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Report on the activities of the Oversight Committee

Executive summary

The present report provides a summary of the activities of the Oversight Committee (“the Committee”) and other developments in the permanent premises project during 2012.

Following a pre-selection phase in the tender procedure, launched on 11 December 2011, four contenders were selected to participate in the award stage of the project, which begun on 7 May 2012 and closed with a unanimous recommendation of the assessment panel achieved on 17 August 2012.

On 24 August 2012, following the recommendation of the Project Director, the Oversight Committee decided to award the general contract for the construction of the project to Visser & Smit / Boele Van Eesteren for the Guaranteed Maximum Price of €147,044,700 against the €153,000,000 level available for this purpose out of the €190 million construction budget approved by the Assembly.

As a result, the following positive financial results have been achieved:

(a) 3gv costs, originally €22.1 million, have been entirely absorbed in the construction budget of €190 million; and

(b) additional savings of €6.3 million have been realized at the award stage of the contract.

Upon authorization of the Committee, the Registrar signed the general contract with Visser & Smit / Boele Van Eesteren on 1 October 2012.

The construction is expected to start in February 2013, and to be completed in September 2015, with readiness for the Court to move into the new premises in December 2015.

To strengthen the financial certainty of the project, the Committee decided to propose an extension of the deadline for States Parties to opt in the system to 31 December 2014, and for making possible advance payments to be received in full by 15 June 2015.

The Committee decided to elect Mr. Daniel Fieller (United Kingdom) as Vice-Chair.

Attached to this report are:

(a) Annex I: Project Director’s Office report for the second and third quarters of 2012, prepared in accordance with resolution ICC-ASP/6/Res. 1, annex IV, paragraph 6 (e),

(b) Annex II: Draft resolution on permanent premises, extending the date for States Parties to opt for one-time payments to 31 December 2014.

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I. Introduction

1. At its sixth session, held in November/December 2007, the Assembly of States Parties established an Oversight Committee (hereinafter "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 15, which states that the Committee shall provide regular status reports to the Bureau and shall submit any draft resolutions or information to the Assembly through the Bureau.

3. Since the tenth session of the Assembly, the Oversight Committee held 12 meetings under the Chairmanship of Mr. Roberto Bellelli (Italy), on 25 January, 15 February, 21 March, 18 April, 23 May, 20 June, 4 July, 22 and 30 August, 9 and 31 October and 7 November 2012.

4. Mr. Roberto Bellelli briefed The Hague Working Group on new developments related to the project on two occasions, at its fourth and sixth meeting, on 31 May and 20 September 2012. Progress reports were made and sent to the Bureau meetings held on 15 June and 18 September 2012, respectively. The Committee on Budget and Finance also received an interim report on 5 September 2012 and a briefing by the Chair of the Oversight Committee, on 27 September 2012.

II. Status of the project

A. Stages and timelines

1. Tender process

5. Upon authorization of the Committee,[2] the Project Director conducted, through an Assessment Panel composed of the key stakeholders of the project, a pre-selection stage aimed at identifying the most suitable tenderers. Four contenders were invited to participate in the award stage: TDI, Visser and Smit/Boele van Eesteren, Ballast Nedam/BAM, and Zublin.

6. At the conclusion of the award stage,[3] the bids were opened on 23 July 2012, in the presence of an independent public notary.

7. An assessment process took place between 23 July and 17 August 2012, whereby separate financial and qualitative assessments were conducted by three different teams. The Committee was represented as an observer in the qualitative assessment team by its Chair and two of its members.

8. Following reference project visits, presentations and interviews with each of the contenders were organized from 13 to 16 August 2012. The combined results of the financial and qualitative assessment procedure were put together and the final result of the award stage was achieved on 17 August 2012. The final result was determined according to the "MEAT" model (Most Economical Advantageous Tender), in which the quality score counted for 60 per cent, and the price score for 40 per cent of the assessment marks. The assessment panel unanimously recommended that the Visser & Smit/Boele Van Eesteren consortium be awarded the general contract for the permanent premises project for the agreed Guaranteed Maximum Price of €147.044.700, against the €153.000.000 level that was available for this purpose in the overall €190 million project budget.

2. Selection of the general contractor

9. Having considered the final result of the award stage,[4] the Committee decided, following the Project Director's recommendation and upon the unanimous conclusion of

[1] *Official Records … Sixth session…2007* (ICC-ASP/6/20), vol. I, part III, ICC-ASP/6/Res.1, para. 5 and annex II.
[2] Seventeenth meeting of the Oversight Committee, 28 November 2011.
[3] The award stage took place from 7 May to 23 July 2012.
[4] Ninth meeting of the Oversight Committee, 22 August 2012.

the Project Board, to award the general contract for the construction of the permanent premises to Visser & Smit / Boele Van Eesteren. No complaint was made against the tender process and result.

3. Signature of the general contract

10. Upon authorization of the Committee,[5] on 1 October 2012 the Court and the Combination Visser & Smit / Boele Van Eesteren signed the contract for the realisation of the permanent premises.

B. Cost of the project

Cost reduction of the project

11. The budget for the project had been approved by the Assembly both at its overall level of €190 million,[6] as well as per each financial year and phases.[7] Consequently, the initial approach of the Committee to keeping costs within budget had been consistent with the "phased" structure of the budget, by considering - at the different stages of the project - measures to keep the costs within the budget of the ongoing phase.

12. At its 8th meeting, on 6 July 2011, however, the Committee considered that decisions on elements pertaining to one phase of the project which would still remain within the budget parameters, might well drive cost increases and build financial risks for a budget overrun in a later phase, if not timely addressed. While both the Project Manager and the Committee's experts had assured that the quality of the design was such that limited surprises should arise at later stages, it was considered that the fact that soon after the start of the Final Design a possible significant cost overrun (security concept) had arisen was a clear indication of the uncertainties which still lied ahead of the project.[8]

13. In this regard, the Committee decided to strengthen the financial security of the project by adopting a strategy whereby costs were approached from the perspective of the overall project budget rather that on a phase-by-phase basis, as it had been in its previous practice. Therefore, the Committee decided to undertake a further review of the user requirements for the project, in addition to those related to Box 4 costs, also taking advantage of the arrival of a new Project Director.[9] This approach was also supported by the Committee on Budget and Finance.[10] The Project Director was requested to identify areas where requirements might be revised, in particular those corresponding to any functionality exceeding what is essential for the daily operations of the ICC's core functions,[11] and to provide a financial plan in order to absorb 3gv elements within the €190 construction budget.[12]

14. At its 9th meeting, on 27 July 2011, the Committee decided to consider 3gv costs of Box 4 (integrated user equipment), estimated at €22.1 million, as construction costs, in order to absorb them in the €190 million construction budget.

15. At its 12th meeting, on 22 September 2011, the Committee requested the Project Director to provide a financial plan on how the necessary savings could be achieved. The Committee was presented with the financial plan at its 13th meeting, on 13 October 2011, and concluded that it expected to have the total absorption of 3gv costs within the €190

[5] Letter of the Chair of the Oversight Committee to the Registrar, dated 27 August 2012.
[6] Resolution ICC-ASP/9/Res. 1, para. 3.
[7] *Ibid*., annex.
[8] Before starting the Final Design phase, the Value Engineering exercise had brought the Preliminary Design phase costs within the phase budget, in order to provide a clear starting point for the following Final Design phase. However, in implementing the Value Engineering, during the following Final Design phase, the Project Manager (Brink) had reported that the security concept posed a financial risk of up to €1.5 million, which later materialized in the amount of €1.88million.
[9] Report of the Activities of the Oversight Committee, 29 November 2011, ICC-ASP/10/22, para. 73.
[10] Report of the Committee on Budget and Finance on the work of its sixteenth session, ICC-ASP/10/5 para. 90: The Committee recommended that a financing strategy be developed to deal not only with the Box 4 costs but for any other cost overruns that the project could potentially face. This is particularly important given the reduction of the construction cushion and expenditures already made against the contingency fund of the project.
[11] Eighth meeting of the Oversight Committee, 6 July 2011.
[12] Twelfth meeting of the Oversight Committee, 22 September 2011.

million construction budget before the signature of the contract with the general contractor. Otherwise, it would be the Committee itself making the necessary cuts to bring the project within cost, or requesting the users to look into a list of possible savings to make their own choices.

16. The Committee agreed with the Court that the review of the requirements would need to fully safeguard the functionality of the project, while drawing a distinction between those requirements which are essential to the proper performance of the core duties of the Court and other elements of the project which might not meet this standard.[13]

17. On 15 February 2012, the Committee noted that changes to the functionality requirements may become necessary in order to comply with the objective of keeping the budget within the approved cost, in particular should the tender come back well above the approved budget.[14]

18. The Project Director presented an update on the risk assessment, highlighting the possible risks identified at every stage of the project and their estimated financial impact.[15] It was noted that between the end of the final design stage and the end of the final design plus stage, the estimate project and client risks had increased by €10 million. As a consequence, the total project budget for construction could reach €200 million.

19. The Committee reiterated its request that a list of requirements for possible review be prepared, and stressed that the cost reduction process should be realized in order to deliver the permanent premises within the limit of €190 million, in accordance with resolution ICC-ASP/6/Res.1.

20. Consequently, the Project Director presented a list of functionality requirements for possible review by the Committee upon completion of the selection process, as well as an update on the risk assessment. The Committee decided to make a decision on the list of requirements at the end of August 2012, if necessary and should the tender process not achieve the expected savings. However, the Committee also concluded that some requirements might need to be revisited in any case, irrespective of whether the tender process would have resulted in the expected savings, both in order to ensure that the project complies with the objective of providing no more that good quality premises, and to build financial security for the following construction phase. [16]

21. At the end of August 2012, as a result of the tender procedure and before the construction stage,[17] the cost reduction process had achieved its primary objectives,[18] namely:

a) 3gv costs for integrated user equipment (originally €22.1 million) were entirely absorbed in the approved maximum construction budget of €190 million, thereby eliminating the budget overrun of €10 million existing before the tender process; and

b) an additional saving of €6.3 million was achieved.[19]

Consequently, the projected construction costs amount to €183.7 million against an approved construction budget of €190 million (3.3% below budget). The Committee was pleased with this result, while noting that the challenges of the project throughout its construction phase require that a cautious approach to the financial aspects of the project is maintained until its final completion.

22. On this basis and in light of the positive outcome of the tender process, the Committee asked the Project Director to refine the list of requirements to be reviewed, so as to ensure that the construction stage of the project allows for good quality premises to be delivered, while avoiding elements that might not need the standard of coherence with the core functions of the Court, and that would negatively affect the Total Cost of Ownership.

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[13] Report of the Activities of the Oversight Committee, 29 November 2011, ICC-ASP/10/22, para. 74.
[14] Second meeting of the Oversight Committee, 15 February 2012.
[15] Fourth meeting of the Oversight Committee, 4 April 2012.
[16] Eighth meeting of the Oversight Committee, 4 July 2012.
[17] Ninth meeting of the Oversight Committee, 22 August 2012.
[18] Resolution ICC-ASP/10/Res.6, para. 6.
[19] As no challenges were brought against the contract award, the budget reserves for this purpose have benefitted this positive balance with 0.2 million euro.

23. The Committee also decided[20] to update its financial strategy, in order to ensure that challenges at the construction stage can be overcome with a continued prudent management of risks and resources.[21] In this regard, its was noted that any positive financial results achievable before the actual start of the construction should be used as an additional reserve for unforeseen circumstances that might arise until the end of the project, and subject to the Committee's policy decisions. This would include the difference between the resources allocated in the budget for the general contractor and the expected expenditure after the award of the contract (i.e. €6.3 million), while the review of functionality requirements described above is also expected to bring positive financial results. It was also clarified that any possible reduction in construction costs that might result from the adoption of further variants and benefit the project budget according to the NEC 3 contract scheme would be capitalized only at the end of the project. The Committee agreed to consider an update of its financial strategy which would include these elements.

III. Financial reporting

A. Project expenditures

24. As reported by the Project Director, the projected expenditures for the project budget (€190 million) from 2008 to 2012, as at 15 October 2012, amount to 20.8 million, as reflected in appendix II of annex I to this report.

B. One-time payments

25. At its seventh session, held in November 2008, the Assembly of States Parties invited States Parties to consider, by 15 October 2009, making a one-time payment equal to their share in the value of the total estimated overall construction costs, subject to an adjustment once the final cost of the project is determined.[22] The deadline for States Parties to opt for one-time payments was later extended to 15 October 2012.[23]

26. The Committee considered the possibility of further extending the deadline for one-time payments to 31 December 2014.[24] The Project Director indicated that should more States Parties opt for the one-time payment option, the total amount of the loan would be reduced, as would the interests to be paid for the loan, while the subsidy attached to the unused part of the loan would increase. In addition, it was stressed that one-time payments reduce almost by half the amount of contributions to be paid otherwise (including capital and interests).

27. The Committee agreed that a further extension of the deadline for one-time payments would offer benefits and not lead to any apparent shortcomings, also noting that several States Parties had recently expressed interest in availing themselves of the one-time payment option. Consequently, the Committee decided to propose in the draft resolution on permanent premises (annex II) an extension of the deadline for opting in the system to 31 December 2014, and for making possible advance payments to be received in full by 15 June 2015.[25] The Committee on Budget and Finance also agreed that such extension "was a good measure for increasing the financial certainty to the project".[26]

28. As at 30 October 2012, 33 States Parties have selected the option of a one-time payment of their assessed share, representing a total value of €36,370,811. As at the same date, one-time payments, partial or in full, have been received from 30 States Parties, totalling €34,470,490, which would allow the project not to draw down funds from the host State loan until June 2013.

