which should be done at the relevant level of expertise available on the market, while with the appropriate strategic in-house input.

48. As a consequence, when further considering the proposal of the working group, the Committee has found that some elements thereof should be taken into account to ensuring that the future organization of the long-term maintenance and capital replacement is pursued at a professional level, which is also expected to be cost effective. On the other hand, the Committee has looked into the other two aspects of the matter – funding and governance – from the perspectives of political feasibility and of adequate control, while taking into account the need to guarantee the asset value and functionality. The Court expressed its views reflected in appendix VIII to annex II to this report.

49. The draft decision that the Committee intends to submit to the fourteenth session of the Assembly of States Parties is annexed.³³ **The Committee would welcome any advice the Committee on Budget and Finance might have in that regard.**

³² CBF/24/20, *Interim report on the activities of the Oversight Committee*, dated 15 April 2015, paragraphs 42-51.

³³ Annex II.

C. New States Parties contributions³⁴

50. Differently from other international organizations, the premises of the Court are being provided - and their value will in future be maintained - by assessed contributions of the States Parties. Based on the sovereign equality of States, since it is the membership of the Rome Statute that benefits of the premises, the same membership should also equally participate in the liabilities (costs) for such asset. Absent a participation in the permanent premises cost by new States Parties, they would unfairly benefit from the contributions of those States that had acceded earlier to the Rome Statute.

51. Also, current States Parties have either contributed in advance against the investment costs (one-time payments) or will be contributing over the long-term, in a period of thirty years, through the reimbursement of the host State contracted loan. Should new States Parties accede over the same period, they would be benefiting of an asset they do not contribute to, while other States will still be paying for it.

52. The argument that new States Parties required to pay for the permanent premises project costs would be assessed retrospectively of such costs does not take into account the category of costs in question. Since the project is providing an asset whose expected lifetime is well into the future, a cost-sharing mechanism would also be fair for all those States that would join the Court within the asset's life.

53. It can be considered whether contributing against the asset value might be a discouraging factor for States to accede to the Rome Statute, as their financial obligation would be aggravated. However, at the current stage of the Court's universality, the choice to participate into the Rome Statute's system seems hardly to be dependent on financial considerations. The advantages that membership brings to States Parties should rather be assessed against the political debate and the consensus that the Court may attract for the accomplishment of its mission. However, the Court was of the view that, if such contributions were requested, it would undermine the universality.

54. Based on the appropriateness of sharing the permanent premises project costs among the present and future membership, the Committee believes that a fair, sustainable, simple, functional and transparent mechanism should be based on the following:

- (a) New States Parties should be assessed against the total cost of the permanent premises project calculated as follows:
 - (i) Inclusive of total project costs³⁵ (including aggregated construction, transition, and organizational costs),³⁶ over the project period 2008-2016,
 - (ii) Lifetime of asset = 100 years,³⁷
 - (iii) Value of asset = 100% over the first 10 years (2016-2025),³⁸ and 90% after that,³⁹
- (b) Payment of new State Parties' contributions should be treated as follows:
 - (i) Based on the scale of assessment applicable at the time of accession of any new State Party,
 - (ii) Not lead to any re-calculation of contributions assessed for other States Parties,
 - (iii) Credited to a Capital Fund to cover the long-term costs of the permanent premises,

³⁴ CBF/24/20, *Interim report on the activities of the Oversight Committee*, dated 15 April 2015, paragraph 56.

³⁵ Currently estimated at [€214,252,600], including €206,000,000 for the unified project budget, and [€8,237,600] for budgeted organizational costs. See CBF/24/20, *Interim Report on the activities of the Oversight Committee*, Annex III.

³⁶ Expenditures of PDO (MO VII-1) and the Court (POPP) throughout the project, 2008-2016.

³⁷ The period is based on the experience of FIPOI (*Fondation des Immeubles pour les Organisations Internationales*), a Swiss foundation that runs a multi-billion asset value for the purpose of hospitality of International Organizations.

³⁸ It is assumed that no long-term maintenance and capital replacement will take place in the period. See annex II containing the draft decision on Total Cost of Ownership, para.6 (d).

³⁹ The percentage is arbitrary, taking into account that it is not possible at this stage to anticipate what will be the choices that will be made over the long period.

- (iv) Made in 1 to 10 annual instalments, starting from the date of entry into force of the Rome Statute.⁴⁰

55. The possibility for new States Parties to avail themselves of the current host State loan does not appear to be a viable option, since these contributions might fall outside the scope of the loan and of the subsidy provided therein, and because the repayment date of the loan, in 2016, is now approaching (“Expiry date” for the rent of the interim premises).

D. Governing structure

56. As noted above,⁴¹ the future role of the Assembly of States Parties as regards the most important asset to ensure the functionality of the Court should be devised based on relevant lessons learned and expectations. While both the value of the premises and their functionality for the Court should be maintained throughout the lifetime of the asset, the definition of these parameters is a policy matter, since it affects the contents of the financial obligation of States Parties. In that regard, the cost implication for present and future States Parties will be significantly affected by any decision on what is the value at which the new premises have to be maintained, what requirements of the Court are to ensure that the premises enable it to achieve its objectives.

57. In all these respects, the Committee is convinced that the following lessons learned should be taken into account in the decision that the Assembly will have to take as to the future governance of the permanent premises:

- (a) Ownership role and feelings to be maintained at all stages:
 - (i) As the fulfilment of the ICC’s mandate depends on the support received by States Parties, the latter should remain constantly convinced that the seat they provide the Court with also matches their expectations. Requirements that are not objectively understood to be necessary for the Court to achieve its mission can alienate the support of the States Parties, and concur in creating a politically negative environment around the Court;
 - (ii) Appropriate communication is necessary, but it must reflect contents that are measured and sensible, in line with both the international environment the Court is a part of, and of the accepted standards of other international organizations; and
 - (iii) An active role of States Parties in ensuring the consistency of the premises with the mission of the Court is an essential part of their ownership responsibilities and rights. This requires an effective control authority by the Assembly to be established.
- (b) Requirements drive the final cost:
 - (i) Since changes in requirements over the medium to the long-term might be inevitable - as unpredictable might be the developments in their cost - the final cost envelope would tend to be higher than expected, and might also not match the budget constraints and attitude of States Parties;
 - (ii) During the construction project, States Parties had accepted that the needs of the Court be translated into features of the design, with the management being in charge of control on budget effects. Throughout the project lifetime the adopted requirements have resulted in increasing stress for the budgeted resources. The actual cost impact of changes in requirements - although they might be cost-neutral at the relevant stage, as offset by other savings or reductions – cannot but be assessed at the project end. At later stages of the project, budget increases have become inevitable and not well received by States Parties; and
 - (iii) Also, once all requirements are accepted at earlier stages, financial resources would remain limited for adaptations that become necessary at later stages, at which point a stricter budget attitude might result in limitations to the functionality of the premises.

⁴⁰ Article 126, paragraph 2, of the Rome Statute.

⁴¹ See paragraphs 46 to 49 above..

- (c) Effective oversight requires control:
- (i) To ensure the achievement of the ownership objectives of the Assembly, States Parties should remain in effective control of the processes needed to guarantee the asset value and functionality over time;
 - (ii) Oversight functions carried out as observing and reporting functions, verifying developments against whatever guidance framework exists in order to alert the Assembly of any deviation to such framework and/or for the purpose to request additional resources, would not allow States Parties' ownership expectations to be fulfilled; and
 - (iii) In that regard, the role of States Parties has to clearly framed as an active participation in the process, principally in the role of approving or not frameworks, conditions and plans, as well as other proposed actions and expenditures. Any oversight body that is not endowed with sufficient authority to control the contents of their action would also not be able to ensure the objectives it might be requested to achieve.

58. Based on the above, the Committee is convinced that the future governance structure for the permanent premises should be based on the following main concepts and features:⁴²

- (a) A States Parties representative body as follows:
- (i) Composition: Representatives of States Parties, at the Ambassadorial level,
 - (ii) Observers: Representatives of non-Member States Parties, of the Court, and of the Assembly's assurance mechanisms (External Auditor, Committee on Budget and Finance, Independent Oversight Mechanism),
 - (iii) Expertise: Availability of qualified technical independent experts, and experts that States Parties might wish to contribute,
 - (iv) Mandate: On behalf of the Assembly, monitor and oversee processes relevant to the exercise of the ownership rights and responsibilities, including
 - Long-term cost, functionality and value of the premises (total cost of ownership), and, in particular,
 - o Refine and verify assumptions and estimates on future requirements and costs,
 - o Prepare medium-term maintenance and capital replacement plans, as well as any additional proposal for financing means, including loans, to be submitted to the Assembly for adoption,
 - Identify issues related to the ownership of States Parties, and adopt strategic solutions,
 - Submit to the Assembly proposals for solutions of such matters that might have financial or policy implications exceeding its mandate,
 - Prepare further decisions of the Assembly for refining, adapting and implementing the governance framework,
 - Authority: Effective control on processes, i.e. strategic decision-making on the establishment, implementation and performance of the programme and of its budget, including on the users' requirements, with timely access to sufficient and detailed information,
 - Role of other assurances: Both the Committee on Budget and Finance and the External Auditor, within their respective mandates, would provide advice and recommendations to the governing structure;
- (b) Main Contractor: To be hired under the authority of the governing body, in consultation with the Court,

⁴² Annex III.

- (c) Project Director:
- (i) To be hired by, and remain under the full authority of, the governing body on the occasion of major capital replacements,
 - (ii) Management functions within the scope of the of the activity mandated, with full information to be provided well in advance to the governing body, in order to enable authorization of expenditures,
- (d) Relationship with the Court:
- Management of the facilities outside the scope of the long-term maintenance and capital replacement, i.e. the short-term maintenance and operational costs, falls within the mandate of the Court, including the implementation of the contract with any Main Contractor.