[20] Ninth meeting of the Oversight Committee, 22 August 2012.
[21] The Committee on Budget and Finance, at its nineteenth session, has also endorsed this approach (ICC-ASP/11/15, para. 163).
[22] Resolution ICC-ASP/7/Res.1, paras. 6 and 7.
[23] Resolution ICC-ASP/8/Res.8, para. 1.
[24] Seventh meeting of the Oversight Committee, 20 June 2012.
[25] Tenth meeting of the Oversight Committee, 30 August 2012.
[26] Report of the Committee on Budget and Finance on the work of its nineteenth session, ICC-ASP/11/15, para. 169.

C. Total cost of ownership

29. The Committee requested the Project Director to present a paper on the updated cost of ownership and the issue of depreciation in particular, outlining the different options and their impact, the timeframe, as well as comparison points with other international organizations. [27]

30. On 21 March 2012, the Project Director made a presentation on the total cost of ownership (TCO), emphasizing that this issue had to be taken into account while ensuring that the construction and its related elements (Casco and 3gv) will be realized within the total budget of €190 million.[28] It was stressed that the Assembly and the Committee needed to prepare for the impact of the annual costs relating to the construction. The TCO includes three components, namely: (a) the financial costs;[29](b) the operating costs; and (c) the funding costs, for capital investment replacements throughout the lifetime of the permanent premises.

31. The future costs for using and owning the new premises and the site are currently estimated to impact in 2016 in a range between €13.3 and €14.8 million, including the financial costs, depending on the funding option that will be adopted.

32. It was stressed that the Assembly should consider the strategic decision of how to handle the funding costs, i.e. through an annual or a lifetime approach. While the latter would require that States Parties initially bear a higher cost for creating a multi-annual investment fund, the former would result in higher cost in the longer term. The Project Director also noted that the impact of the TCO would not be similar for all States Parties, based on their respective decision to opt for the one-time payment or not. The Project Director further noted that the Financial Regulations and Rules would need to be reviewed in order to ensure their consistency with the financial approach taken by the Assembly.

33. As regards the two possible funding approaches, the Project Director noted that, while the costs and benefits of each solution should be analyzed carefully, at first sight the lifetime approach seemed more sustainable and would generate a more comprehensive planning and decision-making process for the maintenance of the Court's permanent premises, as a new asset of States Parties. It was also pointed that a comparative analysis of other international organizations' approaches would be necessary in order to make an informed decision.

34. The Committee noted that while the issue had to be timely addressed, any solution adopted would impact not earlier that on the financial year 2016, due to the expected completion of the project in 2015. However, it was also suggested that, should the lifetime approach be finally selected by the Assembly, it might be appropriate to make this decision at an earlier date.

35. The Committee agreed that a technical working group had to be established under the lead of the Project Director, to address the Committee on Budget and Finance recommendation for developing "qualitative and quantitative assumptions, options and scenarios, including risk assessments and illustration of the costs"[30] regarding the TCO,[31] and taking into account that the review should include "the range of possible approaches, without focusing on one option, such as the lifetime approach".[32] The working group would also have to address any options for future States Parties to contribute to the project costs, as also recommended by the Committee on Budget and Finance.[33] The Committee noted that States Parties would find extremely difficult to cope with the maximum level of the estimated financial impact of the TCO. Consequently, any possible approach to funding the

[27] First meeting of the Oversight Committee, 25 January 2012.
[28] Third meeting of the Oversight Committee, 21 March 2012.
[29] These costs, for the repayment of the host State loan and its accrued interests, will amount to €6.9 million but are due only by States Parties that have not opted for a one-time payment.
[30] Report of the Committee on Budget and Finance on the work of its eighteenth session, ICC-ASP/11/5, para. 67. This recommendation was reiterated in the Report of the Committee on Budget and Finance on the work of its nineteenth session, ICC-ASP/11/15, para. 165.
[31] Sixth meeting of the Oversight Committee, 23 May 2012.
[32] Report of the Committee on Budget and Finance on the work of its nineteenth session, ICC-ASP/11/15, para. 166.
[33] *Ibidem*, para. 167.

TCO would need to consider limiting the immediate financial impact of the TCO, including through a combination of the lifetime and annual approach or other means. This issue would then be brought forward during the course of 2013.

D. Non-integrated user equipment ("2gv elements")

36. The Committee considered the recommendation of the Committee on Budget and Finance, that the Court review again the options for possibly mitigating 2gv costs, including the suitability and extended use of existing equipment.[34] The Committee concluded that the Court should, in consultation with the Project Director and the Oversight Committee, elaborate new options for reducing the 2gv elements, including the suitability and extended use of existing equipment as well as the option of joint procurement with other institutions, and report thereon in detail to the twelfth session of the Assembly of States Parties through the Oversight Committee.

IV. Other project related issues

A. Preparation of the site by the host State

37. In January 2012,[35] the host State indicated that the demolition of the Alexanderkazerne had started on 14 November 2011 and was still going on according to the schedule.

38. A site visit of the Alexanderkazerne was organized for the members of the Oversight Committee by the host State on 16 March 2012, to assess the progress made in the demolition process. At its third meeting, held on 21 March 2012, the Committee addressed three specific issues in relation to the findings during this visit:

(a) The accessibility to the main entrance: it was noted that some infrastructure work may be needed from the Municipality to allow cars to stop at the main entrance, given the narrowness of the street.

(b) The ground level: it was noted that the current ground level is well above the street level and that it would apparently be delivered as such to the Court. It was asked whether this would be in compliance with the agreement from the host Sate to deliver the ground ready for construction.

(c) The current entrance in Van Alkemadelaan: the Committee was informed that the current entrance in Van Alkemadelaan deserves protection and may remain in place should it become architecturally classified.

39. The Committee noted that should any of these findings entail delays and additional costs within the scope of the permanent premises perimeter, these costs could not be covered by the permanent premises budget.

40. On the accessibility to the main entrance, the Project Director clarified that for the past two years intensive discussions were being held with the urban planners of the Municipality to ensure that the design as it currently stands does fit within the available space. The Project Director was convinced that the design on the terrain of the Court and the design of the Municipality for the urban space will accommodate all requirements.

41. It was also clarified by the Oversight Committee that the host State, as further indicated in paragraph 49 of this report, was expected to deliver a site that is ready for construction with a generally levelled natural ground level that is free of buildings, foundations, cables, pipes, pollution, excavation holes etc. Thus, the ground level will be that of the natural landscape, while it will be for the project to bring it at the level required by the design. In practical terms, readiness for construction was expected to provide suitability for the access of and trafficking by construction vehicles and to be in line with the practical arrangements agreed between the Project Director's Office and the host State

[34] *Ibid.*, para.170.
[35] First meeting of the Oversight Committee, 25 January 2012.

representatives. The Committee also welcomed the additional efforts carried out by the host State in conducting site surveys.

42. The demolition process of the Alexanderkazerne on the construction site was finalized by the host State according to the schedule, and the deed transferring the ground was signed by the Dutch Ministry of Foreign Affairs and the Court on 20 September 2012.

B. Permit procedure and fee

43. The Project Director informed the Committee[36] that the building permit application had been submitted and received by the Municipality of The Hague on 12 March 2012.

44. In accordance with the initial timetable for the permit procedure, communicated by the Municipality of The Hague, the permit should have been formally published on 15 August 2012, and then be subject to public comments for a period of six weeks – with the publication of the final permit initially scheduled on 14 November 2012. Another six weeks period was retained for potential legal challenges, leading to the first week of January 2013.

45. The Committee was informed[37] that due to the complex nature of the permit application and following several further meetings with the Municipality (which had prompted additional design and re-design work by the project team), the building permit procedure had been deferred by the Municipality until this work was completed in accordance with required standards. Consequently, the draft building permit was finally published on 19 September 2012, and the expiry of the potential legal challenge period is now expected in mid-February 2013.

46. The Project Director had indicated in July 2012[38] that the permit fee would become payable when the final permit would be published. The Project Director also confirmed that the selected contractor could already make some further soil research and other preparations for the construction, between the handover of the site in September 2012 and the finalization of the permit procedure at the end of December 2012.

47. The Committee was informed[39] that the fee for the permit application amounted to €2.5 million, which was the maximum amount due for a permit procedure in The Hague.[40] The Committee had subsequently addressed a letter to the host State, dated 12 April 2012, concerning the permit fees in relation to the responsibility for administrative costs and the creation of appropriate surroundings for the project. The host State responded by a letter addressed to the Committee, dated 12 June 2012.

48. The host State noted[41] it had discussed the issue of the permit fee with the Municipality of The Hague, which indicated that it did not have any room to reduce the permit fee. Therefore, as communicated by the reply letter of 12 June 2012, the Dutch Ministry of Foreign Affairs was prepared to contribute €1.5 million, on the condition that the savings would be used exclusively for the permanent premises project, and that €0.5 million be earmarked to cover the demolition of the surroundings walls as well as a contribution to possible setbacks, such as the removal of obstacles at a depth of more than 2.5 meters.

49. The Committee emphasized that, independent of the fees for the permit procedure, the host State had previously agreed to transfer the ground "ready for construction", the meaning of which had been discussed in previous meetings of the Committee.[42] The Committee noted[43] that the notion "ready for construction" was defined in a Memorandum of the Rijksgebouwendienst, dated 28 January 2010. The Committee stressed that this memorandum did not include any reference to the limit of 2.5 meters underground mentioned in the host State letter dated 12 June 2012. However, the host State maintained

[36] Third meeting of the Oversight Committee, 21 March 2012.
[37] Ninth meeting of the Oversight Committee, 22 August 2012.
[38] Eighth meeting of the Oversight Committee, 4 July 2012.
[39] Third meeting of the Oversight Committee, 21 March 2012.
[40] Interim report on the activities of the Oversight Committee, CBF /18/15, paras. 49-52.
[41] Seventh meeting of the Oversight Committee, 20 June 2012.
[42] Third, fourth and fifth meeting of the Oversight Committee (2012), held on 21 March, 4 and 18 April 2012 respectively.
[43] Eighth meeting of the Oversight Committee, 4 July 2012.

that the memorandum should not be considered as part of the legal framework regulating its responsibilities in the project.

50. The Committee accepted the contribution of the host State towards the permit fee, without prejudice to the existing legal framework regulating the responsibilities of the host State and of the Assembly of States Parties.[44]

C. Specialized representational features

51. The Project Director noted that €1.2 million had been allocated in the budget for "specialized representational features, which remained to be defined at this stage. Resolution ICC-ASP/6/Res.1 had defined the notion of "integrated representational features" as "large sculptures, mosaics or other large pieces integrated into the architecture, facades or landscaping".[45]

52. The Committee considered how to proceed on this issue and decided to explore ways of including integrated pieces of art into the design, as requested by resolution ICC-ASP/6/Res.1.[46]

V. Audit strategy

53. In July 2012, [47]the Committee was informed that the Project Director had prepared a draft audit strategy. The Director of the Office of Internal Audit (OIA), recommended that some audit activities be outsourced.

54. The Committee underlined that the permanent premises project needed an audit strategy as a matter of priority, noting that it had to be performed by an independent expert. The Project Director suggested hiring an external consultant to perform this task such as the United Kingdom National Audit Office's consultant, who was knowledgeable with the permanent premises project.

55. Following the recommendations made by the Committee on Budget and Finance at its nineteenth session[48], the Committee reconsidered this issue and decided that the outside specialist called to perform this task will have to be hired through a selection procedure involving several offers and under the guidance of the OIA.[49]

[44] Tenth meeting of the Oversight Committee, 30 August 2012.
[45] Seventh meeting of the Oversight Committee, 20 June 2012.
[46] Eighth meeting of the Oversight Committee, 4 July 2012.
[47] *Ibid*.
[48] ICC-ASP/11/15, paras. 80-82
[49] Twelfth meeting of the Oversight Committee, 31 October 2012.

Annex I

Report of the Project Director's Office on the permanent premises project

Summary

The present report provides an update of the activities of the permanent premises project by the Project Director´s Office during the year 2012. It includes an overview of the main challenges experienced within the project during this period. The report also incorporates an overview of the project's financial status including one-time payments and the proposal to extend the deadline to for States Parties to opt for one-time payments until 31 December 2014.

A. Introduction

1. The present report is submitted in accordance with resolution ICC-ASP/6/Res.1, annex IV, paragraph 6 (e), which provides that the Project Director's Office shall provide quarterly (or as required) status reports to the Oversight Committee. The report provides an update of the activities of the permanent premises project during the year 2012 in view of the upcoming eleventh session of the Assembly of States Parties.

B. Project activities

1. Tendering of the general contractor

2. The tender procedure consisted of two phases: a) pre-selection phase, and b) award phase.

3. The pre-selection phase aimed at selecting the most suitable tenderers to fulfil the project objectives. An Assessment Panel composed of the key stakeholders to the project carried out the pre-selection taking into account a number of grounds of exclusion, some minimal requirements as well as a set of selection criteria, both technical and qualitative in nature.

4. The Assessment Panel received four expressions of interests, which were assessed according to the pre-determined criteria. This led to the selection of the four contenders, which were invited to the awarding phase: TBI Consortium, Visser Smit/ Boele & van Eesteren, Ballast Nedam/BAM, and Züblin.

5. The award phase started in early May 2012 with the sharing of the Request for Proposal documentation with the four tenderers.

6. A carefully set-up sequence of meetings took place with the four tenderers between May and mid-July 2012 to make them familiar with the extensive set of tender documents and to provide training in the NEC-3 contract methodology. The NEC-3 contract is a United Kingdom-originating contract that is also used internationally, and consists on procuring in a value-for-money instead of just the cheapest price basis. This methodology was selected due to its merits for stimulating a collaborative partnership between client and contractor throughout the lifespan of the project, hence providing a better guarantee for the project to finalise on time, within budget and according to the requirements.

7. All four tenderers submitted their proposals for the project on 23 July 2012. An official bid opening session was held shortly after the bid closing time. This bid opening session was conducted in the presence of representatives of the Court, the Project Management team and an independent Dutch notary. The notary documented the process and results of this procedure in an official report. The financial information was kept separate from the qualitative information.