E. Scale of assessment⁴³

59. Based on the Loan Agreement, the Assembly had approved – since the very beginning of the project⁴⁴ – that contributions be fixed based on the scale applicable once the final cost of the project and the amount of the host State subsidy are known (i.e. in 2016)⁴⁵, by deducting the subsidy from the capital. However, the 2012 Explanatory note indicated that the scale of assessment will be the one applicable at the completion of the project (December 2015), without further changes.⁴⁶

60. The External Auditor had recommended that the scale of assessment applicable to fix the contribution of States Parties at project end be that of the 2015 handover, when the permanent premises are expected to be occupied by the Court, i.e. the current 2013-2015 scale, instead of that that would become applicable as of 1 January 2016.⁴⁷

61. The Committee on Budget and Finance had shared the same approach and conclusions, recommending that the date that would determine the applicable scale of assessment should be that of when the Court takes possession of the premises.⁴⁸ In that regard, the Committee on Budget and Finance had echoed concerns on the implementation of the changed scale of assessment (from 2007-2009 to 2013-2015),⁴⁹ where the justification of the proposed new criterion as a way to preventing further misunderstandings and controversies transpired from the discussion leading to the relevant recommendation.⁵⁰

⁴³ CBF/24/20, *Interim report on the activities of the Oversight Committee*, dated 15 April 2015, paragraph 55.

⁴⁴ ICC-ASP/7/Res.1, annex III, *Principles for one-time payments of the assessed share*, para. 5: “One-time payments shall be subject to an adjustment once the final cost of the project and the amount of the host State subsidy are known”.

⁴⁵ ICC-ASP/8/Res. 8 (para. 3), ICC-ASP/11/Res.3 (para. 17), ICC-ASP/12/Res.2 (para. 25), and ICC-ASP/13/Res.2 (para. 21) all provide that: “[one time-payments] shall be subject to an adjustment once the final cost of the project and the full amount of the host State subsidy are known in order to ensure that all States Parties receive a fair and equal treatment”. This decision was based on *Loan agreement between the State of the Netherlands (Ministry of Foreign Affairs) and International Criminal Court*, dated 23 March 2009, Article 3(c): “A one-time payment shall be subject to an adjustment once the final cost of the object and the amount of the host State subsidy are known”. According to the Loan Agreement, the amount of the loan to be reimbursed is determined at the date when the rental agreements for the interim premises will expire (March/June 2016) by deducting the subsidy from the capital *Loan agreement*, Article 1.1: “Expiry date [is] the date on which the present or future rental agreement of the Court concerning the present temporary housing at Maanweg 174 and/or Saturnusstraat 9 in The Hague expires”; Article 5.3.a: “On the Expiry date the State and the Court will jointly determine the total amount of the Loan as at the Expiry date”; Article 5.3.b.: “If the amount of the Loan is not the entire Capital, then the Loan is to be reduced with a subsidy amount which is equal to : (Capital -/- the Loan) x 17,5%”.

⁴⁶ ICC-ASP/11/Res. 3, annex II, *Explanatory note on one-time payments*, paragraph 2(b), stated that changes in the scale of assessment after the completion of the project (December 2015) will not be applicable to the calculation of the States Parties’ assessed contributions to the project.

⁴⁷ ICC-ASP/13/12, *Financial statements for the period 1 January to 31 December 2013*, dated 15 August 2014: Recommendation 1 and paragraphs 20-27.

⁴⁸ *Official Records of the Assembly of States Parties to the Rome Statute of the International Criminal Court, Thirteenth session, New York, 8 - 17 December 2014* (ICC-ASP/13/20), vol. II, B.2, *Report of the Committee on Budget and Finance on the work of its twenty-third session*, paragraphs 162-164.

⁴⁹ *Official Records of the Assembly of States Parties to the Rome Statute of the International Criminal Court, Thirteenth session, New York, 8 - 17 December 2014* (ICC-ASP/13/20), vol. II, B.1., *Report of the Committee on Budget and Finance on the work of its twenty-second session*, paragraph 88: “The Committee expressed its concern about implementation of the resolutions relating to the recalculation of States Parties’ contributions and the interest charged for the Permanent Premises Project, and requested the Oversight Committee and the Project Director’s Office (PDO) to further justify their approach to the recalculation of contributions and interest received and paid, and to report on these issues at the Committee’s twenty-third session.”

⁵⁰ ICC-ASP/13/15 *Report of the Committee on Budget and Finance on the work of its Twenty-Third session*, paragraph 161: “The Oversight Committee and the Project Director explained that the recalculation was done for

62. The Court has expressed the view that the recommendations of the External Auditor and of the Committee on Budget and Finance to use the 2013-2015 scale of assessment should be followed. However, the Registry's Legal Office has concluded that it is not for the Court to take a legal position on this matter, as it is ultimately for States Parties to decide on their financial contribution to the permanent premises.

63. The Oversight Committee had already made explicit its considerations before the Committee on Budget and Finance,⁵¹ in advance of the thirteenth session of the Assembly. However, at that stage (2014) the Committee had not yet taken a final position, and rather indicated that the recommendations of the Auditors and of the Committee on Budget and Finance would be further considered.⁵² Consequently, the Assembly only decided to take note of the recommendations of the External Auditor and of the Committee on Budget and Finance.⁵³ Since the scale of assessment applicable at the Court will change after 31 December 2015, a final decision of the Assembly on this matter is needed at the forthcoming fourteenth session of the Assembly.

64. The Committee is currently seized of the matter and will report to the Assembly.

IV. Other matters

A. Leases of the Interim Premises

65. The Committee noted that since the landlords of the two buildings where the interim premises are located had not agreed to terminate the leases as of 31 December 2015, the Court had included in the proposed programme budget for 2016 a total of €1,759,000⁵⁴ to cover the cost of leasing the Haagse Arc building until 31 March 2016 and the Haagseveste building until 30 June 2016,⁵⁵ as well as an additional €200,000 for preventative maintenance costs for the two buildings.⁵⁶

66. The Committee is aware that the amount of the rent for the said period had been previously indicated in €1,615,000⁵⁷ and that the host State has accepted to extend their contribution up to 50 per cent of such costs.

67. While the Committee had taken note of the outcome of the discussions with the landlord and that an early termination of the leases was not agreed, it also stresses that preventative maintenance costs are a separate matter, since it should relate to the actual use of the buildings in 2016. As the Court will be vacating the interim premises at the end of 2015, budgeting costs for preventative maintenance of such premises would seem inconsistent with the factual situation. The Committee also noted that preparation for transition of the interim premises' possession to the landlord and through the host State

transparency and to enable States Parties to know in advance the effect of the change in the scale of assessment, as well as to ensure the fair treatment of all States Parties, in accordance with the relevant Assembly resolutions."

⁵¹ CBF/23/10, *Second interim report on the activities of the Oversight Committee*, paragraph 98: "The Committee considered that the scale of assessment to be applied at project end is the one which allows re-calculation of the contributions based on the total amount of sums drawn down from the host State loan at the "Expiry date", i.e. at the termination of the interim premises leases as laid down in the Loan Agreement between the host State and the Court. The Committee notes that the current system had been agreed since 2009 [Loan agreement, paragraph 3(c) "A one-time payment shall be subject to an adjustment once the final cost of the object and the amount of the host State subsidy are known"] and was intended to ensure that all States Parties receive a fair and equal treatment based on the final cost of the project and on the amount of subsidy pertaining to the host State loan. At the same time, if the system was changed in the proposed direction and the Court finally be unable to vacate the interim premises by 31 December 2015, States Parties would be assessed their contributions against a scale different from that applicable at the "Expiry date", which might raise concerns as to the fairness of the system".

⁵² CBF/24/20, *Interim Report on the activities of the Oversight Committee*, 15 April 2015, para. 55.

⁵³ ICC-ASP/13/Res. 2, paragraph 20: "Takes note of the recommendation of the external Auditor and the Committee on Budget and Finance, according to which the liquidation of States Parties' contributions for the permanent premises project be based on the scale of assessments applicable for 2013-2015 [ICC-ASP/12/15, para. 164.]".

⁵⁴ ICC-ASP/14/10, *Proposed Programme Budget for 2016 of the International Criminal Court*, paras. 730-731 refer to €1,759,000 (including €13,400 for the Haagse Arc and €945,600 for the Haagseveste building), while the following different amounts are indicated elsewhere: €1,756,000 (in ICC-ASP/14/12, *Financial statements of the International Criminal Court for the year ended 31 December 2014*, para.14.3), and €1,615,000 were previously reported to the Committee on Budget and Finance (see para. 65 below).

⁵⁵ ICC-ASP/14/10, *Proposed Programme Budget for 2016 of the International Criminal Court*, paras. 42, 727, 730-731: €13,400 for the Haagse Arc and €945,600 for the Haagseveste building.

⁵⁶ *Ibidem*, para. 732.

⁵⁷ CBF/24/20, *Interim report on the activities of the Oversight Committee*, dated 15 April 2015, paragraphs 52-53.

would also affect any responsibility for preventative maintenance. In that regard, the Committee asked the Court to discuss the matter with the relevant counterpart. The Committee on Budget and Finance might wish to take the relevant budget provisions into account during its twenty-fifth session.

V. Financial reporting

A. Project expenditure

1. Appropriation for construction and transition budgets

68. The construction costs were initially set by the Assembly at no more than €190 million at 2014 prices.⁵⁸ Projected savings on the construction cost were identified in the amount of €6.3 million, in 2013, of which €0.7 million were used for a change of the design to increase the flexible use of the permanent premises. As a consequence the savings amounted to €5.6 million, thus bringing down the construction budget to €184.4 million.

69. The unification of the construction and transition project enabled to better manage transition costs, including the cost of non-integrated user equipment (and excluding the Court's staff costs), set them at €1.3 million (down from the €8.5 million estimate at the time), and partly fund them through the savings identified in the construction budget (€5.6 million).⁵⁹ The remaining €5.7 would be financed from the Court's surpluses from the 2012 to 2014 budgets.⁶⁰ An amount of €4.47 million pertaining to the 2012 surplus⁶¹ was transferred to the project in April 2014.

70. The construction budget of €184.4 million together with the transition budget of €1.3 million would be financed under the overall unified project budget of €195.7 million. In 2014, the Assembly of States Parties approved an increase of the budget envelope up to €200 million, by means of an additional reserve (€4.3 million) to give financial security to the project in case of a cost overrun that would otherwise put at risk the timely completion and transition of the Court into its new premises⁶².

71. In June 2015, the Assembly authorized a further increase of the unified budget envelope in the amount of €6 million, bringing the total project budget to €206 million, of which €1,993,524 shall not be disbursed if the sharing mechanism of the contract with the General Contractor produces such result.⁶³

72. The Assembly of States Parties requested the Project Director's Office to report separately on expenditures of the construction and transition projects in advance of the twenty-fifth session of the Committee on Budget and Finance.⁶⁴

73. The total appropriation as at 31 August 2015 is €204,000,000 at 2015 price level. The budget appropriations and actual expenditures as at 31 August 2015 for both the construction and transition projects are further detailed in annex IV to this report.

2. Expenditures against the construction and transition budgets

74. The 2015 expenditures for the construction and transition projects as at 31 August 2015 amount to €34,606,600.

75. The total expenditures for the project (from 2008 until 31 August 2015) amount to €177,777,305, of which €171,805,334 in the construction project, and €5,971,966 in the transition project. Further details are presented in annex IV.

⁵⁸ Resolution ICC-ASP/6/Res. 1, preambular paragraph 10.

⁵⁹ Report on the activities of the Oversight Committee, Addendum, ICC-ASP/12/43/Add.1.

⁶⁰ Resolution ICC-ASP/12/Res.2, annex II, Amendment to the Financial Regulations and Rules – Use of surplus, Regulation 4.7.

⁶¹ Resolution ICC-ASP/12/Res.2, paragraph 20. As a first implementation of the amendment of Regulation 4.7 approved, the Assembly also approved that an amount equal to the 2012 surplus was appropriated to funding the overall project budget; CBF/22/15, paragraph 17 and annex 4.

⁶² Resolution ICC-ASP/13/Res. 2, paragraph 17.

⁶³ Resolution ICC-ASP/13/Res. 6, paragraph 2.

⁶⁴ Resolution ICC-ASP/13/Res.6, paragraph 9.

3. Expenditures against the Court's annual budget

76. The expenditures on Major Programme VII-1 Project Director's Office (permanent premises), for the period 2008 until 31 August 2015 (expressed in thousands of euro) amounts to €4,847.5, broken down as follows: €3.8 in 2008, €317.4 in 2009, €395.4 in 2010, €386.4 in 2011, and €586.7⁶⁵ in 2012, €998.4 for 2013, €1,235.2 for 2014 and €844.2 for 2015 as at 31 August 2015. Further details are presented in annex V.

77. Following the decision of the Committee to adopt the revised governance structure in agreement with the Registrar, the budget for sub-programme 3770 ceased to exist at the end of 2013 and the staff and activities of sub-programme 3770 are now fully incorporated into Major Programme VII-1.

4. Total projected cost of the project: construction and transition budget, plus the Court's budget (permanent premises)

78. The revision of the financial framework has resulted in creating clarification on the full cost impact of the project, through identifying the costs related to the project that are funded via the annual budget of the Court and those that are funded through the construction and transition budgets. It has also resulted in substantial savings on the Court's staff costs, which in April 2013 had been estimated at €3.2 million and were then reduced down to the overall level of €1.5 million, spread out over 2014, 2015 and 2016.

79. Annex VI provides an estimate of the full costs related to the project for the period 2008 until 2016. The total estimated costs amount to €211.96 million. This cost figure is composed of a maximum of €204 million for the construction and transition projects and an estimated figure of €7.9 million from the regular annual budgets of the Court.

80. The €7.9 million in the Court's annual budgets includes Major Programme VII-1 and former sub-programme 3770.

5. Utilization of the host State loan and cash-flow

81. The estimated total quarterly loan draws for the remainder of the project are reflected in annex VII, which, in accordance with resolution ICC-ASP/6/Res.1, annex VI, details the cash-flow overview including its provenance.

82. The interest accrued in 2014 on the host State loan amounted to €1,060,595.89. This amount was paid to the host State in early 2015, in accordance with the provisions of the Loan Agreement.

83. The cash-flow overview provided in annex VI to this report shows that additional funding for the construction and transition budgets will be needed as from November 2015.

6. Trust fund

84. A trust fund was established by the Registrar, in accordance with resolution ICC-ASP/6/Res.1, annex VI, for the purpose of holding funds dedicated to the construction of the permanent premises of the Court. So far no voluntary contributions from governments, international organizations, individuals, corporations or other entities have been received.

B. One-time payments

85. As at 31 December 2014, 65 States Parties had selected the one-time payment option and pledged to make payments to a value of €94,769,453. At 15 June 2015, the one-time payments actually received amount to €94,107,108. This amount consists of one-time payments, partial or in full, received from 62 different States Parties. Further details are provided in annex I to this report.

⁶⁵ Increase due to the merger of the Project Director's Office and the POPP.

Annex I

Status of one-time payments per 15 June 2015 (in euros)

| # States Parties | ID | Pledged date | Pledged OTP Contributions | Status of one time payments | Amount remaining | Overpayment in Euro | Comments |
|-------------------------------------|-----|--------------|---------------------------|-----------------------------|------------------|---------------------|---|
| 1 Albania | 3 | 19/05/2010 | 24,645 | 24,645 | | | Additional payment made after change of scale of assessment |
| 2 Andorra | 4 | 18/02/2010 | 19,685 | 19,685 | | | Additional payment made after change of scale of assessment |
| 3 Antigua and Barbuda | 5 | 25/07/2013 | 3,482 | 1,741 | 1,741 | | Outstanding amount including change of scale of assessment |
| 4 Argentina | 6 | | 1,064,075 | 743,641 | 320,434 | | Outstanding amount due to change of scale of assessment |
| 5 Australia | 7 | 18/02/2010 | 5,108,955 | 5,108,955 | | | Additional payment made after change of scale of assessment |
| 6 Barbados | 9 | 29/04/2013 | 19,685 | 19,685 | | | Full payment made after change of Scale of Assessment |
| 7 Benin | 12 | | 7,440 | | 7,440 | | Outstanding amount including change of scale of assessment |
| 8 Bolivia | 13 | | 22,165 | 13,729 | 8,436 | | Outstanding amount due to change of scale of assessment |
| 9 Bosnia and Herzegovina | 14 | | | 41,850 | | | Full payment made after change of Scale of Assessment |
| 10 Burkina Faso | 18 | | 7,440 | 4,576 | 2,864 | | Outstanding amount due to change of scale of assessment |
| 11 Cambodia | 20 | 18/02/2010 | 9,920 | 2,288 | 7,632 | | Outstanding amount due to change of scale of assessment |
| 12 Canada | 21 | 18/02/2010 | 7,350,410 | 7,350,410 | | | Additional payment made after change of scale of assessment |
| 13 Chad | 108 | | 4,960 | 2,281 | 2,679 | | Outstanding amount due to change of scale of assessment |
| 14 Chile | 113 | | 822,740 | 822,740 | | | Additional payment made after change of scale of assessment |
| 15 Colombia | 23 | | 637,980 | 637,980 | | | Additional payment made after change of scale of assessment |
| 16 Costa Rica | 25 | 17/11/2012 | 93,620 | 93,620 | | | Additional payment made after change of scale of assessment |
| 17 Cyprus | 27 | | 115,785 | 115,785 | | | Full payment made after change of Scale of Assessment |
| 18 Czech Republic | 118 | | 950,770 | 950,770 | | | Additional payment made after change of scale of assessment |
| 19 Democratic Republic of the Congo | 28 | | 7,440 | 6,864 | 576 | | Outstanding amount due to change of scale of assessment |
| 20 Denmark | 29 | 17/10/2013 | 1,662,685 | 1,662,685 | | | Full payment made after change of Scale of Assessment |
| 21 Djibouti | 30 | 19/05/2010 | 2,480 | | 2,480 | | Outstanding amount including change of scale of assessment |
| 22 Ecuador | 32 | | 108,345 | 108,345 | | | Additional payment made after change of scale of assessment |
| 23 Estonia | 33 | 01/11/2013 | 98,580 | 98,580 | | | Full payment made after change of Scale of Assessment |
| 24 Finland | 35 | | 1,290,503 | 1,290,503 | | (12,063) | Overpayment due to change of scale of assessment |
| 25 Gabon | 37 | | 49,290 | 18,220 | 31,070 | | Outstanding amount including change of scale of assessment |
| 26 Georgia | 39 | | 17,205 | 17,205 | | | Additional payment made after change of scale of assessment |
| 27 Germany | 40 | | 17,590,485 | 17,590,485 | | | Full payment made after change of Scale of Assessment |
| 28 Greece | 42 | | 1,571,545 | 1,571,545 | | | Full payment made after change of Scale of Assessment |
| 29 Hungary | 46 | | 655,185 | 558,303 | 96,882 | | Outstanding amount due to change of scale of assessment |
| 30 Iceland | 47 | 19/05/2010 | 84,661 | 84,661 | | (18,166) | Overpayment due to change of scale of assessment |