8. An Assessment Panel was created to undertake the initial qualitative evaluation of the proposals before combining the assessments with the financial results and deciding on the contractor to be selected. Led by the Project Director, the Panel included the independent experts and representatives from the Court, and was supported by advisors from the Project Management team and members of the design team. Three members of the Oversight Committee accepted the invitation to observe the work of the Assessment Panel and the evaluation process. The host State declined the offer.

9. The first session of the Assessment Panel was held on 7 August 2012. The purpose of this session was to collate the individual marks from the seven members of the Panel and to conduct a preliminary evaluation of the candidates' proposed possible variants (which were defined in the Request for Proposal) based on the documentation submitted in the proposals. In mid-August 2012 the Assessment Panel conducted visits to one reference project proposed by each of the tenderers. The visits were directly followed by a presentation in which each of the three proposed key team members of the tenderers took part. They elaborated on their role within the project team and what they considered to be the key aspects of their submitted plan of approach.

10. The Assessment Panel met a second time on 17 August 2012 for its concluding session. In this session, both the qualitative evaluation and the financial evaluation were concluded and the results were then put together into the assessment model. The tender process was designed on the basis of selecting the Most Economically Advantageous Tender ("MEAT"), where quality accounted for 60% and price for 40% of the overall score. This ensured that the selected contractor would provide the optimum balance between time, cost and quality thereby safeguarding the overall objectives of the project.

11. On 17 August 2012, the Assessment Panel concluded its work with the unanimous recommendation to award the contract for the permanent premises project to the consortium of Visser & Smit Bouw / Boele van Eesteren (part of the VolkerWessels Group) for the agreed Guaranteed Maximum Price of €147.044.700 against the €153.000.000 level that was available for this purpose within the overall €190 million project budget.

12. On 22 August 2012, the Oversight Committee ratified the recommendation of the Assessment Panel and awarded the contract to the consortium of Visser & Smit Bouw / Boele van Eesteren, subject to a silence procedure which expired at noon on 24 August 2012. That same day, the Project Director informed all candidates, by telephone, e-mail and official letter, of the decision adopted. This marked the start of the statutory "Alcatel period" (the 15-day period in which the contenders could file a legal complaint regarding the tender procedure). None of the tenderers filed any complaint.

2. Transfer of permanent premises site to the Court

13. At the initiative of the host State, two visits to the site took place on 28 June and 9 August 2012 in order to prepare for the smooth hand-over of the site. The host State completed all the demolition works on the site according to the schedule.

14. On the 20 September 2012, the original deed establishing the ground lease and building lease for the premises of the Court was amended to record that the handover date of the premises from the host State to the Court would take place on 1 October 2012 instead of 1 September 2011 as it had been initially estimated.

3. Construction – General constructor's contract

15. The signature of the contract with the selected contractor and the hand-over of the site to the constructor took place on 1 October 2012, thus starting the Construction phase.

16. The award of the contract has been split in two parts;

(a) The first part is limited to a cost of up to €5 million for the completion of the Technical Design and preparatory works by the construction team (including the Design team, which has become part of the contractor's team according to the Engineering and Construct model approved for the project).[1] The contractor assumes from the moment of

[1] ICC/ASP/9/28, paragraph 70.

signature of the contract all liability and risk associated with the design, which is expected to be finalized by the end of March 2013; and

(b) The second part of the contract, the physical construction works on site, which will be awarded following receipt of the final building permit from the Municipality, expected at the end of December 2012.

17. With the signature of the contract, the contractor has agreed on a guaranteed maximum price (currently set at €147.044.700) and will continue to be incentivized over the course of the project to find additional savings. During the construction phase, it will be important for all stakeholders in the project to be disciplined and resist making changes as these would have a financial impact and would result in changing the level of the guaranteed maximum price agreed with the constructor.

4. Update on the absorption of the 3gv elements within the €190 million construction budget and the ongoing cost reduction process

18. The Assembly, at its 10th session, requested the Project Director to fully absorb the 3gv elements within the overall €190 million budget. [2] The Project Director's Office had also been asked to undertake a further review of the requirements in order to enhance the financial security of the project while preserving the functionality of the premises.[3]

19. The Project Director had presented the Oversight Committee with a cost reduction strategy, at its 13th meeting of 2011, in order to achieve the targeted savings in three stages. Important savings were found in the contingency and escalation budget and through the Value Engineering undertaken by the project.[4]

20. Between the end of the final design stage and the end of the final design plus stage, the estimated project and client risks increased by €10 million. This increase prompted the Project Director to present a new strategy to the Oversight Committee, on 23 May 2012, in order to achieve new savings in three stages: a) design savings, b) system adjustments, and c) major brief adjustments.

21. After the conclusion of the Assessment Panel on the tender result on 17 August 2012, the Project Director informed the Oversight Committee, at its ninth meeting, held on 22 August 2012, that the tender process had come significantly under the available budget at that stage. Consequently, the construction budget will be able to absorb the full 3gv budget.

22. Furthermore, the tender result achieved an additional residual projected underspend estimated at €6.1 million resulting from the variants presented by the constructor and accepted by the project.

23. This residue figure has to be taken with caution since there is still a long way to go in the delivery of the project even though the revised risk amount held for the project (currently set at €12.9 million) should adequately cover the risks remaining for the construction period. Upon the recommendation of the Project Director, the residual amount (€6.3 million) will be treated as an additional reserve for any further unforeseen circumstances that might arise until the end of the project in addition to the risk contingency.

24. The existing list of possible savings for the cost reduction process (prepared in conjunction with the User team and the Design team) will be reviewed so as to ensure that the construction stage of the project allows for good quality premises, while avoiding elements that might not meet the standard of coherence with the core functions of the Court and that would negatively affect the total cost of ownership.

25. The Project Director's Office will provide the Oversight Committee with an overview of the updated list of possible savings and their estimated impact in the project cost by the end of November 2012. Upon completion of the Technical Design at the end of March 2013, it will be possible to identify the actual savings achieved through the

[2] Resolution ICC/ASP/10/6, paragraph 6.
[3] ICC-ASP/10/22, paragraphs 73 to 75, and resolution ICC/ASP/10/Res.6, paragraph 7.
[4] Ìbid., paragraphs 69-70.

implementation of some of the changes in the project. However, in practical terms, the impact of the savings in some parts of the project are likely to be used to offset any new issues that might arise in other parts of the project.

5. Risk management

26. The aim of risk management, by means of a risk register, is to deal with current and future uncertainties in a structured way. Project risks (identified as a possible negative influence or threat on uncertain situations, future scenarios or occurrences on the project goals) are made explicit in the risk register. The register provides an overview of the risks, their outcome (impact/consequence for the project) and their cause. Also included in the register is the effect of the risk on the project (size of the impact), the probability of occurrence, as well as the measures that will be taken to mitigate a given risk and the person responsible for initiating the response.

27. The risk register is an important tool in the management of the project. Following the recommendation of the Internal Auditor, more regular updates of the risk register have been implemented and the risk register has become a standard agenda item for the Project Team. When important risks are identified / added to the existing register, these are then reported to the Oversight Committee.

28. The most significant risks that are identified are now valued within the risk register and the implications are financially assessed in the revised construction budget framework. The total risk budget currently amounts to €12.9 million. The Project Director is responsible for managing the construction stage within this figure.

6. Permit procedure

29. The proforma appeal against the zoning plan by one of the residents’ associations in April 2011 turned into an official appeal that was heard by the Raad van State (Court of Appeal) in February 2012. The project was able to continue the preparation and submission of the building permit because the submitter of the appeal did not request a suspension of the zoning plan but opted instead for an appeal against certain of its elements. The appeal was not successful and only a minor change to the zoning plan wording resulted from it that did not affect the project.

30. The building permit for the project was submitted to the Municipality on 12 March 2012. The Municipality issued the draft permit on 19 September 2012, against which written complaints may be filed until the end of October 2012.

31. The host State offered, by letter dated 12 June 2012, to contribute €1.5 million to the permit fee charged by the Municipality, provided that the resulting saving be used only for the project and that €0.5 million be earmarked to cover the demolition of the surrounding walls to the site as well as any other possible setbacks on the site. The Committee accepted the offer without prejudice to the existing legal framework regulating the responsibilities of the host State and the Assembly of States Parties relating to the project.

32. The target date for obtaining the final building permit is set for 27 December 2012. Following this date, there is a residual risk period of six additional weeks for any possible appeal in Court.

33. The project is anticipating that there remains a risk of an appeal against the building permit by one or several of the residents who originally appealed against the zoning plan. However, the risk register caters for the possible financial impact of future legal challenges to the project, and, furthermore, the outstanding issues that might prompt a challenge are not significant enough to block the project or affect it substantially as they only relate to the landscaping and parking areas.

34. The Project Director’s Office and the Municipality continue to meet regularly with neighbourhood representatives and the community in order to keep them fully informed of the project and dispel any worries that might arise thus trying to avoid as far as possible any future legal challenge to the project.

35. The anticipated risk of a delay in obtaining the building permit is not expected to affect the targeted project end-date of September 2015. The planning at tender stage was adjusted to cope with this issue and until the final building permit will be obtained, the project will work mainly on technical design activities. Other activities that can take place without compromising the effective conclusion of the building permit process, such as conducting further surveys and setting up housing, will also be undertaken during this time.

7. Heating and cooling of the premises

36. The competition brief for the project provided that district heating would be available for the new premises. After intensive consultations between the host State, the Municipality, the energy supplier Eneco and the Project Director's Office, an alternative solution was proposed consisting of providing the project with a heat and cold storage provision.[5] The Oversight Committee judged this alternative solution for the project acceptable both from the technical and sustainable points of view.[6] In addition, the new solution would have slightly less maintenance costs for the Court and would be offered at market energy prices.

37. A working group consisting of members of the Court's personnel and the Project Director's Office has been formed to look into the issue in detail. This working group has met several times during 2012. In collaboration with the Project's external legal advisor, the Project Director is preparing the documentation required to conclude a 30-year contract with the energy supplier Eneco.

38. The current negotiations being conducted with Eneco and the Municipality entail an initial €800.000 investment by the Court as part of the project fee of the heat and cold storage business case. However, from a total cost of ownership perspective, the Court will be saving more than €60.000 per year due to the lesser annual cost of heat and cold tariffs compared to district heating tariffs. Over a period of 30 years, the actual savings for the Court will total €3.200.000 approximately.

8. Audit of the project

39. An audit strategy for the project has been developed in conjunction with the internal and external auditors. In order to guarantee the independence of the strategy, the Project Director in consultation with the Office of Internal Audit of the Court, has sought advice from an external audit consultant. The owner of the Audit Reports for the Permanent Premises Project will be the Oversight Committee.

40. The audit strategy includes: a) a bi-annual compliance assurance to be provided by the Court's Office of Internal Audit, b) an annual financial assurance by the external Court auditor (France's Cour des comptes), and c) an annual governance and project management assurance (with interim reviews on demand) by an external specialist construction projects auditor to be determined by the Oversight Committee in conjunction with the Office of Internal Audit, and in accordance with the Committee on Budget and Finance recommendation at its nineteenth session.[7]

41. In addition to assisting in putting in place an all-encompassing audit strategy, the Project Director's Office has been proactive in taking action during 2012 to complete and implement both the external and internal audit recommendations received by the project.

9. Other project activities

42. A presentation of the latest project status, including proposed samples and materials to be used in the future premises, was presented to the Judges and the senior management of the Court. Further sessions are planned to be held in conjunction with the Staff Council to brief all staff on the updated status of the project.

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[5] ICC-ASP/10/22, paragraphs 101 to 104.
[6] Íbid., paragraph 105.
[7] ICC-ASP/11/15, paragraph 82.

43. A new issue of the Newsletter was produced focussing on the submission of the permit application. The newsletter also presented the layout of the permanent premises and reported on the site visit by the Oversight Committee.

44. Up to this date the project participated in 6 neighbourhood meetings respectively on 24 April, 7 June, 5 July, 6 September, 27 September and 11 October 2012. The purpose of these regular meetings is to keep close communication with the residents and future neighbours of the Court in order to explain the specificities of the project, and receive the neighbours' feedback. Through these discussions, the project tries to accommodate as much as possible the neighbours' concerns thus making every effort to avoid further legal challenges to the project.

C. Financial reporting

1. Introduction

45. The Project Director's Office, in close collaboration with the experts, following the Internal Audit and the CBF recommendations, produced at the end of 2011 a revised financial framework for the project.[8] As a result, the project budget was restructured to include five sets of costs: a) construction costs, b) risks, c) building permits and fees, d) fees relating to the design, project management and consultants, and e) other costs.

2. Appropriation construction budget

46. The total appropriation as at 15 October 2012 is €190.00 million at 2014 price level, broken down as follows: €147,04 million for construction costs, €12.89 million for risks, €2.60 million for permits and dues, €19.60 million for fees, €1.50 million for other costs, and -€6.37 million as a residue. The appropriations stated above are further detailed in appendix II to this report.

3. Expenditures against the construction budget

47. The projected expenditures for the project for the fourth quarter of 2012 as at 15 October 2012 amount to the figure of €5,292,262. This figure consists of construction cost expenditures of €2,845,035, risks amounting to minus €1,487,500, permit and dues totaling to €2,500,939 and fees for an amount of € 1,433,788.

48. The actual expenditures for the project as at 15 October 2012 for the year 2012 amount to €7,508,151. This figure consists of expenditures for construction costs of €2,845,035, risks of minus €1,487,500, for permit and dues an amount of €2,500,939 and fees amounting to €3,649,677. The aforementioned expenditures are indicated in appendix II to this report.

49. The total projected expenditures for the project (2008 to 15 October 2012) against the construction budget amount to €20,794,356. This figure consists of zero expenditures in 2008, expenditures of €1,279,471 in 2009, expenditures for 2010 of €5,133,346, an expenditure amount of €6,873,388 for 2011 and a projected level of expenditure of €7,508,151 for 2012 at 15 October 2012. The aforementioned expenditures are further detailed in appendix II to this report.