| # States Parties | ID | Pledged date | Pledged OTP Contributions | Status of one time payments | Amount remaining | Overpayment in Euro | Comments |
|------------------------|-----|--------------|---------------------------|-----------------------------|------------------|---------------------|---|
| 31 Ireland | 48 | | 1,029,665 | 1,029,665 | | | Full payment made after change of Scale of Assessment |
| 32 Italy | 49 | 11/02/2010 | 11,621,392 | 11,621,392 | | (664,597) | Overpayment due to change of scale of assessment |
| 33 Jordan | 50 | | 54,250 | 54,250 | | | Additional payment made after change of scale of assessment |
| 34 Latvia | 51 | | 115,785 | 41,483 | 74,302 | | Outstanding amount due to change of scale of assessment |
| 35 Liechtenstein | 54 | 19/05/2010 | 22,881 | 22,881 | | (716) | Overpayment due to change of scale of assessment |
| 36 Lithuania | 55 | | 179,800 | 179,800 | | | Additional payment made after change of scale of assessment |
| 37 Luxembourg | 56 | | 199,485 | 199,485 | | | Additional payment made after change of scale of assessment |
| 38 Malta | 59 | | 39,370 | 39,370 | | | Full payment made after change of Scale of Assessment |
| 39 Mauritius | 61 | | 32,085 | 32,085 | | | Additional payment made after change of scale of assessment |
| 40 Mexico | 104 | 18/02/2010 | 5,164,300 | 5,164,300 | | (626,830) | Overpayment due to change of scale of assessment |
| 41 Mongolia | 62 | | | 7,440 | | | Full payment made after change of Scale of Assessment |
| 42 Montenegro | 107 | 18/02/2010 | 12,245 | 12,245 | | | Additional payment made after change of scale of assessment |
| 43 Namibia | 63 | | 24,645 | 24,645 | | | Full payment made after change of Scale of Assessment |
| 44 Netherlands | 65 | 08/10/2013 | 4,272,802 | 4,272,802 | | (198,472) | Overpayment due to change of scale of assessment |
| 45 Panama | 70 | 19/07/2013 | 64,015 | 51,038 | 12,977 | | Outstanding amount including change of scale of assessment |
| 46 Philippines | 138 | 14/12/2012 | 379,413 | 379,413 | | (128) | Additional payment made after change of scale of assessment |
| 47 Poland | 73 | | 2,268,735 | 2,268,735 | | | Full payment made after change of Scale of Assessment |
| 48 Portugal | 74 | 18/02/2010 | 1,205,842 | 1,205,842 | | (38,227) | Overpayment due to change of scale of assessment |
| 49 Republic of Korea | 75 | 06/12/2012 | 913,567 | 913,567 | | | Full partial one-time payment completed |
| 50 Republic of Moldova | 133 | | | 7,440 | | | Full payment made after change of Scale of Assessment |
| 51 Romania | 76 | | 556,760 | 556,760 | | | Full payment made after change of Scale of Assessment |
| 52 Samoa | 78 | 19/05/2010 | 2,480 | 2,480 | | | Additional payment made after change of scale of assessment |
| 53 San Marino | 79 | 19/05/2010 | 7,440 | 7,440 | | | Additional payment made after change of scale of assessment |
| 54 Serbia | 81 | | 98,580 | 48,051 | 50,529 | | Outstanding amount due to change of scale of assessment |
| 55 Slovakia | 83 | 04/10/2012 | 421,290 | 421,290 | | | Additional payment made after change of scale of assessment |
| 56 Slovenia | 84 | | 246,295 | 246,295 | | | Full payment made after change of Scale of Assessment |
| 57 South Africa | 85 | 28/01/2010 | 916,360 | 916,360 | | | Additional payment made after change of scale of assessment |
| 58 Spain | 86 | 08/11/2013 | 7,323,898 | 7,323,898 | | (458) | Full payment made after change of Scale of Assessment |
| 59 Suriname | 112 | | 9,920 | 2,281 | 7,639 | | Outstanding amount due to change of scale of assessment |
| 60 Sweden | 87 | 07/12/2011 | 2,450,583 | 2,450,583 | | (85,748) | Overpayment due to change of scale of assessment |
| 61 Switzerland | 88 | 06/12/2012 | 2,774,014 | 2,774,014 | | (194,969) | Overpayment due to change of scale of assessment |
| 62 Timor-Leste | 91 | | 4,960 | 2,226 | 2,734 | | Outstanding amount including change of scale of assessment |
| 63 Trinidad and Tobago | 92 | | 108,345 | 108,345 | | | Additional payment made after change of scale of assessment |
| 64 Tunisia | 135 | 29/04/2013 | 88,660 | | 88,660 | | Outstanding amount including change of scale of assessment |
| 65 United Kingdom | 94 | | 12,757,430 | 12,757,430 | | | Full payment made after change of Scale of Assessment |
| Total | | | 94,769,453 | 94,107,108 | 719,075 | (1,840,374) | |

Annex II

Draft Decision on the Total Cost of Ownership

1. The Total Cost of Ownership for States Parties to deliver their responsibilities as regards the permanent premises of the International Criminal Court (ICC) includes the following costs:

- (a) Financial costs (financing of the construction and transition activities). Such costs will have to be borne by States Parties individually, by repaying pro quota the loan, if they have not paid their contributions to the project in advance (one-time payment),
- (b) Operating costs (costs associated with running the building on a day-to-day business, including utilities, such as gas, electricity and water supply). These costs will (continue to) be included in the yearly budget proposals,
- (c) Long-term maintenance (preventive and corrective) and capital replacement (investments to replacing parts of the building that have a significant cost impact).

2. This paper relates to the long-term maintenance and the capital replacement costs, only, for which a suitable funding and governance solution is still pending. In fact, due to the lifetime impact of this cost category and the scale of financial interests involved, the solution found to this matter would appear to be the most important strategic matter, for States Parties when asserting their ownership on the permanent premises they have provided as the seat of the Court. The importance of this item *per se* calls for States Parties to consider the impact that it will have for them throughout the life span of the premises.

3. While final “technical” conclusions are available on this matter,¹ the Committee has until now reserved its position,² in light of the sensitive policy implications of the proposals received. This paper contains the proposed recommendation of the Committee to receiving the advice of the Committee on Budget and Finance at its twenty-fifth session, before a final recommendation of the Committee is forwarded to the Assembly for decision at its fourteenth session.³

4. In 2013⁴ Committee established 2013,⁵ a Working Group on Total Cost of Ownership (“Working Group” or “WGTO”), tasked with a technical evaluation of possible options to fund building operating and maintenance costs, including any options for future States Parties to contribute to the project costs. The Working Group, chaired by the Project Director,⁶ concluded its technical considerations with a final report⁷.

5. The Working Group provided the Committee with an advice focused on ensuring the functionality of the premises and the preservation of the investment value. To this end, the WGTCO had considered options pertaining to the organizational model, the funding strategy, the governance and contributions of new States Parties to the construction project. In summary, the Working Group assumed a schedule of costs for capital replacement over a period of 50 years, and suggested the following solutions:

¹ CBF/24/20, *Interim Report on the activities of the Oversight Committee*, 15 April 2015, Annex VI “Working Group on Total Cost of Ownership – Comprehensive Advice: how to organize and fund Capital Replacements”.

² CBF/24/20, *Interim Report on the activities of the Oversight Committee*, 15 April 2015, para. 50: “As it had noted at the outset of this exercise, the Committee preliminarily considered that the matter was at the end to be decided on the basis of the political feasibility of any technical option submitted. In that regard, the Committee will have to further consider the options formulated by the WGTCO in light of the factors involved for the preservation of the value of the premises, their functionality, as well as the schemes that States Parties might be ready to endorse both to govern and finance the long-term capital replacement and maintenance processes.”

³ *Ibidem*, para. 51: “The Oversight Committee intends to finalize its work on the Total Cost of Ownership in 2015, once the advice from the Committee on Budget and Finance will be submitted to it. A draft recommendation of the Committee will then be submitted to the twenty-fifth session of the Committee on Budget and Finance for its final advice, so that the Committee can submit its finalized recommendation to the fourteenth session of the Assembly for a decision.”

⁴ Pursuant to resolution ICC-ASP/11/Res.3, para. 8.

⁵ Oversight Committee, *Terms of Reference Working Group Total Cost of Ownership (TCO)*, 19th March 2013.

⁶ The WGTCO was also participated by the Project Manager (consultant of the Project Director’s Office), the Court, an Expert appointed by the Committee, and members of the latter.

⁷ Working Group on Total Cost of Ownership, *Comprehensive Advice: how to organize and fund Capital Replacements*, dated 2 April 2015.

- (a) To outsource the future maintenance to a general contractor, beginning on 1 January 2017,
 - (b) To finance the long-term capital replacement costs by building a fund, with the purpose of flattening yearly contributions and avoid one-off-payments from States Parties in the expenditure relevant financial years, and
 - (c) To govern the process through the regular management and oversight structures (Court, Committee on Budget and Finance and the Assembly of States Parties), without establishing a permanent management body with the presence of States Parties.
6. The Committee considered that:
- (a) It had expressed its concern about the political feasibility of setting up a large-scale fund, primarily due to organizational and financial risk associated with tasking the ICC to run such fund, and the costs attached to its management;⁸
 - (b) States Parties have expressed a clear intention to perform a leading role in the future governance of the permanent premises, including by exerting a substantive control function in all owner-related issues, such as the long-term maintenance and capital replacement costs of the building;
 - (c) The ownership costs of the premises are contributed equally by all States Parties, and fairness and equality require that new States Parties acceding the Rome Statute should also participate in the costs sustained by the membership to make the premises permanently available;
 - (d) Experiences from other international organizations suggest⁹ that for the first 10 years it can be avoided to factor in any capital replacements costs;
 - (e) The recommendation of the External Auditor for “creating reserves for the renewal of [the] real estate capital in the financial year following the delivery of the permanent premises”¹⁰ should be adopted and implemented taking also into account a number of mitigating factors, including: the long-term impact of the asset depreciation; the sustainability of early funding at a time when the organization and the operations of the Court, as well as higher operating costs resulting from the size of the building,¹¹ propose a significant increase in budgeted resources, while the majority of States Parties will have to start paying the investment cost and the interest on the loan; any available solution, both as financial (nature and scope of the reserves, including surplus) and funding sources (including that referred to at (ii) above);
 - (f) Experience for the aggregated permanent premises costs should be taken into account, as regards users’ requirements, their impact on the design and on cost developments, as well as the role of States Parties in that regard;
 - (g) Since at the current stage the WGTCO projected long-term costs are only an estimate - and require regular and timely monitoring and refining, as well as better assessment by a permanent governance structure - the currently projected expenditure spikes remain a working model, only;
 - (h) The required ownership role of States Parties and the apparent significant scope for organizational and functionality economies over the long-term suggest that, at this stage, the Assembly should adopt policy decisions for a safe and sustainable governance and financial context that will ensure that the premises, over the long run, provide performance and appropriate preservation of the investment value, at the same time attracting constant support by all stakeholders;
 - (i) The External Auditor has recommended that the Oversight Committee be transitioned to a future representative organ of States Parties, within a clear framework aiming at preventing ambiguities between governance and management

⁸ CBF/24/20, *Interim Report on the activities of the Oversight Committee*, 15 April 2015, para. 50, *supra*, footnote 2.

⁹ Working Group on Total Cost of Ownership, *Visit to Geneva* (“FIPOF”), dated 25 September 2013 and *Visit to Vienna* (“Vienna International Centre”), dated 1 April 2014.

¹⁰ ICC-ASP/14/12, *Audit report on the financial reporting and management of the permanent premises project, 2014 financial year*, dated 4 August 2015, paragraphs 38-47 and, in particular, para. 47 and *Recommendation 3*.

¹¹ ICC-ASP/14/10, *Proposed Programme Budget for 2016 of the International Criminal Court*, para. 390.

at the ICC.¹² The new governance structure recommended by the Committee takes into account the lessons learned and indications received by it (as noted in this paragraph, at (ii) and (vi) above), as well as the need for States Parties to act as policy decision-makers, at the adequate level, while availing themselves of the required technical expertise and advice of existing oversight mechanisms.

7. As a consequence, a decision has to be made on the basis of the elements highlighted above and discussed in the attached reference documents. In that regard, it is suggested that the Committee adopts its recommendations on the TCO along the following lines, subject to any adjustment it might later decide based on the advice that the Committee on Budget and Finance might provide:

“A. The Committee considered all different options with regard to the maintenance costs of the permanent premises of the International Criminal Court (“ICC”), in particular the final report of the Working Group on the Total Cost of Ownership (“Working Group”)¹³.

In that regard, the Committee decided to adopt the following draft recommendations

1. The governance of the permanent premises should be ensured through a structure that enables States Parties to retain a firm control over strategic decisions that will affect the long-term cost, functionality, and value of the premises;
2. The organization of the maintenance and the capital replacements at the new premises requires a professional start-up phase. While this justifies outsourcing, over time the Court will have to take strategic responsibilities, and be able to conduct in-house part of the required activities;
3. Funding the long-term costs of the premises by means of a Fund with the scope and purpose proposed by the Working Group would not be a politically viable option.

B. Consequently, the Committee decides to submit to the advice of the twenty-fifth session of the Committee on Budget and Finance the following, that would be forwarded for adoption to the fourteenth session of the Assembly of States Parties:

- a) *Approves* that a main contractor model should be applied from 2018, for a period of 10 years;¹⁴
- b) *Requests* the Court to develop its Facility Management Unit, by 2028, into an organization able to do in-house the following:
 - (i) Management and strategy for maintenance (also small and urgent maintenance),
 - (ii) Management of outsourced resources (i.e. enter contracts with separate external companies, e.g., for cleaning and security),
 - (iii) Management of capital replacement, in areas other than those directed by the governance structure,
 - (iv) Launch a new procurement for a General Contractor in 2027, for a 10 years contract (2028-2037) to procure all the maintenance (subject to (i) above),
 - (v) Further scale down in-house resources,¹⁵ so as to be capable of hiring external companies and have their supervision,
 - (vi) Achieve increasing efficiencies, full use of its resources and objective savings;

¹² ICC-ASP/14/12, *Audit report on the financial reporting and management of the permanent premises project, 2014 financial year*, dated 4 August 2015, paragraphs 117-121, *Recommendation 5*. It is referred to alternative solutions as to either give responsibility to the CBF (as it is the case for the renewed Audit Committee), or by establishing an independent committee.

¹³ *Ibid.*, footnote 2.

¹⁴ Preventive and corrective maintenance will be provided in 2016 (funded at €1.1 million – para. 390 of the annual budget proposal) by the project’s General Contractor, Courtys, through the approved extension of the guaranteed period

¹⁵ Below the proposed 17 staff.

- c) *Decides* that no costs for capital replacements will be factored in until 2025;
- d) *Further decides* that actual costs for long-term maintenance and capital replacement costs shall be discussed within the new governance structure, and projected in proposed multi-year medium-term plans (3 to 5 years) to be submitted for adoption to the Assembly of States Parties;
- e) *Establishes* a new governance structure for the permanent premises, as detailed in annex III;
- f) *Requests* the Court to establish a Capital Fund to cover the long-term costs of the permanent premises, without prejudice as to the amount of such costs, through the following sources:
 - (i) Contributions of new States Parties against the total project costs,¹⁶ including construction, transition, and organizational costs,¹⁷
 - (ii) Surplus from the annual regular budgets that, from 2018 onwards, would become available upon funding of the Revolving Fund,¹⁸
 - (iii) Surplus from the permanent premises unified budget, including excess contributions from one-time payments;
- g) *Requests* the Court to establish a Revolving Fund to cover multi-year urgent repairs, only, under the following conditions:
 - (i) Repairs should affect components of the premises that are inherently both structural (major repairs, that would otherwise be part of long-term replacements) and urgent (that cannot be addressed according to an approved mid-term schedule),
 - (ii) Resources should not exceed, at any time, € million,
 - (iii) Funding shall be ensured
 - Until 2017, through the surplus from the annual regular budgets,
 - Starting in 2018, with an annual budgeted contribution of €500,000;
- h) *Approves* that cash advances to the Revolving Fund and to the Capital Fund may be made from the reserves of the Court, in order to meet any cash needs prior to the availability of the other established resources, as a temporary and prudent measure of last resort, for a limited amount, and with an agreed schedule of restitution;¹⁹

¹⁶ Currently estimated at €14,252,600, including €206,000,000 unified project budget, and €8,237,600 budgeted organizational costs. See CBF/24/20, *Interim Report on the activities of the Oversight Committee*, annex III.

¹⁷ Expenditures of PDO throughout the project, 2008-2016.

¹⁸ The use of surplus for the permanent premises had already been added as a potential means of funding: amendment to FRR 4.7, introduced by ICC-ASP/12/Res.2, annex II. Coordination with the findings in this paper and the following provision on the Revolving Fund results in the following:

- (i) For the first 10 years it is assumed that there will be no capital replacement needs;
 - (ii) Consequently, no actual resources are foreseen to be cashed out of the Capital Fund;
 - (iii) Instead, during the first 10 years the Revolving Fund might have to be used for urgent repairs;
 - (iv) Since the Revolving Fund (contingencies for major repairs) is a funding priority with respect to the Capital Fund (scheduled structural repairs), in the first 10 years the available surplus would build security in the former;
 - (v) Once the Revolving Fund is financed, surplus in excess would start accumulating in the Capital Fund.
- Consequently, the use of surplus is as follows:
- (a) 2016-2017 – priority for the Revolving Fund
 - (b) 2018-onward, surplus should accumulate in the Capital Fund. By then, the Revolving Fund should be enough funded and, in any event, the flat annual budgeted contribution of €500,000 will ensure that it remains funded.

To address any occasional shortage of resources in either of the Revolving and Capital Funds (such as, e.g., insufficient surplus is available in the former during the first years), the cash reserves of the Court would be made accessible as it was done for funding the unified budget (2013) and, to some extent, also for the recent funding of the project budget increase (2015). However, since this would be a temporary measure, the same conditions adopted in 2013 would apply.

¹⁹ Identical to ICC-ASP/12/Res.2, para.17.

- i) *Acknowledges* that the following costs will be included in the annual budgets of the Court:
 - (i) Operational costs, including utilities, cleaning and staff costs,
 - (iv) Services needed for running the premises (e.g., occasional conversion of Courtroom 1 for Assembly of States Parties purposes),
 - (iii) Other Facility Management Costs;
- j) *Decides* that the financing of the long-term costs shall be covered through the following:
 - (i) Capital Fund,
 - (ii) Annual budgets [at the times foreseen in the multi-year plans prepared by the governance structure and approved by the Assembly of States Parties]
 - (iii) Any loans, as appropriate, that might be approved by the Assembly [including, if made available, by the host State, and as proposed by the governance structure].

Appendixes I to V

[see CBF/24/20, Interim Report on the activities of the Oversight Committee, 15 April 2015]

Appendix VI

Working group on Total Cost of Ownership: Visit to Geneva on 25 September 2013

1. Visit to Geneva on 25 September 2013
 - (a) The PDO and the Court (Maria) were there the day before, as well, for visiting WHO and WMO. I travelled for the day with the Expert, Mr. Franke, and Peter Timmermans.
 - (b) The whole party went to **WTO** and to the **Maison de la Paix** (MdP - a foundation contributed by the Swiss public authorities).
 - (c) Finally, Pierre Gilliot provided us with an illustration of the experience of **FIPOI** over 25 years in managing 1 billion euro of real estate investment (5 main buildings plus many smaller others).
2. The two projects visited yesterday were of comparable size and complexity with the Permanent Premises. Both of them are projects just completed after a process of 5-6 years long. However, while WTO is a total refurbishment and expansion of preexisting buildings, the MdP is an entirely new construction. Figures on the staff/visitors/sqm are also comparable.