4. Expenditures against the Court's annual budget

50. The actual expenditures on Major Programme VII-1 were as follows (expressed in thousands of euro): an amount of €83.8 was spent in 2008, €317.4 was expensed in 2009, €395.4 in 2010 and €386.4 was expensed in 2011. As at 15 October 2012 an amount of €354.7 was expensed in 2012. The total expenditure of Major Programme VII-1 for the period 2008-2012 per 15 October 2012 amounts to €1,537.7 thousands of euro. Further details are presented in appendix III.

51. The actual expenditures on sub-programme 3770 (formerly 3160) were as follows (expressed in thousands of euro): an amount of €268,2 was spent in 2008, €260,9 was

[8] ICC-ASP/10/22, paragraphs 76 -77.

expensed in 2009, €381.4 in 2010 and €379.8 was spent in 2011. As at 15 October 2012 an amount of €318.2 was expensed in 2012. The total expenditure of sub-programme 3160 for the period 2008-2012 per 15 October 2012 amounts to €1,608.5 thousands of euro. Further details are presented in appendix IV.

5. Total projected cost of the project: construction budget + Court's budget (permanent premises)

52. 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 budget (appendix V).

53. Appendix V provides and estimate of the full costs related to the project for the period 2008 until 2016. The total estimated costs amount to €215.3 million that is €190.0 million for the construction budget and an estimated projected figure of €25.3 million from the regular annual budget of the Court.

6. One-time payments

54. As at 15 October 2012, 33 States Parties had selected the one-time payment option for a total value of €36,370,811. These States have received discounts on their share of the costs, as one-time payments reduce the requirement of making use of the host State loan, leading to a capitalization of the unused part of the host State loan (17.5 per cent). In accordance with resolution ICC-ASP/6/Res.1, annex VII, the cash-flow overview including its provenance is provided in annex VI to this report. In this same annex the interest on the One-time payments received by the Court is also reflected.

55. As at 1 November 2012, the one-time payments actually received total €34,470,490. This amount consists of one-time payments, received from 30 different States Parties. Further details are provided in appendix VI to this report. The table will only come into effect 1 November 2012.

56. As shown in appendix VII, it is currently estimated that as of June 2013, usage of the host State loan will be required. This may change based on cash flow needs or further one-time payments received.

57. In view of the proposal to extend the deadline for States Parties to opt for one-time payments until 31 December 2014 (with the proposed final date for receipt of one-time payments of 15 June 2015), appendix VIII provides a comparison table for States Parties between the one-time payment option and the host State loan option. The table is based on the current 121 States Parties and follows the 2009 ICC scale of assessment.[9]

58. The draft resolution on permanent premises gives States Parties opting for one-time payments the choice to opt between a full one-time payment or a partial one-time payment in combination with participation in the loan.

59. An update of the explanatory note on one-time payments contained in document ICC-ASP/8/34 has been prepared and annexed to the draft resolution on permanent premises to be adopted at the upcoming session of the Assembly of States Parties.

60. A computer model is being prepared by the Project Director's Office ahead of the upcoming Assembly to facilitate State Parties with a tool capable of simulating different scenarios for one-time payments. The computer model will be used also for making the final adjustment at the end of the project.

7. Interest on host State loan and loan repayment (capital and interests)

61. According to the conditions of the host State loan, payment of interests begins as of the time of the first utilization of the loan,[10] while repayment of capital and interests will

[9] ICC-ASP-8-34 annex II, para 2 (ii).
[10] Resolution ICC-ASP/7/Res.1, annex II, (e).

commence after expiration of the existing or future leases of the interim premises, from 2016 to 2046.[11]

62. The host State accepted in 2010 the proposal that, in light of the incoming one-time payments, funds that had been drawn from the loan be returned to the host State in order to avoid the accrual of additional interest in the years, 2010, 2011 and 2012. These arrangements were implemented on 28 June 2010.

63. With the current cash flow of the project, it is anticipated that the host State loan will have to be accessed as from the end of June of 2013. The estimation of funds drawn from the host State loan in 2013 is €51.7 million. As a consequence, interests will accrue during 2013 in an amount estimated at €204,568. According to the agreement on loan, interests accrued shall be paid to the host State before 1 February of the year following accession to the loan, i.e. 1 February 2014.

64. States Parties that have not opted for the one-time payment option or that have not disbursed their one-time payment before accession to the host State loan shall be liable for their apportioned share of the interest on the host State loan.

65. The estimated amount to be paid to the host State in interests was included in the 2013 proposed budget in Major Programme VII-2. Following the recommendation of the Committee on Budget and Finance at its nineteenth session, [12] this amount has been deleted and the Oversight Committee is proposing, in the draft resolution, that a special account be created instead to hold assessed contributions by States Parties towards the payment of interest and capital on the host State loan, and any interest accrued thereof.

8. Trust Fund

66. According to resolution ICC-ASP/6/Res.1, annex VI, a trust fund has been established by the Registrar for the purpose of holding voluntary contributions dedicated to the construction of the permanent premises of the Court. No voluntary contributions from governments, international organisations, individuals, corporations or other entities have been received yet.

D. Total cost of ownership: capital replacement fund

67. The total costs of ownership are currently estimated at between €13.3 to 14.8 million and comprise:

(a) Financial costs relating to the loan and consisting of interests and capital amortization. They will be borne by those States Parties not having opted for a full one-time payment; [13]

(b) Operational costs of the permanent premises consisting of maintenance, energy/utilities, and insurance costs. These costs will be identified during the transition project and will be able to be compared with the current operational costs for the interim premises. Operational costs will be borne by all States Parties as from 2016 through the budget of the Court;

(c) Capital replacement costs representing the necessary investments to be made for capital replacement thus preventing the functional aging of the building (depreciation). These costs will be borne by all States Parties as from the year 2016.

68. Regarding capital replacement costs, the Project Director has presented two different approaches to the Oversight Committee, calling for a strategic decision by the Assembly before 2016:

(a) Annual approach: cash-out decided on an annual basis with major possible spikes in amounts required over the years and higher cost through life time; or

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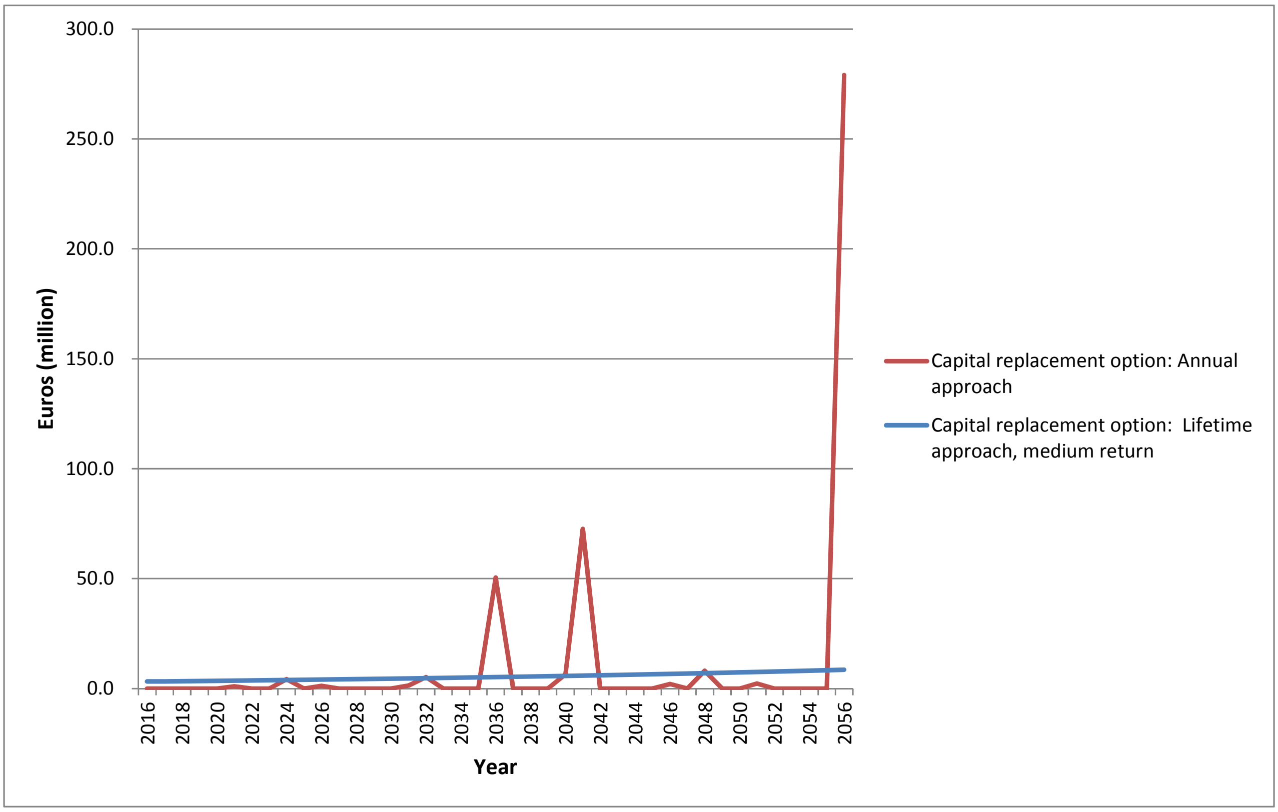
[11] Ibid., (f).
[12] ICC-ASP/11/15, paragraph 155.
[13] See paragraphs 60 above.

(b) Life-time approach: funding flattened out over the years with initial higher costs and lower costs through life time of the premises.

Capital replacement - possible totals



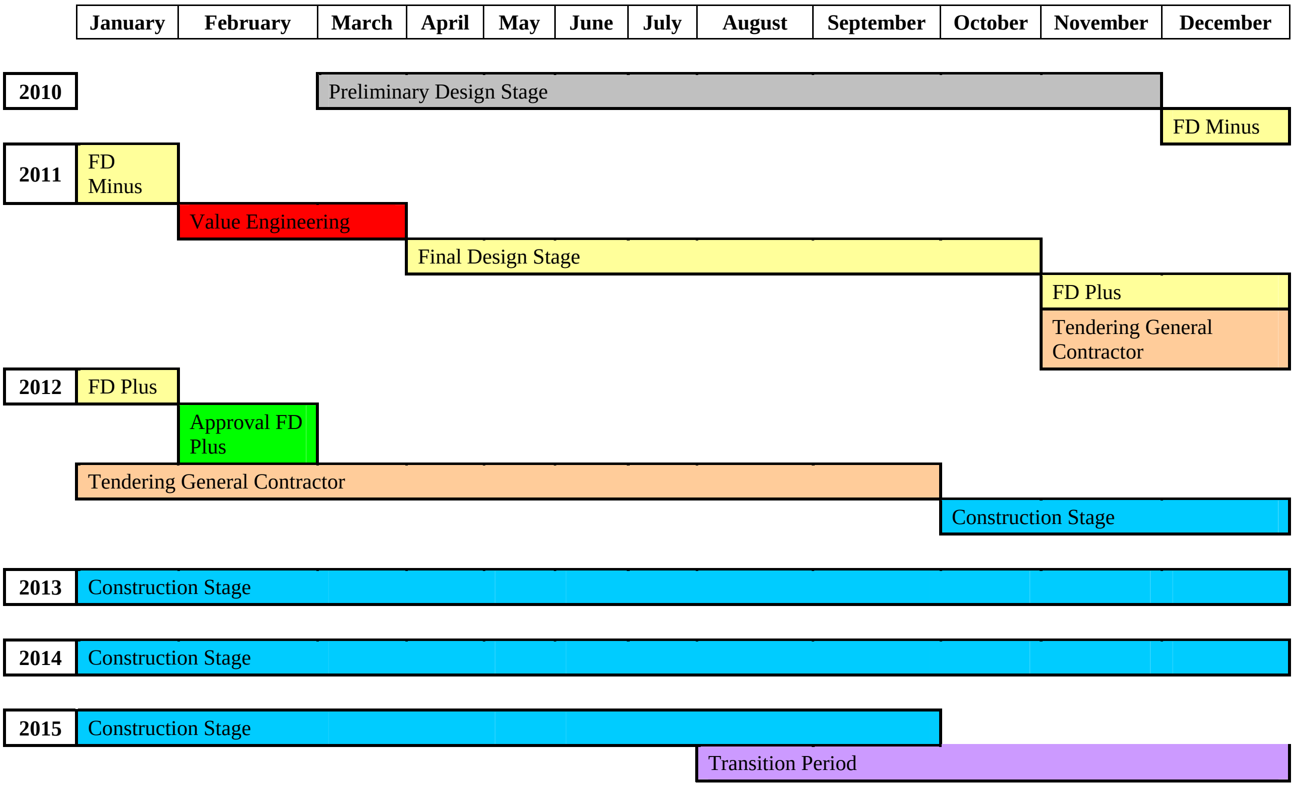
69. In its report on the work of its eighteenth session, the Committee on Budget and Finance invited the Oversight Committee, in cooperation with the Project Director, "to flesh out its qualitative and quantitative assumptions, options and scenarios, including risk assessments and illustration of the costs."[14]

70. Consequently, the Project Director has proposed to set up a working group, which could be composed of representatives from the Court, an external consultant and some members of the Oversight Committee, to consider the different options, i.e. annual and/or lifetime approach.

[14] ICC-ASP/11/5, paragraph 67.