WTO = 850 staff, up to 1.000 visitors (mostly diplomats of 159 MSs), 37.000 sqm, CHF 200 million

MdP = 400 staff, 400 to 1.000 visitors (mostly university students), CHF 183 million
3. In summary the findings are as follows:
 - (a) Maintenance is kept in house as management and strategy, with Units (FMU) of 9 for WTO and 20 for MdP (in this case also small and urgent maintenance is done in-house),
 - (b) In-house resources manage outsourced resources, i.e. contracts with separate external companies are entered (e.g., cleaning, security),
 - (c) MdP does not foresee to change this policy, i.e. they will address also capital replacement through in house resources,
 - (d) On the contrary, WTO is committed to developing, in a first period of up to 10 years after the end of the construction, sufficient in-house experience in its FMU of 9. At that point, they intend to select a general contractor for carrying out all the maintenance. This would allow them to scale down their current in-house resources of 9, so that 4 or 5 FTEs can in future be in charge, having developed over 10 years sufficient experience, of hiring external companies and have the supervision,
 - (e) From **FIPOI experience**, it turns out that:
 - (i) for the first 10 years upon delivery of the project, no capital replacement is considered necessary [this finding does not align with the information received by Brinks, which includes investment costs already after 5 and 7 years],

- (ii) the lifetime of the building is considered 100 years, taking into account that there is a divergence between the theoretical period of useful life (50 years) and what in reality happens, as buildings are not dismissed unless necessary,
 - (iii) [this findings does not align with the assumption of Brinks that lifecycle of the building is 40 years]
 - (iv) the benchmark adopted for capital replacement is 1% of the construction costs, i.e. 2 million per year, with a project value of 200 million,
 - (v) [this benchmark does not align with Brink's one, which is 1.5%]
 - (vi) while the benchmark window is between 1 and 1.4 %, the adoption of a 1% reference is based on experience, and is already very conservative. In fact, they would normally only need 0.8%, and consequently normally there is a surplus,
 - (vii) these values are calculated on the individual projects, and not balancing the whole portfolio (so that savings on one building would benefit additional costs for others). As a consequence, they would be applicable also on the scale of the PPP, without the benefits of a larger scale management (e.g. by RGD),
 - (viii) the model adopted by FIPOI (actual lifecycle of 100 years and 1% benchmark) brings a cost reduction of 30%-40%, compared with what would be if one had to outsource to a general contractor this strategy, as they would present figures based on the theoretical model and not on experience.
4. On the financing side, its was interesting what is happening in WTO, where MSs are pursuing a ZNG policy but in the next biennial budget it is proposed that the following resources be set aside for future capital replacement needs:
- (i) savings on the construction project (15 mio), and
 - (ii) surplus of the preceding biennium.
5. This is in addition to the CHF 1 million that Switzerland contributes every year for this purpose, as a result of the re-negotiation of the HQ Agreement.

Appendix VII

Working group on Total Cost of Ownership: Visit to Vienna on 28 March 2014

A. Visit

1. The visit was conducted to UNIDO, located within the Vienna International Centre - VIC, seat to UNIDO, IAEA, UNOV, and CTBTO.

The visiting team comprised the Project Manager (Peter Timmermans – Brink Groep), the Court (Sean Walsh) and the OC representative (Roberto Bellelli), and was received by the Chief of the **Buildings Management Service – BMS** (Arch. Teresa Garcia-Gill Cuéllar) and her staff.

B. The VIC

2. The VIC complex of buildings is the largest one among International Organizations, was built in the 1970', and its structural features are:

| | |
|---------------------------------|--|
| Ownership..... | Austrian Ministry of Finance, |
| Gross floor area..... | 380.000 sqm, |
| Office and conference area..... | 180.000 sqm |
| Value (actualized) | €1 billion (originally, \$ 450 million) |
| Workplaces | 4.500 staff + 2.500 visitors (delegates) |

C. Facility Management model and resources.

3. BMS provides in-house maintenance services to all the complex (the 4 Organizations). While most of the work is done in-house, external contractors are used for a list of services, including lifts and escalators maintenance, cleaning, fire detectors, and waste management (see list at pages 15-16 of the presentation).
4. BMS has a staff of 80 (1 Director, 3 P, and the rest at GS level), against approved posts for 111 positions (1 Director, 5P, and 105 at GS level).
5. Joint procurement with other Organizations based in Vienna (e.g., OPEC and OSCE) has not been realised, as servicing the Organizations at VIC already poses significant policy challenges.

D. Maintenance and replacement Budget

6. Costs are shared between the 4 Organizations, based on a formula which takes into account the space assigned/used and the number of staff: changes in these two elements (regular scaling up/down of the Organizations) lead to yearly changes of the costs for each Organization.
7. The annual budget of approx. €30 million is broken down as follows:
 - (a) *Common buildings management* €20.5 million (of which, utilities €-7 mio; long term mainenance and replacement €7.5 mio; cleaning and other operational costs, incl. staff costs €-6 mio). Any annual saving on this budget (surplus) is not returned to Member States but accumulated in a Fund, currently at the level of €12-13 mio, and managed by the UNIDO Financial Unit;
 - (b) *Joint Buildings Management* €1.0 million (for conference services);
 - (c) *Major Repairs and Replacements* €3.5 million, out of a Fund which is financed 50% /50% (€1.75 mio) by the Organizations and the Host State. The amount of €3.5 is fixed for a theoretical 5 years, but is extended empirically to last

15 years. E.g., air conditioning system is included, but a split unit would not; lighting system to be replaced because of new technology to be adopted, but not if only a number of lights are changed.

A *Permanent Technical Working Group*, including the Host State, adopts recommendations every year, while the *Major Repair Joint Committee* adopts decisions;

- (d) *Projects entirely financed by individual entities* € million (funded by the Organizations, the Host State or others).

E. Contractual services outsourced

8. See list at pages 15-16 of the presentation. It was noted that outsourcing services should be done taking into account the need to maintain the ownership in the Organization, in order to ensure preventive and accurate maintenance.

F. Maintenance periods and useful lifetime of assets

9. There is no fixed period for the maintenance and/or replacement of assets: while the funding is provided on a multi-annual basis (biennial budget and amount of the Fund extended up to 15 years), the management of the maintenance and capital replacement is on an annual basis.

10. Extension of the useful lifetime of assets is common, with an accepted divergence between theoretical and actual periods: e.g., under Austrian law, air conditioning is to be replaced after 25 years, but this period is extended because of the lack of resources.

Appendix VIII

Court views on the draft decision on total cost of ownership, dated 15 September 2015

1. The Court has carefully considered the "Comprehensive Recommendation" on the Total Cost of Ownership issued by the Chairman of the OC for consideration and decision by the OC. The Court is of the opinion that the comprehensive advice issued by the Working Group on Total Cost of Ownership (WGTCO) on 2 April 2015 and shared by the expert of the OC, represents the best solution for the Court's permanent premises, as to the maintenance and capital replacement strategy in order to preserve the full functionality and value of its premises in the long run.
2. The WGTCO, chaired by the Project Director and composed of representatives of the Court and the Oversight Committee, including the Oversight Committee's expert, met several times from April 2013 to March 2015 and was periodically attended by the external auditors. It discussed extensively the subject matter and decided on:
 - (a) *Organizational model*: maintenance and capital replacements outsourced to a main contractor (as opposed to in-house solution), with a lean Facility Management Unit in the Registry;
 - (b) *Funding Strategy*: financing of the maintenance programme through the regular budget of the Court and financing of the capital replacement programme through the establishment of a fund to be financed with flattened annual contributions would ensure smooth implementation. Alternative solutions, such as hybrid fund with lower contributions and credit facility were also considered viable;
 - (c) *Governance*: CBF and ASP; implementation audited by external auditors; and
 - (d) *Contributions to the Permanent Premises construction project's costs by new States*: forward looking through the payment of the share into the fund to reduce the TCO cost for the existing States. However, this requires that the value of the building be preserved at the same level through the implementation of an appropriate programme of maintenance and capital replacement as per the WGTCO advice. However, the Court believes that introducing a mechanism for future States Parties to proportionally contribute to the permanent premises construction project's costs could be a negative incentive for non-States Parties to join the ICC in the future, potentially affecting universality.
3. Based on the WGTCO conclusions and advice, the Court is concerned that the proposal made by the Chairman of the OC might entail serious risks in the long run for a sustainable maintenance and capital replacement programme for the Court's premises. The Court would like the above to be put in the records.

Annex III

The Premises Committee and the Project Director's Office

A. Premises Committee

1. Establishment

1. A Premises Committee of States Parties is hereby established as a subsidiary body of the Assembly of States Parties pursuant to article 112, paragraph 4, of the Rome Statute.

2. Mandate

2. The mandate of the Premises Committee shall be to provide a standing body to act on behalf of the Assembly in the ownership interests related to the permanent premises of the International Criminal Court. The role of the Premises Committee will be of strategic oversight and control, with routine management of the premises resting with the Court.

3. Specifically, the Premises Committee shall:

- (a) Provide overall monitoring and oversight of the permanent premises to ensure that they preserve the appropriate value and functionality requirements throughout their lifetime, and that risks and issues are identified and managed appropriately;
- (b) Prepare information, recommendations and draft resolutions for decision by the Assembly, including issues relating to operationalization of the governance structure and the medium-term plans for long-term maintenance and capital replacement, as well as for the other maintenance plans;
- (c) Within the authority delegated by the Assembly, make key strategic decisions including the authorization of changes to the floor-plans and other scalability features that fall outside the medium-term plans and are urgent in nature;
- (d) Review the annual maintenance plans prepared by the Court to ensure consistency with the policies of adopted by the Assembly and the longer term investments and maintenance, and, upon advice of the Committee on Budget and Finance, make the relevant recommendations to the Assembly;
- (e) Resolve any issue referred by the Project Director, Court or host State; and
- (f) Resolve any other matters concerning the ownership related interests of the Assembly.