Appendix I

Timescale Overview



Appendix II

Expenditures for the permanent premises construction budget for the period 2008 to 2012 as at 15 October 2012 (in euros)

EUR	2008 [a]	2009 [a]	2010 [a]	Total 2011 [a] (*)	First quarter 2012 [a]	Second quarter 2012 [a]	Third quarter 2012 [a]	Fourth quarter 2012 [b]	Total 2012 [b]	Total expensed [2008 till 2012] [b]	Budget
1. Construction costs	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***2,845,035***	***2,845,035***	***2,845,035***	**147,044,700**
1a. Construction costs	0	0	0	0	0	0	0	1,645,035	1,645,035	1,645,035	
1b. Fees design team (after tendering)	0	0	0	0	0	0	0	1,200,000	1,200,000	1,200,000	
2. Risks	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***-1,487,500***	***-1,487,500***	***-1,487,500***	**12,890,000**
2a. Project risk	0	0	0	0	0	0	0	6,250	6,250	6,250	
2b. Client risk	0	0	0	0	0	0	0	-1,493,750	-1,493,750	-1,493,750	
3. Permits and dues	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***2,500,939***	***2,500,939***	***2,500,939***	**2,600,000**
3a. Permits and dues	0	0	0	0	0	0	0	2,500,939	2,500,939	2,500,939	
4. Fees	***0***	***1,279,471***	***3,633,346***	***6,873,388***	***803,330***	***577,013***	***835,545***	***1,433,788***	***3,649,677***	***15,435,882***	**19,597,945**
4a. Design related	0	0	2,652,553	5,147,159	777,014	496,901	767,633	454,999	2,496,547	10,296,259	
4b. Project management	0	906,514	735,933	1,346,646	0	0	0	879,065	879,065	3,868,158	
4c. Other consultants (e.g. legal, experts, security, 3gv Court support [2011 only])	0	369,715	242,111	378,635	26,011	79,646	67,705	99,469	272,830	1,263,293	
4d. Operational fees (e.g. bank fees)	0	3,242	2,748	948	305	467	207	256	1,235	8,173	
5. Other costs	***0***	***0***	***1,500,000***	***0***	***0***	***0***	***0***	***0***	***0***	***1,500,000***	**1,500,000**
5a. Other design related expenses	0	0	1,500,000	0	0	0	0	0	0	1,500,000	
Residue											**6,367,355**
Actual expenditures	***0***	***1,279,471***	***5,133,346***	***6,873,388***	***803,330***	***577,013***	***835,545***	***5,292,262***	***7,508,151***	***20,794,356***	
Forecasted expenditures	**0**	**1,300,000**	**5,200,000**	**7,000,000**					**7,300,000**	**20,800,000**	**190,000,000**
Variance	0	-20,529	-66,654	-126,612					208,151	-5,644	

Legend

(*) Notes: Expenditures = disbursements + outstanding obligations. The Financial statements of the Court for permanent premises in 2011 will indicate a total amount of expenditures of €6,915,834, comprising disbursements of €6,595,841 and outstanding obligations of €319,993. The anticipated savings over 2011 amount to €42,446 hence reducing the expenditures over 2011 to €6,873,388.

a Actual expenditures

b Projected expenditures

Appendix III

Expenditures and future projected budgets for Major Programme VII-1 (Project Director's Office) as at 15 October 2012 (in thousands of euro)

7110, 7120 and 7130	*Actual expenditure*	*Actual expenditure*	*Actual expenditure*	*Actual expenditure*	*Approved budget*	*Actual expenditure*	*Actual Impl. Rate*	*Anticipated expenditure*	*Proposed budget*	*Proposed budget*	*Proposed budget*	*Proposed budget*	*Total*
Project Director's Office (permanent premises)	***2008***	***2009***	***2010***	***2011***	***2012***	***per 15.10.2012***	***%***		***2013 (*)***	***2014 (*)***	***2015 (*)***	***2016 (*)***	***2008 - 2016***
[thousands of euro]					**(**)**								
Professional staff	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available
General Service staff													
Subtotal staff	*48.3*	*266.6*	*315.6*	*321.5*	*335.4*	*297.7*	*89%*	*335.4*	*357.0*	*357.0*	*357.0*		*2,358.4*
General temporary assistance		16.8	26.4	9.7	471.8	4.6		315.5	-	-	-	-	
Consultants									24.4	24.4	24.4		
Subtotal other staff		*16.8*	*26.4*	*9.7*	471.8	4.6		315.5	*24.4*	*24.4*	*24.4*	-	*597.9*
Travel	0.5	4.4	14.9	19.3	9.6	4.3		9.6	9.7	9.7	9.7		
Hospitality		5.7	8.6	2.8	2.5	2.9		2.5	5.0	5.0	5.0		
Contractual services	35.0	2.1	9.4	28.2	497.8	44.1		210.0	616.3	3,766.3	13,966.3	200	
Training				3.2	3.2	0.0		3.2	3.2	3.2	3.2		
General operating expenses		9.9	20.0	0.0	10.0	0.0		10.0	2.5	2.5	2.5		
Supplies and materials				1.1	1.9	0.0		1.9	1.5	1.5	1.5		
Furniture and equipment		11.9	0.5	0.6	5.0	1.2		5.0	4.0	4.0	4.0		
Subtotal non-staff	*35.5*	*34.0*	*53.4*	*55.2*	*530.0*	*52.4*	*10%*	*242.2*	*642.2*	*3,792.2*	*13,992.2*	*200*	*19,046.9*
Total	**83.8**	**317.4**	**395.4**	**386.4**	**1,337.2**	**354.7**	**27%**	**893.1**	**1,023.6**	**4,173.6**	**14,373.6**	**200**	**21,846.9**

(*) Proposed budgets and subject to change

(**) As of 2012 Major Programme VII includes two new subprogrammes, namely 7120 ICC Staff Recources and management support and 7130 2gv elements (non-integrated user equipment)

Appendix IV

Expenditures and future projected budgets for sub-programme 3770[15] (Registry Permanent Premises Office) as at 15 October 2012 (in thousands of euro)

3770 (formerly 3160)	***Actual expenditure***	***Actual expenditure***	***Actual expenditure***	***Actual expenditure***	***Approved budget***	***Actual expenditure***	***Actual Impl. Rate***	***Anticipated expenditure***	***Proposed budget***	***Proposed budget***	***Proposed budget***	***Proposed budget***	***Total***
Registry Permanent Premises Office	***2008***	***2009***	***2010***	***2011***	***2012***	***per 15.10.2012***	***%***		***2013 (*)***	***2014 (*)***	***2015 (*)***	***2016 (*)***	***2008 - 2016***
[thousands of euro]										*[assumed static]*	*[assumed static]*	*[assumed static]*	
Professional staff	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available	No breakdown available
General Service staff													
Subtotal staff	*195.8*	*191.8*	*201.5*	*209.6*	*220.4*	*161.1*	*73%*	*220.4*	*233.0*	*233.0*	*233.0*	*233.0*	*1,951.1*
General temporary assistance	29.4	2.5	36	-6.0									
Subtotal other staff	*29.4*	*2.5*	*36*	*-6.0*									*67.9*
Travel	5.3	2.3	3.3	7.3	5.2	0.5		0.5	5.8	5.8	5.8	5.8	
Hospitality													
Contractual services	34.3	51.6	139.4	164.2	194.3	155.2		155.2	182	194	194	194	
Training				2.0						4.3	4.3	4.3	
General operating expenses	3.4	0.2		2.6	5.0	1.4		1.4	3.0	3.0	3.0	3.0	
Supplies and materials		0.4	0.3	0.1									
Furniture and equipment		12.1	0.9										
Subtotal non-staff	*43.0*	*66.6*	*143.9*	*176.2*	*204.5*	*157.1*	*77%*	*157.1*	*190.8*	*207.1*	*207.1*	*207.1*	*1,398.9*
Total	**268.2**	**260.9**	**381.4**	**379.8**	**424.9**	**318.2**	**75%**	**377.5**	**423.8**	**440.1**	**440.1**	**440.1**	**3,411.9**

(*) Proposed budgets and subject to change

[15] Previously, subprogramme 3160.

Appendix V

Total projected cost of the permanent premises project as at 15 October 2012 (in thousands of euro)

	Actual Expenditure	*Actual Expenditure*	*Actual Expenditure*	*Actual expenditures*	*Approved budget*	*Actual expenditures*	*Anticipated expenditure*	*Proposed budget*	*Proposed budget*	*Proposed budget*	*Proposed budget*	*Total*
	2008	*2009*	*2010*	*2011*	*2012*	*per 15.10.2012*	*2012*	*2013 (*)*	*2014 (*)*	*2015 (*)*	*2016 (*)*	*2008 - 2016*
[thousands of euro]												
Project budget including 3gv (190 mio EUR)		**1,279.5**	**5,133.3**	**6,873.4**	*7,300.0*	*2215.9*	**7,508.2**	**39,286.8**	**107,847.5**	**21,043.4**	**1,027.98**	**190,000.0**
Annual budget												
Major Programme VII-1	**83.8**	**317.4**	**395.4**	**386.4**	*1337.2*	*354.7*	**893.1**	**1023.6**	**4173.6**	**14373.6**	**200.0**	**21,846.9**
Programme 7110 - Project Director's Office	83.8	317.4	395.4	386.4	493.1	334.8	493.1	487.3	487.3	487.3	0.0	3,138.0
Programme 7120 - ICC Staff Resources and management support	0.0	0.0	0.0	0.0	456.3	16.5	300.0	386.3	386.3	386.3	100.0	1,558.9
Programme 7130 - 2gv elements (non-integrated user equipment)	0.0	0.0	0.0	0.0	387.8	3.4	100.0	150.0	3300.0	13500.0	100.0	17,150.0
Sub-programme 3160 - Registry Permanent Premises Office	**268.2**	**260.9**	**381.4**	**379.8**	*424.9*	*318.2*	**377.5**	**423.8**	**440.1**	**440.1**	**440.1**	**3,411.9**
											Grand Total 2008 - 2016	**215,258.8**
(*) Proposed budgets and subject to change												

Appendix VI

Status of one-time payments as at 1 November 2012 (in euros)

Table will come into effect at 1 November 2012

		Pledged Amounts					Amount received								
	States	2009	2010	2011	2012	Total	2009	2010	2011	2012	Total	2010	2011	2012	Total
1	Albania	-	-	6,865	6,864	13,729	-	-	6,865	-	**6,865**	-	-	6,864	**6,864**
2	Andorra	-	18,305	-	-	18,305	-	18,305	-	-	**18,305**	-	-	-	-
3	Argenina	-	-	743,641	-	743,641	-	-	743,641	-	**743,641**	-	-	-	-
4	Australia	-	1,362,961	1,362,960	1,362,960	4,088,881	-	2,725,921	1,362,960	-	**4,088,881**	-	-	-	-
5	Benin		-	2,288		2,288	-	-	-		-	-	2,288	-	**2,288**
6	Bolivia	-	4,577	4,576	4,576	13,729	-	13,729	-	-	**13,729**	-	-	-	-
7	Burkina Faso	-	4,576	-	-	4,576	-	-	-	4,576	**4,576**	-	-	-	-
8	Cambodia	-	2,288	-	-	2,288	-	2,288	-	-	**2,288**	-	-	-	-
9	Canada	-	6,811,751	-	-	6,811,751	-	6,811,751	-	-	**6,811,751**	-	-	-	-
10	Chile	-	-	-	367,498	367,498	-	-	-	367,498	**367,498**	-	-	-	-
11	Czech Republic	-	-	-	642,963	642,963	-	-	321,482	321,481	**642,963**	-	-	-	-
12	Dem.Rep. of Congo	-	-	6,864	-	6,864	-	-	6,864	-	**6,864**	-	-	-	-
13	Djibouti	-	763	763	762	2,288	-	-	-	-	-	763	763	762	**2,288**
14	Finland	-	1,290,503	-	-	1,290,503	-	1,290,503	-	-	**1,290,503**	-	-	-	-
15	Georgia	-	-	-	6,864	6,864	-	-	-	6,864	**6,864**	-	-	-	-
16	Hungary	-	186,101	186,101	186,101	558,303	-	-	186,101	372,202	**558,303**	-	-	-	-
17	Iceland	-	-	-	84,661	84,661	-	-	-	84,661	**84,661**	-	-	-	-
18	Italy	2,092,090	1,781,707	3,873,797	3,873,798	11,621,392	2,092,090	1,781,707	3,873,797	3,873,798	**11,621,392**	-	-	-	-
19	Jordan	-	9,152	9,153	9,153	27,458	-	9,152	9,153	9,153	**27,458**	-	-	-	-
20	Liechtenstein	-	22,881	-	-	22,881	-	22,881	-	-	**22,881**	-	-	-	-
21	Lithuania	-	-	47,288	23,644	70,932	-	-	47,288	-	**47,288**	-	-	23,644	**23,644**
22	Luxembourg	-	-	97,246	97,245	194,491	-	-	194,491	-	**194,491**	-	-	-	-
23	Mauritius	-	25,169	-	-	25,169	-	25,169	-	-	**25,169**	-	-	-	-
24	Mexico	-	1,721,434	1,721,433	1,721,433	5,164,300	-	1,721,434	1,721,433	-	**3,442,867**	-	-	1,721,433	**1,721,433**
25	Montenegro	-	2,288	-	-	2,288	-	2,288	-	-	**2,288**	-	-	-	-
26	Portugal	-	401,948	401,947	401,947	1,205,842	-	401,948	401,947	401,947	**1,205,842**	-	-	-	-
27	Samoa	-	2,288	-	-	2,288	-	2,288	-	-	**2,288**	-	-	-	-
28	San Marino	-	6,864	-	-	6,864	-	6,864	-	-	**6,864**	-	-	-	-
29	Serbia	-	16,017	16,017	16,017	48,051	-	48,051	-	-	**48,051**	-	-	-	-
30	Slovakia	-	-	-	143,804	143,804	-	-	-	-	-	-	-	143,804	**143,804**
31	South Africa	-	663,557	-	-	663,557	-	663,557	-	-	**663,557**	-	-	-	-
32	Sweden	-	-	2,450,583	-	2,450,583	-	-	2,450,583	-	**2,450,583**	-	-	-	-
33	Trinidad and Tobago	-	-	-	61,779	61,779	-	-	-	61,779	**61,779**	-	-	-	-
		2,092,090	14,335,130	10,931,522	9,012,069	36,370,811	2,092,090	15,547,836	11,326,605	5,503,959	**34,470,490**	763	3,051	1,896,507	**1,900,321**

Appendix VII

Cash flow and one-time payments as at 1 November 2012 (in euros)

2011	Actuals 2011				Actuals	Estimated					Total
Cash flow overview	**Qrtr I**	**Qrtr II**	**Qrtr III**	**Qrtr IV**	**2011**	**2011**	**2012**	**2013**	**2014**	**2015**	
€											
Cash in:											
Balance from previous year	**11,597,737**	**16,663,028**	**16,951,097**	**16,313,175**	11,597,737	11,597,737	15,936,301	15,460,636	-36,239,364	-101,939,364	
Incoming One-time payments	5,212,350	1,700,460	1,915,924	2,497,871	11,326,605	11,326,605	6,824,335	0	0	0	
Received Interest	5,580	13,953	63,493	122,842	205,868	205,868					
Total:	16,815,667	18,377,441	18,930,514	18,933,888	23,130,210	23,130,210	22,760,636	15,460,636	-36,239,364	-101,939,364	
Cash out:											
Costs for the permanent premises	9,213	1,426,344	2,440,243	2,720,041	**6,595,841**	**6,873,388**	**7,300,000**	**51,700,000**	**65,700,000**	**52,013,795**	**190,000,000**
Costs for the permanent premises [unliquidated obligations of 2010]	143,426		177,096		320,522	**320,522**					
Balance to carry over	16,663,028	16,951,097	16,313,175	16,213,847	**16,213,847**	15,936,301	15,460,636	-36,239,364	-101,939,364	-153,953,159	

2012	Actuals 2012			Estimated	Estimated	Estimated					Total
Cash flow overview	**Qrtr I**	**Qrtr II**	**Qrtr III**	**Qrtr IV**	**2012**	**2012**	**2013 (*)**	**2014 (*)**	**2015 (*)**	**2016 (*)**	
€											
Cash in:											
Balance from previous year	**16,213,847**	**15,683,205**	**15,506,515**	**15,542,915**	16,213,847	16,213,847	15,974,886	-23,311,917	-131,159,389	-152,202,780	
Incoming One-time payments	498,048	372,202	759,911	5,774,119	7,404,280	7,404,280	0	0	0	0	
Received Interest	2,187	28,121	112,034	114	142,456	142,456					
Total:	16,714,082	16,083,528	16,378,460	21,317,148	23,760,583	23,760,583	15,974,886	-23,311,917	-131,159,389	-152,202,780	
Cash out:											
Costs for the permanent premises	803,330	577,013	835,545	5,292,262	**7,508,151**	**7,508,151**	39,286,802	107,847,472	21,043,391	1,027,979	**190,000,000**
Costs for the permanent premises [unliquidated obligations of 2011]	227,547			50,000	277,547	**277,547**					
Balance to carry over	15,683,205	15,506,515	15,542,915	15,974,886	**15,974,886**	15,974,886	-23,311,917	-131,159,389	-152,202,780	-153,230,759	

(*) Negative "Balance to carry over" figures implies usage of the loan

(**) The above estimated figures are estimates only and are subject to change

Appendix VIII

One-time payments – 121 States Parties as at 15 October 2012; Factsheet July 2012 (in euros)

Estimation only - subject to change

Approved ASP construction budget : 190,000,000

Estimated host State subsidy applicable to all States Parties: 1,750,000

Estimated interest period 2013 - 2015	5,491,799
Estimated capital and interest period 2016 - 2045	209,103,952

Date: July 2012

EUR

	States Parties	Estimated contribution if one-time payment	Estimation if not opting for one-time payment	Estimated interest 2013 204,568	Estimated interest 2014 1,659,706	Estimated interest 2015 3,627,525	Estimated total interest [2013 - 2015]	Estimated capital and interest [2016 - 2045]	Estimated total contribution if not opting for one-time payment (loan repayment)
1	Afghanistan	2,281	2,771	4	32	69	105	3,998	4,103
2	Albania	13,688	16,624						
3	Andorra	18,250	22,165						
4	Antigua and Barbuda	4,563	5,541	8	63	139	210	7,996	8,206
5	Argentina	741,410	900,454						
6	Australia	4,076,614	4,951,113						
7	Austria	2,023,479	2,457,548	3,469	28,148	61,522	93,140	3,546,380	3,639,520
8	Banghladesh	22,813	27,706	39	317	694	1,050	39,982	41,032
9	Barbados	20,531	24,936	35	286	624	945	35,984	36,929
10	Belgium	2,513,950	3,053,233	4,310	34,971	76,435	115,717	4,405,987	4,521,704
11	Belize	2,281	2,771	4	32	69	105	3,998	4,103
12	Benin	2,281	2,771						
13	Bolivia	13,688	16,624						
14	Bosnia & Herzegovina	13,688	16,624	23	190	416	630	23,989	24,619
15	Botswana	31,938	38,789	55	444	971	1,470	55,974	57,445
16	Brazil	1,998,385	2,427,071	3,426	27,799	60,759	91,985	3,502,400	3,594,385
17	Bulgaria	45,625	55,413	78	635	1,387	2,100	79,963	82,064
18	Burkina Faso	4,563	5,541						
19	Burundi	2,281	2,771	4	32	69	105	3,998	4,103
20	Cambodia	2,281	2,771						
21	Canada	6,791,315	8,248,161						
22	Cape Verde **)	2,281	2,771	4	32	69	105	3,998	4,103
23	Central African Republic	2,281	2,771	4	32	69	105	3,998	4,103
24	Chad	2,281	2,771	4	32	69	105	3,998	4,103
25	Chile	367,283	446,071	630	5,109	11,167	16,906	643,706	660,612
26	Colombia	239,532	290,916	411	3,332	7,283	11,026	419,808	430,834
27	Comoros	2,281	2,771	4	32	69	105	3,998	4,103
28	Congo	2,281	2,771	4	32	69	105	3,998	4,103
29	Cook Islands *)	2,281	2,771	4	32	69	105	3,998	4,103
30	Costa Rica	73,000	88,660	125	1,016	2,220	3,360	127,942	131,302
31	Croatia	114,063	138,531	196	1,587	3,468	5,250	199,909	205,159
32	Cyprus	100,375	121,908	172	1,396	3,052	4,620	175,920	180,540
33	Czech Republic	641,034	778,547						
34	Democratic Republic of the Congo	6,844	8,312						
35	Denmark	1,685,852	2,047,494	2,891	23,452	51,257	77,599	2,954,650	3,032,249
36	Djibouti	2,281	2,771						
37	Dominica	2,281	2,771	4	32	69	105	3,998	4,103
38	Dominican Republic	54,750	66,495	94	762	1,665	2,520	95,956	98,476
39	Ecuador	47,906	58,183	82	666	1,457	2,205	83,962	86,167
40	Estonia	36,500	44,330	63	508	1,110	1,680	63,971	65,651
41	Fiji	6,844	8,312	12	95	208	315	11,995	12,310
42	Finland	1,286,631	1,562,634						
43	France	14,374,227	17,457,730	24,646	199,959	437,038	661,643	25,192,490	25,854,133

	States Parties	Estimated contribution if one-time payment	Estimation if not opting for one-time payment	Estimated interest 2013 204,568	Estimated interest 2014 1,659,706	Estimated interest 2015 3,627,525	Estimated total interest [2013 - 2015]	Estimated capital and interest [2016 - 2045]	Estimated total contribution if not opting for one-time payment (loan repayment)
44	Gabon	**18,250**	22,165	31	254	555	840	31,985	32,825
45	Gambia	**2,281**	2,771	4	32	69	105	3,998	4,103
46	Georgia	**6,844**	8,312						
47	Germany	**19,566,377**	23,763,681	33,548	272,186	594,902	900,636	34,292,333	35,192,969
48	Ghana	**9,125**	11,083	16	127	277	420	15,993	16,413
49	Greece	**1,359,632**	1,651,295	2,331	18,914	41,339	62,584	2,382,911	2,445,495
50	Grenada	**2,281**	2,771	4	32	69	105	3,998	4,103
51	Guatemala **)	**73,000**	88,660	125	1,016	2,220	3,360	127,942	131,302
52	Guinea	**2,281**	2,771	4	32	69	105	3,998	4,103
53	Guyana	**2,281**	2,771	4	32	69	105	3,998	4,103
54	Honduras	**11,406**	13,853	20	159	347	525	19,991	20,516
55	Hungary	**556,628**	676,033						
56	Iceland	**84,407**	102,513						
57	Ireland	**1,015,161**	1,232,930	1,741	14,122	30,865	46,728	1,779,187	1,825,915
58	Italy	**11,586,526**	14,072,022						
59	Japan	**34,100,000**	41,415,000	58,468	474,362	1,036,786	1,569,616	59,764,182	61,333,798
60	Jordan	**27,375**	33,248						
61	Kenya	**22,813**	27,706	39	317	694	1,050	39,982	41,032
62	Latvia	**41,063**	49,871	70	571	1,248	1,890	71,967	73,857
63	Lesotho	**2,281**	2,771	4	32	69	105	3,998	4,103
64	Liberia	**2,281**	2,771	4	32	69	105	3,998	4,103
65	Liechtenstein	**22,813**	27,706						
66	Lithuania	**70,719**	85,889						
67	Luxembourg	**193,907**	235,503						
68	Madagascar	**4,563**	5,541	8	63	139	210	7,996	8,206
69	Malawi	**2,281**	2,771	4	32	69	105	3,998	4,103
70	Maldives **)	**2,281**	2,771	4	32	69	105	3,998	4,103
71	Mali	**2,281**	2,771	4	32	69	105	3,998	4,103
72	Malta	**38,781**	47,101	66	539	1,179	1,785	67,969	69,754
73	Marshall Islands	**2,281**	2,771	4	32	69	105	3,998	4,103
74	Mauritius	**25,094**	30,477						
75	Mexico	**5,148,807**	6,253,309						
76	Moldova **)	**2,281**	2,771	4	32	69	105	3,998	4,103
77	Mongolia	**2,281**	2,771	4	32	69	105	3,998	4,103
78	Montenegro	**2,281**	2,771						
79	Namibia	**13,688**	16,624	23	190	416	630	23,989	24,619
80	Nauru	**2,281**	2,771	4	32	69	105	3,998	4,103
81	Netherlands	**4,272,802**	5,189,387	7,326	59,439	129,911	196,676	7,488,579	7,685,255
82	New Zealand	**584,003**	709,281	1,001	8,124	17,756	26,882	1,023,532	1,050,414
83	Niger	**2,281**	2,771	4	32	69	105	3,998	4,103
84	Nigeria	**109,501**	132,990	188	1,523	3,329	5,040	191,912	196,953
85	Norway	**1,783,946**	2,166,632	3,059	24,816	54,240	82,115	3,126,572	3,208,686
86	Panama	**52,469**	63,724	90	730	1,595	2,415	91,958	94,373
87	Paraguay	**11,406**	13,853	20	159	347	525	19,991	20,516
88	Peru	**177,938**	216,109	305	2,475	5,410	8,190	311,858	320,048
89	Philippines **)	**177,938**	216,109	305	2,475	5,410	8,190	311,858	320,048
90	Poland	**1,142,912**	1,388,085	1,960	15,899	34,749	52,608	2,003,085	2,055,693
91	Portugal	**1,202,225**	1,460,121						
92	Republic of Korea	**4,957,181**	6,020,576	8,500	68,959	150,720	228,178	8,688,031	8,916,209
93	Romania	**159,688**	193,944	274	2,221	4,855	7,350	279,872	287,223
94	Saint Kitts and Nevis	**2,281**	2,771	4	32	69	105	3,998	4,103
95	Saint Lucia **)	**2,281**	2,771	4	32	69	105	3,998	4,103
96	Saint Vincent and the Grenadines	**2,281**	2,771	4	32	69	105	3,998	4,103
97	Samoa	**2,281**	2,771						
98	San Marino	**6,844**	8,312						

	States Parties	Estimated contribution if one-time payment	Estimation if not opting for one-time payment	Estimated interest 2013 204,568	Estimated interest 2014 1,659,706	Estimated interest 2015 3,627,525	Estimated total interest [2013 - 2015]	Estimated capital and interest [2016 - 2045]	Estimated total contribution if not opting for one-time payment (loan repayment)
99	Senegal	**9,125**	11,083	16	127	277	420	15,993	16,413
100	Serbia	**47,906**	58,183						
101	Seychelles **)	**4,563**	5,541	8	63	139	210	7,996	8,206
102	Sierra Leone	**2,281**	2,771	4	32	69	105	3,998	4,103
103	Slovakia	**143,719**	174,550	246	1,999	4,370	6,615	251,885	258,500
104	Slovenia	**219,001**	265,980	375	3,047	6,659	10,081	383,825	393,905
105	South Africa	**661,566**	803,482						
106	Spain	**6,770,783**	8,223,225	11,609	94,188	205,861	311,658	11,866,578	12,178,236
107	Suriname	**2,281**	2,771	4	32	69	105	3,998	4,103
108	Sweden	**2,443,231**	2,967,343						
109	Switzerland	**2,774,014**	3,369,084	4,756	38,589	84,342	127,687	4,861,779	4,989,466
110	Tajikistan	**2,281**	2,771	4	32	69	105	3,998	4,103
111	The Former Yugoslav Rep. of Macedonia	**11,406**	13,853	20	159	347	525	19,991	20,516
112	Timor-Leste	**2,281**	2,771	4	32	69	105	3,998	4,103
113	Trinidad and Tobago	**61,594**	74,807	106	857	1,873	2,835	107,951	110,786
114	Tunisia **)	**70,719**	85,889	121	984	2,150	3,255	123,943	127,199
115	Uganda	**6,844**	8,312	12	95	208	315	11,995	12,310
116	United Kingdom	**15,152,137**	18,402,515	25,980	210,780	460,690	697,450	26,555,867	27,253,317
117	United Republic of Tanzania	**13,688**	16,624	23	190	416	630	23,989	24,619
118	Uruguay	**61,594**	74,807	106	857	1,873	2,835	107,951	110,786
119	Vanuatu **)	**2,281**	2,771	4	32	69	105	3,998	4,103
120	Venezuela (Bolivarian Republic of)	**456,252**	554,126	782	6,347	13,872	21,001	799,635	820,636
121	Zambia	**2,281**	2,771	4	32	69	105	3,998	4,103
	Totals	**155,000,000**	188,250,000	204,568	1,659,706	3,627,525	**5,491,799**	**209,103,952**	**214,595,751**

This table is indicative only and based on the ICC 2009 scale of assessment; and the figures may change subject to:

- UN Scale of Assessment changes
- Additional States Parties
- Cash flow of project
- Receipt of additional one-time payments

Should any of the installments of the one-time payment by a State Party be received by the Court after the commencing of the draw down of the host State loan, that State would be liable for the apportioned share of interest up to the end of the month in which the one-time payment is received.