3. Membership

4. The Premises Committee shall be a body consisting of 10 States Parties, with at least one member from each regional group.

4. Selection

5. Members of the Premises Committee shall be elected by the Assembly upon recommendation of the Bureau. The duration of each term shall be two years and is renewable. If a State Party withdraws from the Premises Committee, the Bureau may designate another State Party to fill the position until the next session of the Assembly of States Parties.

5. Representation

6. States Parties shall be represented at the Ambassadorial level in the Premises Committee. As appropriate, representatives may be assisted by alternates.

6. Consistency

7. States Parties members should strive to ensure consistency with respect to their representation and attendance at meetings. If a Premises Committee member fails to attend two consecutive meetings, the Chairperson of the Premises Committee shall initiate consultations with that member to determine if the member is able to continue its participation on the Premises Committee.

7. Voting

8. The Premises Committee should strive for consensus. In the absence of consensus, decisions shall be taken on the basis of a simple majority of members present and voting. In the case of a tie, the Chairperson's vote shall be decisive. The phrase "members present and voting" means members present and casting an affirmative or negative vote. Members who abstain shall be considered as not voting.

8. Quorum

9. A quorum shall consist of at least six members.

9. Chairperson and Vice-Chairpersons

10. The Premises Committee shall elect a Chairperson and two Vice-Chairpersons for a two-year period. This term is renewable. The Chairperson and Vice-Chairpersons shall each have a vote.

10. Frequency of meetings

11. The Premises Committee shall meet six times a year or as required by the Chairperson. The Registrar of the Court or the host State or the Project Director can request a meeting of the Premises Committee to address any urgent matter.

11. *In camera* deliberations

12. The Premises Committee shall receive information from the Project Director, the Court and host State and may invite other experts and participants to provide information or input in open sessions. Deliberations by the Premises Committee shall be *in camera*, unless the Chairperson decides otherwise.

12. Participation by non-members

13. The Court, the host State and other States Parties have the right to be present during the open sessions of the Premises Committee.

13. Experts

14. The Premises Committee shall be assisted in its work by an ad hoc committee of experts from States Parties and/or by experts selected by the Premises Committee.

14. Role of the Committee on Budget and Finance

15. The Premises Committee shall provide progress reports to the Committee on Budget and Finance prior to its meetings. The Premises Committee shall submit to the Committee on Budget and Finance for advice any submissions with financial implications for the Assembly.

15. Role of the Bureau

16. The Premises Committee shall provide regular status reports to the Bureau and shall submit any draft resolutions or information to the Assembly through the Bureau.

16. Delegated authority

17. The Premises Committee shall have the authority delegated from the Assembly to:
- (a) Conduct a recruitment process for the position of Project Director to conduct, when appropriate, the long-term maintenance and capital replacement projects;
 - (b) Decide on the hiring, renewal, non-renewal, suspension and termination of the Project Director (the Registrar of the Court and a representative of the host State have the right to participate and vote in this decision-making process);
 - (c) Where a decision is required in a time frame that would not allow for a decision by the Assembly, authorize any changes to the medium-term plans scope, objectives, design or expenditures up to the limit of the Revolving Fund, and with the view to ensuring that the scalability and flexibility of the premises is driven by necessity and compliance with the policies of the Assembly;
 - (d) Hear any serious dispute between the Court, the host State and/or Project Director, with a view to finding an efficient and effective resolution; and
 - (e) Authorize signature of major contracts on the recommendation of the Project Director.
18. The Chairperson of the Premises Committee shall report to the Assembly at its next session on any exercise of this delegated authority.

17. Support

19. The Premises Committee shall be assisted by the Secretariat of the Assembly of States Parties.

B. Project Director's Office**1. Establishment**

20. Upon approval of the Assembly of States Parties, the Registrar of the International Criminal Court shall establish a Project Director's Office. The Project Director will be the head of the Office.

2. Independence

21. The Project Director's Office shall operate under the full authority of the Assembly of States Parties and report directly and be accountable to the Assembly through the Premises Committee.

3. Relationship to the International Criminal Court

22. Without prejudice to paragraph 2 above, the Project Director's Office shall be an integral part of the International Criminal Court; for administrative and staff purposes, the Project Director's Office and its staff shall be attached to the Registry of the Court.

4. Privileges and immunities

23. As part of the staff of the Registry and, as such, of the Court, the staff of the Project Director's Office shall enjoy the same rights, duties, privileges, immunities and benefits.

5. Mandate

24. The mandate of the Project Director's Office is to ensure that the capital replacement projects and, when appropriate, long-term maintenance projects at the permanent premises of the Court are delivered on time, within cost and to specifications and quality. The Project Director shall have the final responsibility for the overall

management of the projects and shall be responsible for meeting the project's goals, timelines and costs and quality requirements.

6. Functions

25. The functions of the Project Director's Office shall be to manage the entire project, which would include, inter alia:

- (a) Provision of day-to-day oversight of the preparations and implementation of the capital replacement projects;
- (b) Provision of strategic direction to the project management, construction and design teams;
- (c) Preparation and implementation of a risk management plan for the project;
- (d) Assessment and evaluation of the designs, requests for modifications, cost implications, emerging problems, mitigation solutions or any other issues that may affect the cost, quality and/or timeliness of the project;
- (e) Provision of monthly (or as required) status reports to the Premises Committee which will be shared with the Court and the host State and shall be made available to the Bureau;
- (f) Leading the negotiations of the terms and conditions to retain the architect and the design team;
- (g) Leading the tendering and selection process for the construction team;
- (h) Making decisions within the authority delegated by the Assembly;
- (i) Provision of assessments and advice to the Premises Committee on any issues requiring decisions within the delegated authority of the Committee; and
- (j) Provision of assessments and advice to the Premises Committee on any issues requiring decisions by the Assembly.

7. Composition of the Office

26. The Project Director's Office will consist of the Project Director and support staff, as approved by the Assembly of States Parties upon recommendation of the Premises Committee.

Annex IV

Progress report for the Oversight Committee: Construction Project and Transition Project: ICC NPP Summary financial total overview

| | Budget | | SAP Budget execution | | | | Provisions | | | Total estimated cost | | | |
|----------------------------------|------------------------|------------------------------------|----------------------|--------------------|---------------------|--------------------------|-----------------------------|------------------------------|----------------------|-----------------------|--------------------|------------------|-------------------|
| | Budget approved by ASP | Budget approved for spending by OC | (2) | (3) | (5=2+3+4) | (A) | (B1) | (B2) | (5+A+B1) | (5+A+B2) | Saldo best case | Saldo worst case | |
| | | Budget closing position | SAP paid to date | SAP PO to date | SAP total execution | Obligated not in SAP yet | Still to obligate best case | Still to obligate worst case | Total cost best case | Total cost worst case | Saldo best case | Saldo worst case | |
| Construction cost | | | | | | | | | | | | | |
| Form of Agreement (excluding AV) | 141,040,700 | 0 | 141,040,700 | 138,050,000 | 2,990,700 | 141,040,700 | 0 | -248,087 | -248,087 | 140,792,613 | 140,792,613 | 248,087 | 248,087 |
| Share part ICC NEC3 contract | 0 | 0 | 0 | 0 | 0 | 0 | 0 | -2,391,521 | -1,979,577 | -2,391,521 | -1,979,577 | 2,391,521 | 1,979,577 |
| AV | 6,000,000 | 0 | 6,000,000 | 1,437,801 | 7,340,169 | 8,777,969 | 0 | 0 | 0 | 8,777,969 | 8,777,969 | -2,777,969 | -2,777,969 |
| Construction others | 719,000 | 0 | 719,000 | 1,397,775 | 27,212 | 1,424,987 | 0 | -150,000 | -150,000 | 1,274,987 | 1,274,987 | -555,987 | -555,987 |
| Risk | 12,046,231 | 0 | 12,046,231 | 7,147,183 | 12,268,087 | 19,415,270 | 0 | 329,318 | 1,127,562 | 19,744,588 | 20,542,832 | -7,698,357 | -8,496,601 |
| Permits & Dues | 2,549,526 | 0 | 2,549,526 | 2,554,381 | 12,515 | 2,566,896 | 0 | 0 | 0 | 2,566,896 | 2,566,896 | -17,370 | -17,370 |
| Fees | 20,492,188 | 0 | 20,492,188 | 19,633,463 | 550,192 | 20,183,654 | 0 | 0 | 0 | 20,183,654 | 20,183,654 | 308,534 | 308,534 |
| Other Cost | 1,500,000 | 0 | 1,500,000 | 1,500,000 | 0 | 1,500,000 | 0 | 0 | 0 | 1,500,000 | 1,500,000 | 0 | 0 |
| Additional budget | 8,300,000 | 8,300,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8,300,000 | 8,300,000 |
| <i>Subtotal construction</i> | <i>184,347,645</i> | <i>8,300,000</i> | <i>192,647,645</i> | <i>171,720,603</i> | <i>23,188,874</i> | <i>194,909,477</i> | <i>0</i> | <i>-2,460,290</i> | <i>-1,250,102</i> | <i>192,449,187</i> | <i>193,659,375</i> | <i>198,458</i> | <i>-1,011,730</i> |
| Transition | | | | | | | | | | | | | |
| Construction cost transition | 1,067,355 | - | 1,067,355 | 3,101,203 | 18,100 | 3,119,302 | - | 67,100 | 82,100 | 3,186,402 | 3,201,402 | -2,119,047 | -2,134,047 |
| Fees transition | 3,450,820 | - | 3,450,820 | 1,280,437 | 262,415 | 1,542,851 | - | 1,023,311 | 1,093,311 | 2,566,162 | 2,636,162 | 884,658 | 814,658 |
| Equipment transition | 6,834,180 | - | 6,834,180 | 1,597,792 | 1,635,351 | 3,233,143 | - | 1,781,122 | 1,801,122 | 5,014,265 | 5,034,265 | 1,819,915 | 1,799,915 |
| Reserve | - | - | 0 | - | - | - | - | 0 | 480,526 | 0 | 480,526 | 0 | -480,526 |
| <i>Subtotal transition</i> | <i>11,352,355</i> | <i>-</i> | <i>11,352,355</i> | <i>5,979,431</i> | <i>1,915,865</i> | <i>7,895,296</i> | <i>-</i> | <i>2,871,533</i> | <i>3,457,059</i> | <i>10,766,829</i> | <i>11,352,355</i> | <i>585,526</i> | <i>-0</i> |
| Consolidated | 195,700,000 | 8,300,000 | 204,000,000 | 177,700,034 | 25,104,739 | 202,804,773 | 0 | 411,243 | 2,206,957 | 203,216,016 | 205,011,730 | 783,984 | -1,011,730 |