Notes:

*) Cook Islands is not mentioned on the United Nations Scale of Assessment; rate of 0.001 approved by LASS

**) Fictitious One-time payment amount in scale of assessment 2009 as State was not a State Party yet in 2009

The amount indicate in the column "Contribution in case of one-time payment" includes discount 1 and discount 2 as defined in the Explanatory note

This remains the calculation table until the point of making the final calculation.

Annex II

Draft resolution on permanent premises

The Assembly of States Parties,

Recalling its resolutions adopted with regard to the permanent premises, including ICC-ASP/6/Res.1, [1] ICC-ASP/7/Res.1, [2] ICC-ASP/8/Res.5, [3] ICC-ASP/8/Res.8, [4] ICC-ASP/9/Res.1,[5]and ICC-ASP/10/Res.6, [6] and *reiterating* the importance of the permanent premises to the future of the Court,

Noting the report of the Oversight Committee on the permanent premises, [7]

Noting the recommendations of the External Auditor,[8] as well as the reports of the Committee on Budget and Finance on the work of its eighteenth and nineteenth sessions and the recommendations contained therein,[9]

Reiterating its firm intention that the permanent premises should be delivered within the €190 million budget (at 2014 price levels) as per resolution ICC-ASP/6/Res.1, and *emphasizing* the role of the Oversight Committee in implementing under its delegated authority any actions which might be needed to ensure that the project proceeds safely within budget as well as that the ownership costs of the permanent premises be as low as possible,

Stressing that the permanent premises shall be delivered at a good quality standard within the approved budget, while avoiding elements that might not be essential to the proper performance of the core functions of the Court or that would otherwise negatively affect the total cost of ownership,

Emphasizing the importance of strict control of design, scope and requirements changes during the project's construction phase in order to ensure that the project is delivered to cost, quality and on time,

Reiterating the important role of the Court and the host State throughout the process and *noting with appreciation* their full cooperation with the project,

Reiterating the role of the Project Director in providing leadership and overall management of the project, and *recalling* his responsibility for meeting the project's goals, timeliness and costs, and quality requirements, as provided in resolution ICC-ASP/6/Res.1 and the revised governance arrangements approved by the Assembly at its tenth session,

Recalling that the total cost of ownership, currently estimated at between €13.3 to 14.8 million per year as from the year 2016, includes: financial costs for those States not having opted for one-time payments, operating costs of the premises, and funding costs for capital replacements,

Noting the recommendation of the Committee on Budget and Finance at its eighteenth session that the Oversight Committee develop, in cooperation with the Project Director, qualitative and quantitative assumptions, options and scenarios, including risk assessments and illustration concerning the total cost of ownership, [10] and that such review should include the full range of possible approaches,

Recalling that States Parties had been requested to inform the Registrar of their final decision to select the option of a one-time payment of their assessed share in the project by 15 October 2009, and that this deadline was extended to 15 October 2012 by resolution ICC-ASP/8/Res.8,

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[1] *Official Records … Sixth session … 2007* (ICC-ASP/6/20), vol. I, part III.
[2] *Official Records … Seventh session … 2008* (ICC-ASP/7/20), vol. I, part III.
[3] *Official Records … Eighth session … 2009* (ICC-ASP/8/20), vol. I, part II.
[4] *Official Records … Resumed eighth session … 2010* (ICC-ASP/8/20/Add.1), part II.
[5] *Official Records … Ninth session … 2010* (ICC-ASP/9/20), vol. I, part II.
[6] *Official Records … Tenth session … 2011* (ICC-ASP/10/20), vol. I, part II.
[7] ICC-ASP/11/35.
[8] *Official Records ... Eleventh session ... 2012* (ICC-ASP/11/20), vol. II, part C.1.
[9] Ibid., parts B.1 and B.2.
[10] Ibid., part B.1.

Welcoming the fact that 33 States Parties have committed to making a one-time payment as at 1 November 2012, in an amount of €36,370,811 million, of which €34,470,490 million have already been received,

Noting that additional States Parties have expressed an interest in selecting the option of a one-time payment of their assessed share,

Noting that some States Parties have expressed an interest in selecting a combination of a one-time payment and participation in the host State loan,

Noting the advantages for all States Parties in extending the deadline to opt for one-time payments due to the lesser need to draw funds from the host State loan, the immediate discount for those States opting for a one-time payment, and the lower capital and interest to be repaid by those States not opting for a one-time payment,

Recalling the criteria applicable to the agreement on the host State loan, and the principles for one-time payments of the assessed share, contained in annexes II and III to resolution ICC-ASP/7/Res.1, respectively,

Noting that the conditions of the host State loan provide that payment of interests begins as of the time of the first utilization of the loan,[11] and that repayment of capital and interests will commence after expiration of the existing or future leases of the interim premises,[12]

Recalling that the trust fund for voluntary contributions dedicated to the construction of the permanent premises has been established and that voluntary contributions can also be provided through earmarked funds for special features, or in kind contributions, upon consultation with the Oversight Committee,

A. Management of the project: budget, quality and timeliness

1. *Welcomes* the report of the Oversight Committee and *expresses its appreciation* to the Oversight Committee, the Project Director, the Court and the host State for the progress made on the permanent premises project since the tenth session of the Assembly;

2. *Approves* the revised cash-flow scheme contained in appendix I;

3. *Welcomes* the completion of the award stage and the beginning, on 1 October 2012, of the construction stage of the project;

4. *Also welcomes* that the project continues to remain within the approved budget of €190 million at 2014 prices, and, in this regard, *notes with satisfaction* that the integrated elements (“3gv”) have been entirely absorbed within the overall budget and that, at the present stage, the projected construction costs are estimated at €183.7 million, i.e. €6.3 million below the maximum amount allocated to the project;

5. *Approves* that the revised financial strategy of the Oversight Committee include a continued prudent management of risks and resources, and provide that any positive financial results achieved at any stage of the project should be kept as an additional reserve for unforeseen circumstances and policy decisions up to the completion of the project;

6. *Further approves* the cost-review strategy put in place by the Oversight Committee to ensure that the project continues to allow for good quality premises while avoiding elements that might not meet the necessary standard of coherence with the core functions of the Court or that would otherwise negatively affect the total cost of ownership;

7. *Requests* the Oversight Committee to ensure that any changes during the construction stage and until completion of the project be only approved on a cost neutral basis and, to this end, *requests* the Project Director to make every effort so that any new change to the project that might be needed is offset by a corresponding capital or operational saving and can be implemented, wherever possible, with due regard to the minimisation of additional costs related to delays and other factors;

[11] Resolution ICC-ASP/7/Res.1, annex II, (e).
[12] Ibid., (f).

8. *Endorses* the decision of the Oversight Committee to set up a working group chaired by the Project Director, which could include an external consultant and representatives of the Oversight Committee and the Court in order to further examine how the total cost of ownership of the permanent premises is met, by reviewing the range of possible approaches, as well as any options for future States Parties to contribute to the project costs, and *requests* the Committee to report thereon at the twelfth session of the Assembly;

9. *Welcomes* that the completion date for the permanent premises continues to be September 2015, and *stresses* the need for the project to comply with that deadline in order to prevent future cost overruns and to allow the Court to progressively move into the premises up to December 2015;

10. *Requests* the Court, working in conjunction with the Project Director, to take all preparatory measures needed to ensure its readiness to take occupation of the permanent premises by not later than December 2015 in order to avoid any additional expenditures for the States Parties, and to report thereon in detail to the Bureau and to the twentieth session of the Committee on Budget and Finance;

11. *Also requests* the Court to, in consultation with the Project Director and the Oversight Committee, elaborate new options for reducing the 2gv elements, including the suitability and extended use of existing equipment as well as the option of joint procurement with other institutions, and to report thereon in detail to the twelfth session of the Assembly of States Parties through the Oversight Committee

12. *Welcomes* the delegation of authority made by the Registrar to the Project Director with respect to engaging funds for the permanent premises project, and *encourages* the Registrar to continue delegating authority and tasks to the Project Director, where necessary and at an appropriate level, in accordance with the Financial Regulations and Rules, in order to keep improving the management and efficiency of the project and related sub-projects;

13. *Requests* the Project Director, together with the Court, to continue working on recommendations, in accordance with resolution ICC-ASP/7/Res.1, annex V, paragraph 5, on ways to improve the current guidelines on contracts and expenditures for the purpose of expediting the execution of the project, and to submit them to the Oversight Committee for approval;

B. One-time payments

14. *Decides* to extend the deadline for States Parties to inform the Registrar and the Project Director's Office of their decision to select the option of a one-time payment until 31 December 2014; [13]

15. *Decides further* that States that deposit their instrument of ratification or accession to the Rome Statute before 31 December 2014 will be entitled to select the one-time payment option provided that they inform the Registrar of their decision to do so by 31 December 2014, notwithstanding the date upon which the Statute shall enter into force for those States;

16. *Decides further* that States Parties may either opt between a full one-time payment or a partial one-time payment in combination with participation in the loan;

17. *Requests* States Parties availing themselves of the extended deadline for one-time payments to consult with the Registrar so as to determine the scheduling thereof, taking into account, as further clarified by the explanatory note[14] included as appendix II to this resolution, that said one-time payments:

(a) May be made in one or more annual instalments;

[13] The principles for one-time payments of the assessed share, contained in resolution ICC-ASP/7/Res.1, annex III, shall continue to apply, *mutatis mutandi*, to States opting for one-time payments after 15 October 2012.

[14] The explanatory note clarifies the principles for to one-time payments in connexion with the criteria applicable to the agreement on the loan, including as regards those States Parties that would select the one-time payment option, or make their payments, after the host State loan has been accessed and payment of interest has commenced.

(b) Are to be received in full by no later than 15 June 2015; and

(c) 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;

18. *Requests* the Registrar, in coordination with the Project Director's Office, to continue to submit to the Oversight Committee, as requested, updated information on the agreed schedules for one-time payments;

19. *Decides* that the assessed contributions by States Parties towards the payment of interest and capital on the host State loan, and any accrued interest thereof, shall be held in a special account and utilized only to fulfill the obligations under the host State loan agreement;

C. Financial reporting

20. *Requests* the Project Director, in consultation with the Oversight Committee, in accordance with resolution ICC-ASP/6/Res.1, to continue to submit annually, for consideration by the Assembly at its regular session, a detailed cost estimate for the project on the basis of the most recent information, and incorporating the schedule for the use of funds deriving from one-time payments;

21. *Further requests* the Project Director to continue to report annually to the Assembly, through the Oversight Committee, on the realization of the previous years' estimates and the level of expenditure;

D. Audit strategy

22. *Welcomes* the adoption by the Oversight Committee of an audit strategy for the project, and *requests* the Court's Internal Audit Section to manage its implementation on behalf of the Oversight Committee, taking into account the recommendation of the Committee on Budget and Finance concerning the expertise for the internal audit of the project;[15]

E. Voluntary contributions

23. *Reiterates* the invitation to States Parties and members of civil society with a proven track record of commitment to the mandate of the Court to raise funds for the permanent premises project;

F. Future reporting by the Oversight Committee

24. *Requests* the Oversight Committee to continue to provide regular progress reports to the Bureau and to report back to the Assembly at its next session.

[15] *Official Records ... Eleventh session ... 2012* (ICC-ASP/11/20), vol. II, part B.2, para. 82.