Annex V

Expenditures and future projected budgets for Major Programme VII-1 (Project Director's Office) per 31 August 2015 (in thousands of euro)

| 7110 and 7120 Project Director's Office (permanent premises) | <i>Actual expen- diture 2008</i> | <i>Actual expen- diture 2009</i> | <i>Actual expen- diture 2010</i> | <i>Actual expen- diture 2011</i> | <i>Actual expen- diture 2012</i> | <i>Actual expen- diture 2013</i> | <i>Actual expen- diture 2014(**)</i> | <i>Approved budget 2015</i> | <i>Actual expen- diture per 31Aug2015</i> | <i>Actual impl. rate in %</i> | <i>Anticipated expen- diture 2015</i> | <i>Total 2008-2015 (*)(**)</i> | <i>Proposed budget 2016 (estimated) (*)(**)</i> | <i>Total 2008-2016</i> |
|---|--|--|--|--|--|--|--|-------------------------------------|---|---------------------------------------|---|--|---|----------------------------|
| Professional staff | No breakdown available | | | | | | | | | | | | | |
| General Service staff | | | | | | | | | | | | | | |
| <i>Subtotal staff</i> | <i>48.3</i> | <i>266.6</i> | <i>315.6</i> | <i>321.5</i> | <i>352.4</i> | <i>599.0</i> | <i>654.2</i> | <i>448.0</i> | <i>356.3</i> | <i>79.5%</i> | <i>448.0</i> | <i>3,005.6</i> | <i>282.3</i> | <i>3,287.9</i> |
| General temporary assistance | | 16.8 | 26.4 | 9.7 | 37.2 | 74.7 | 353.0 | 0.0 | 345.6 | | 244.0 | 761.8 | 168.0 | 929.8 |
| Consultants | | | | | | | | 0.0 | | | | - | - | - |
| <i>Subtotal other staff</i> | | <i>16.8</i> | <i>26.4</i> | <i>9.7</i> | <i>37.2</i> | <i>74.7</i> | <i>353.0</i> | <i>0.0</i> | <i>345.6</i> | | <i>244.0</i> | <i>761.8</i> | <i>-</i> | <i>761.8</i> |
| Travel | 0.5 | 4.4 | 14.9 | 19.3 | 6.4 | 10.2 | 25.8 | 11.0 | 11.3 | 102% | 11.0 | 92.5 | 5.6 | 98.1 |
| Hospitality | | 5.7 | 8.6 | 2.8 | 4.2 | 1.5 | 0.4 | 2.5 | 0.0 | 0% | 2.5 | 25.7 | 2.5 | 28.2 |
| Contractual services | 35.0 | 2.1 | 9.4 | 28.2 | 148.1 | 309.7 | 187.9 | 671.6 | 118.3 | 18% | 427.6 | 1,148.1 | 332.0 | 1,480.1 |
| Training | | | | 3.2 | 36.5 | 0.0 | 13.6 | 2.5 | 12.5 | 498% | 2.5 | 55.8 | 2.5 | 58.3 |
| General operating expenses | | 9.9 | 20.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2.5 | 0.0 | 0% | 2.5 | 32.4 | 2.5 | 34.9 |
| Supplies and materials | | | | 1.1 | 0.0 | 0.0 | 0.2 | 1.0 | 0.4 | 40% | 1.0 | 2.3 | 1.0 | 3.3 |
| Furniture and equipment | | 11.9 | 0.5 | 0.6 | 1.8 | 3.3 | 0.0 | 1.5 | 0.0 | 0% | 1.5 | 19.6 | - | 19.6 |
| <i>Subtotal non-staff</i> | <i>35.5</i> | <i>34.0</i> | <i>53.4</i> | <i>55.2</i> | <i>197.1</i> | <i>324.7</i> | <i>228.0</i> | <i>692.6</i> | <i>142.4</i> | <i>0.2%</i> | <i>448.6</i> | <i>1,376.5</i> | <i>346.1</i> | <i>1,722.6</i> |
| Total | 83.8 | 317.4 | 395.4 | 386.4 | 586.7 | 998.4 | 1235.2 | 1140.6 | 844.2 | | 1140.6 | 5,143.8 | 796.4 | 5,772.2 |

(*) Proposed budgets and subject to change

(**) As of 2014 programme 7110 incorporates the former sub-programme 3770

(***) As of 2014 programme 7130, previously known as "2gv" costs is incorporated in the increased multi-annual construction budget

Annex VI

Total projected cost of the permanent premises project per 31 August 2015 (in thousands of euro) - Expenditures and future budgets permanent premises project

| | Actual expen- diture 2008 | Actual expen- diture 2009 | Actual expen- diture 2010 | Actual expen- diture 2011 | Actual expen- diture 2012 | Actual expen- diture 2013 | Actual expen- diture 2014 | Approved budget 2015 | Actual expenditure in 2015 per 31 Aug 2015 | Actual expen- diture 2008-31 Aug 2015 | Antici- -pated expen- diture 2015 | Proposed budget 2016 (*) | Total (estimated 2008-2016 |
|--|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|----------------------------|--|---|---|--------------------------------|----------------------------------|
| UNIFIED PROJECT BUDGET (MULTI-ANNUAL BUDGET) | | | | | | | | | | | | | |
| Revised total unified project budget, including 3gv and 2gv costs (195,715 k€) + 4,300 k € = 204,000 k € as per ASP res June 2015 | - | 1,279.5 | 5,133.3 | 6,873.4 | 8,566.5 | 37,300.9 | 84,017.0 | 57,375.1 | 34,606.6 | 177,777.3 | 57,375.1 | 3,454.2 | 204,000.0 |
| Total unified project budget (****) | | | | | | | | | | | | | 204,000.0 |
| ANNUAL BUDGET | | | | | | | | | | | | | |
| Major Programme VII-1 | 83.8 | 317.4 | 395.4 | 386.4 | 586.7 | 998.4 | 1235.2 | 1140.6 | 844.2 | 4,847.5 | 1,140.6 | 796.5 | 5,940.3 |
| Programme 7110 - Project Director's Office | 83.8 | 317.4 | 395.4 | 386.4 | 421.8 | 782.6 | 695.8 | 504.5 | 396.4 | 3,479.6 | 504.5 | 490.5 | 4,078.2 |
| Programme 7120 - ICC Staff Resources and management support (**) | 0.0 | 0.0 | 0.0 | 0.0 | 113.9 | 215.8 | 539.5 | 636.1 | 447.8 | 1,317.0 | 636.1 | 306.0 | 1,811.3 |
| Programme 7130 - 2gv elements (non-integrated user equipment) (***) | 0.0 | 0.0 | 0.0 | 0.0 | 50.9 | 0.0 | 0.0 | 0.0 | | 50.8 | 0.0 | 0.0 | 50.8 |
| Sub-programme 3770 - Registry Permanent Premises Office | 268.2 | 260.9 | 381.4 | 379.8 | 407.4 | 323.4 | 0.0 | 0.0 | 2,021.2 | 0.0 | 0.0 | 0.0 | 2,021.2 |
| Total annual budget | | | | | | | | | | | | | 7,961.5 |
| Estimated Grand Total 2008 - 2016 | | | | | | | | | | | | | 211,961.5 |

(*) Proposed budgets and subject to change

(**) As of 2014 programme 7110 incorporates the former sub-programme 3770

(***) As of 2014 programme 7130, previously known as "2gv" costs is incorporated in the increased multi-annual construction budget

(****) Total project cost increase up to 204,000.00 k € is under delegated authority of Oversight Committee

Annex VII

Cash flow projection 2015-2016

| | LTD | Jul 2015 | Aug 2015 | Sep 2015 | Oct 2015 | Nov 2015 | Dec 2015 | Jan 2016 | Feb 2016 | Mar 2016 | Jun 2016 | Oct 2016 | Total |
|---|-------------|-----------|-----------|-----------|-----------|-----------|----------|-----------|----------|----------|----------|----------|--------------|
| Cash opening balance | | - | 3,824,883 | 5,179,402 | 2,542,841 | 1,020,818 | 786,066 | 210,332 | 55,879 | 9,619 | 4,119 | 150 | |
| Cash out CP + TP | 177,777,306 | - | 1,354,519 | 2,636,561 | 6,722,023 | 8,877,644 | 575,734 | 4,654,453 | 446,260 | 155,500 | | 800,000 | 204,000,000* |
| Refund interest | | | | | | | | | | | 543,969 | | 543,969 |
| Date of drawing = date of loan received on ICC Bank Account | 85,200,000 | | | | 5,200,000 | 5,492,892 | | | | | | | 95,892,892** |
| Other Funding needed | | | | | | 3,150,000 | - | 4,500,000 | 400,000 | 150,000 | 540,000 | 799,850 | 9,539,850*** |
| Cash balance | | 3,824,883 | 5,179,402 | 2,542,841 | 1,020,818 | 786,066 | 210,332 | 55,879 | 9,619 | 4,119 | 150 | 0 | |

* Based on an estimated final cost of €204 million.

** Estimated maximum use of the loan under current scale and formula.

*** Based on an estimated final cost of €204 million.