Appendix I

Cash-flow scheme

Budget ICC Permanent Premises (in million EU)

	Items	Total costs	Overall total	2009	2010	2011	2012		2013	2014	2015		2016	Total
				PD	FD	FD+ and tendering		Construction				Moving		
1.	**Construction Costs**		**147.04**					**2.8**	**46.5**	**85.3**	**12.2**	**0.1**	**0.1**	**147.1**
	1a. Construction costs	**140.64**						1.6	43.3	84.1	11.4	0.1	0.1	140.7
	1b. Fees design team (after tendering)	**6.40**						1.2	3.2	1.2	0.8	-	-	6.4
2.	**Risks**		**12.89**					**-1.5**	**1.7**	**10.7**	**0.8**	**0.5**	**0.8**	**12.9**
	2a. Project risk (all issues incl. design or third parties)	**3.79**						0.0	0.4	1.4	0.7	0.5	0.8	3.8
	2b. Client risk (outside project e.g. municipality)	**9.10**						-1.5	1.3	9.2	0.1	-	-	9.1
3.	**Permit and dues**		**2.60**					**2.5**	**0.1**					**2.6**
	Permits and dues	**2.60**								-	-	-		-
4.	**Fees**		**19.60**	**1.3**	**3.6**	**6.9**	**2.8**	**0.9**	**1.6**	**1.6**	**0.8**	**0.1**	**0.1**	**19.6**
	4a. Design related	**10.55**			2.7	5.1	2.0	0.5	0.2	-	-	-	-	10.5
	4b. Projectmanagement	**7.40**		0.9	0.7	1.3	0.5	0.3	1.3	1.3	0.7	0.0	0.1	7.4
	4c. Other consultants	**1.62**		0.4	0.2	0.4	0.2	0.1	0.1	0.2	0.1	-	-	1.6
	4d. Operational fees (e.g bank fees)	**0.03**		0.0	0.0	0.0	0.0	0.0	-	0.0	-	0.0	-	0.0
5.	**Other costs**	**1.50**	**1.50**		**1.5**									**1.5**
6.	**Residue (projected underspend/additional reserve)**	**6.37**	**6.37**							**5.6**	**0.7**	**-**		**6.4**
	Total	**190.0**	**190.0**	**1.3**	**5.1**	**6.9**	**2.8**	**4.8**	**49.9**	**103.1**	**14.5**	**0.6**	**1.0**	**190.0**
	Total	-	-	**1.3**	**5.1**	**6.9**		**7.5**	**49.9**	**103.1**		**15.14**	**1.0**	**190.0**
	cumulative			**1.28**	**6.41**	**13.29**		**20.79**	**70.71**	**173.85**		**188.99**	**190.0**	

Appendix II

Explanatory note on one-time payments[1]

A. Introduction

1. This explanatory note provides States Parties with further clarifications on the principles for one-time payments, in connexion with the criteria applicable to the agreement on the loan, in view of the proposed extension for States Parties to opt for one-time payments until 31 December 2014. It includes some indicative figures, comparing one-time payments to the participation in the loan repayment over a 30-year period at an interest rate of 2.5 per cent, through annual payments. This is illustrated for each State Party individually in the table included as an annex in the report of the Oversight Committee. [2]

B. One-time payments: modalities

2. Annex III to resolution ICC-ASP/7/Res.1 provides the criteria applicable to the agreement on the loan and the principles for one-time payments of the assessed share (extract included as appendix I to this note). The following points are aimed at operationalizing these provisions:

(a) The amount of a One-time payment for State Party A can be calculated according to the following formula:

One-time payment A = (building cost [3]) x (share of assessed contributions of State Party A) – (Discount 1) – (Discount 2)

Where:

(Discount 1 [4]) = (share of assessed contributions of State Party A) x 17.5% x (building cost)

(Discount 2 [5]) = (share of assessed contributions of State Party A) x (amount of the 17.5% host State subsidy on the difference between maximum loan amount (€200 million) and the building cost.

Explanation: as indicated in resolution ICC-ASP/6/Res.1, the overall construction costs of the project, are to be no more than €190 million. The host State agreed in its original offer to deduct a subsidy of 17.5 per cent of the amount not utilized under the maximum ceiling of the loan facility (€200 million) from the total amount borrowed. i.e. the difference between 200 million and the final drawn amount of the loan. Since one-time payments will directly lower the need to make use of the host State loan, it is reasonable to deduct this percentage from the beginning to the benefit of the contributing States Party. Otherwise, this would have to be done at the time of the adjustment on completion of the project.[6]

(b) One-time payments shall be subject to a Final Adjustment once the final cost of the project [7] and the amount drawn on the host State subsidy are known at completion of the project.

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[1] This is an update of the explanatory note contained in document ICC-ASP/8/34, annex II, which referred to the Court’s original letter , dated 9 April 2009, requesting States Parties to indicate their interest in making one-time payments by 30 June 2009.
[2] ICC-ASP/11/35, annex.
[3] Although the current building construction cost estimate is €183.7 million, all calculations, subject to the final adjustment, will continue to be made on the basis of the €190 million approved maximum budget in order to keep consistency with States Parties having selected the one-time payment option at an earlier stage.
[4] Discount 1 is only applicable to States Parties having opted for one-time payments.
[5] Discount 2 is applicable to all States Parties, whether or not they make a one-time payment. The only difference is that those making a one-time payment would obtain this discount in advance based on the €190 million estimate (subject to the final adjustment), while others would obtain a reduction in the loan according to their share of assessed contributions at the time of the final adjustment on completion of the project.
[6] See point (ii).
[7] The final cost of the project is expected to be available by the end of 2015.

Final adjustment of Discounts 1 and 2 on completion of the project:

Should the entire loan of €200 million need to be utilised,[8] both Discount 1 and Discount 2 would be reduced to zero;

Should the building costs exceed the maximum loan of €200 million,[9] then Discount 1 would be apply only to the part of the one-time payment that actually reduces the loan below €200 million. Discount 2 would be reduced to zero; and

Should the building costs come under the current €190 million estimate, Discount 2 would be increased for all States Parties to reflect the increased host state subsidy as the result of the increased amount on the unused portion of the loan facility. Discount 1 would remain unchanged in order not to apply the same discount twice to States Parties having opted for one-time payments.

Explanation: a final correction is required to ensure that all States Parties will pay the correct amount. States Parties having already opted for one-time payments or contemplating a one-time payment should be cautioned that, at the completion of the project, additional funds might be required, although all efforts are being undertaken to complete the building on time and within budget, and, in this regard, the current project estimate is €183.7 million. For the purpose of the final adjustment, the scale of assessments at the time the final cost envelope of the project is determined, i.e., the completion of the project (December 2015), will be utilized to make the corrections. The scale of assessment will differ from the original 2009 scale of assessment calculation used for one-time payments,[10] for example, due to changes in the number of States Parties having occurred or occurring between 2009 and the time of the final adjustment. Changes in the scale of assessments after the completion of the project (December 2015) will not be applicable to the calculation of States Parties' assessed contributions to the project.

(c) With the new extension of the deadline, States Parties may opt for the one-time payment option from 1 December 2012 until 31 December 2014 and one-time payments may be made in one or more yearly instalments, between December 2012 and 15 June 2015.

One-time payments should be made in accordance with regulation 5.6 of the Financial Regulations and Rules of the Court. In case of a one-time payment in two or more yearly instalments, all instalments should be made accordingly.

According to the conditions of the host State loan, payment of interests begins as of the time of the first utilization of the loan,[11] while repayment of capital and interests will commence after expiration of the existing or future leases of the interim premises.[12]

Accordingly, should any of the instalments of the one-time payment by a State Party be received by the Court after the commencing of the draw down of the host State loan (currently estimated at the end of the second quarter of 2013), that State Party would be liable for the apportioned share of the interest on the host State loan, applicable up to the end of the month in which the one-time payment (instalment) is received.

The calculation mechanism is further detailed in appendix II to this note, which illustrates the different scenarios for States Parties opting for one-time payments or repayment of the loan, in accordance with the recommendation of the Committee on Finance and Budget at its nineteenth session. [13]

[8] This is highly unlikely in view of the current state of the project.
[9] This is unlikely since the current project cost estimate is €183.7 million.
[10] Used as the basis of the original calculation for one-time payments (ICC-ASP/8/Res.8) and still used for new one-time payments, for the sake of consistency, subject to the final adjustment.
[11] Resolution ICC-ASP/7/Res.1, annex II, (e).
[12] Ibid., (f).
[13] *Official Records ... Eleventh session ... 2012* (ICC-ASP/11/20), vol. II, part B.2, para. 167.

Estimated interest to be paid during the construction phase (2013-2015)

The total annual interest costs related to the draw down of the host State loan during the construction phase of the project are currently estimated as follows: [14]

2013: € 204,568

2014: € 1,659,706

2015: € 3,627,525

These amounts are only payable by States Parties that have not opted to make a one-time payment or, having done so, have not disbursed all their instalments before the commencing of the draw down on the host State loan (currently estimated at the end of the second quarter of 2013).

States Parties liable for the payment of interest during the construction phase shall be assessed in accordance with the same scale of assessment applying to the Court's regular budget applicable at the time of the assessment, with the necessary corrections in order to exclude States Parties having made their full one-time payments before the draw down on the loan.

[14] These amounts may differ depending on further one-time payments being received as well as any changes in the cash flow of the project.

Attachment 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

The Assembly of States Parties,

[…]

Annex II
Criteria applicable to the agreement on the loan

The agreement with the host State regarding its offer to provide a loan for the permanent premises project will stipulate that:

(a) A loan of up to a maximum of €200 million will be provided to the Court by the host State, to be repaid over a period of 30 years at an interest rate of 2.5 per cent.

(b) The agreement does not create for the Court any legal obligation to borrow the full amount (i.e. €200 million) from the host State or in any way restrict the Court's discretion in deciding on the amount that is to be borrowed.

(c) The agreement does not in any way restrict the authority and discretion of the Court to seek funds for the same purposes from any other source if the Court chooses to do so.

(d) In the event of the €200 million not being fully utilized at the end of the project, the host State will reduce the amount of the loan to be repaid by an amount that corresponds to 17.5 per cent of the non-utilized part of the loan.

(e) Interest is to be paid annually, as of the first utilization of the host State loan.

(f) Repayment of the loan, through regular annual instalments, will commence after expiration of the existing or future leases of the interim premises.

Annex III
Principles for one-time payments of the assessed share

[…]

3. States Parties not opting for a one-time payment shall be assessed annually for the payment of interest and for the repayment of the host State loan, according to the scale of assessments to the Court's regular budget applicable at the time of the assessment.

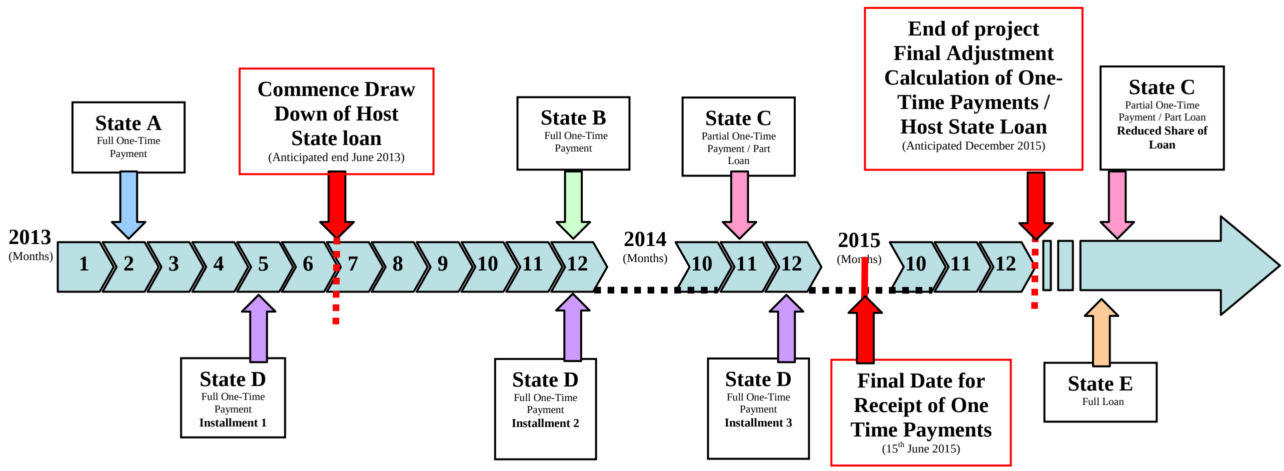
4. The Registrar will inform States Parties wishing to make a one-time payment, as soon as possible, of their assessed share, based on the most recent estimates of the final cost envelope referred to in paragraph 13 of the resolution.

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.

[…]

Attachment II

Examples: States Parties One Time Payment / Project Financing Calculation Scenarios



Assumptions

The anticipated date for drawing down of the loan is end of June 2013

Final adjustment in all cases in December 2015 based on final cost of the project, one-time payments received and scale of assessment at completion of the project

Repayment of capital and interest on host State loan from January 2016 to December 2045

Examples

State A – Full one time payment prior to commencing draw down of host State loan

One –time payment disbursed in February 2013

(a) no interest due for period 2012 – 2015

(b) no interest and capital repayment due for period 2016 – 2045

State B – Full one time payment after commencement of draw down of host State loan

One-time payment disbursed in December 2013

(a) proportional share of interest on host State loan, up to the end of year and month of receipt of payment, i.e., months 7 through to 12 in 2013 only (i.e. 6 months).

(b) no interest due for period 2016 – 2045

State C – Partial one-time payment / Part loan

Partial One-time payment disbursed in November 2014

(a) proportional share of Interest on host State loan applicable up to the end of the year and month of receipt of payment: no interest paid until first draw down of the loan, proportional share of interest for 2013 (months 7 through to 12), and 2014 (months 1 through to 11) taking account of the one-time payment made + interest on the remaining assessed contribution until finalization of the construction project.

(b) Outstanding balance of assessed contribution financed via the loan option i.e. 30 years capital and interest repayments from January 2016 onwards.

State D – Full one-time payment in 3 installments; 1 installment prior to draw down of host State loan, and 2 installments following draw down of the loan

(a) Installment 1 paid in May 2013: no interest to be paid on this amount

(b) Installment 2 paid in December 2013: proportion of Interest on host State loan applicable up to the end of the month of receipt of installment 2, i.e. proportional share of interest for 2013 (months 7 through to 12)

(c) Installment 3 paid in December 2014: proportion of interest on host State loan applicable up to the end of the month of receipt of installment 3, i.e. proportional share of interest for 2013 (months 7 through to 12), and 2014 (months 1 through to 12).

(d) no interest or capital repayment due for period 2016 – 2045

State E – Full host State loan

(a) Proportional share of interest applicable from July 2013 to December 2015 over assessed contribution

(b) Assessed contribution financed via the loan option i.e. 30 years capital and interest repayments from January 2016 onwards.

Appendix III

Members of the Oversight Committee*

African States

1. Kenya

Asian and Pacific States

2. Japan
3. Republic of Korea

Eastern European States

4. Romania

Group of Latin American and Caribbean States

5. Argentina
6. Venezuela (Bolivarian Republic of)

Western European and Other States

7. Germany
8. Ireland
9. Italy
10. United Kingdom

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* As of 21 December 2011.