

FINAL DRAFT 26 February 2015

COOPERATION AGREEMENT

**between the designated authorities under Article 3, Paragraph 3 of the Agreement
between the KINGDOM OF NORWAY and the KINGDOM OF THE NETHERLANDS on
the use of a prison in the Netherlands for the purpose of the execution of
Norwegian sentences of imprisonment**

2 March 2015

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The undersigned:

The Directorate of Norwegian Correctional Service of the Kingdom of Norway (KDI), based in Lillestrøm, duly represented in this matter by Director General Marianne Vollan

and

the Dutch Custodial Institutions Agency (DJI) of the Ministry of Security and Justice of the Kingdom of the Netherlands, based in The Hague, duly represented in this matter by General Director Peter Hennephof,

(hereinafter the "Parties")

Whereas the Kingdom of Norway and the Kingdom of the Netherlands signed an Agreement on 2 March 2015 on the use of a prison in the Netherlands for the purpose of the execution of Norwegian sentences of imprisonment;

Whereas in the said Agreement the parties have agreed that the Kingdom of the Netherlands will make Norgerhaven prison, including staff and material resources, available to the Kingdom of Norway for that purpose, in consideration for a pecuniary fee to be paid to the Kingdom of the Netherlands by the Kingdom of Norway;

Have agreed as follows:



PART 1: GENERAL PROVISIONS

**Article 1
Definitions**

For the purpose of this Cooperation Agreement

- a. "Agreement" means: the Agreement of 2 March 2015 between the Kingdom of Norway and the Kingdom of the Netherlands on the use of a prison in the Netherlands for the purpose of the execution of Norwegian sentences of imprisonment;
- b. "Sending State" means: the Kingdom of Norway;
- c. "Receiving State" means: the Kingdom of the Netherlands;
- d. "KDI" means: The Directorate of Norwegian Correctional Service (*Kriminalomsorgsdirektoratet*);
- e. "DJI" means: The Dutch Custodial Institutions Agency (*Dienst Justitiële Inrichtingen*);
- f. "Prison" means: Norgerhaven prison in Veenhuizen in the municipality of Noordenveld in the Receiving State, which under the law of the Sending State functions as an annex of Ullersmo prison in the municipality of Ullensaker in the Sending State;
- g. "Prisoner" means: an adult male person upon whom a Norwegian sentence is imposed;
- h. "Governor" means: the governor of the prison, appointed by the designated authority of the Sending State;
- i. "Staff- and facility manager" means: the official, appointed by the designated authority of the Receiving State, as referred to in Article 6, Paragraph 4, of the Agreement;
- j. "Norwegian sentence" means: a prison sentence imposed by a final decision of a court which is enforceable in the Sending State.

**Article 2
Object of the Cooperation Agreement**

This Cooperation Agreement serves to implement Article 3, Paragraph 3, and Article 28 of the Agreement.

PART 2: PRISON CAPACITY AND FACILITIES

**Article 3
Prison capacity**

The Receiving State will make 242 detention places available in the prison. The 242 detention places shall be single cells.

**Article 4
Grounds, buildings and the furnishing of the prison**

1. The prison put at the disposal of KDI shall include:
 - a. the grounds of the prison;
 - b. the buildings on the grounds, including appropriate visiting facilities;
 - c. the amenities on the grounds and in the buildings;
 - d. the inventory of the grounds and buildings, including the furnishings and fittings in the cells.



2. KDI has taken detailed note of the grounds and the buildings located therein and the associated inventory and amenities, which are also fully known to the parties without further description.

3. Before the Sending State starts to use the prison, DJI and KDI will draw up an inspection report on the state of the prison that is being provided pursuant to the first Paragraph (a-d inclusive), which shall be signed by both Parties. KDI accepts the prison provided pursuant to the first Paragraph (a-d inclusive) in its current state and undertakes to use it with due care. The first sentence is applicable *mutatis mutandis* at the end of the use of the prison.

4. The prison is being made available to KDI as an operational prison, including staff, material resources and grounds, without prejudice to other tasks and instructions to be issued by DJI for the purpose of the operation described in Paragraphs 5 and 6.

5. DJI will take care of the necessary maintenance of the grounds, the buildings and the inventory and amenities of the prison. DJI will see to it that the housing and accommodation in the prison and all rooms meet all statutory requirements of the Receiving State in terms of health, fire safety and hygiene.

6. In case of damage to prison property, the Staff- and facility manager shall ensure that repairs shall commence without undue delay. If such repairs lead to a prison cell becoming inoperative, suitable single cells can temporarily be converted to shared cells.

7. The Governor will grant permission to third parties designated by the Staff- and facility manager to enter the grounds and buildings of the prison for the purpose of implementing this Article.

Article 5

Fitting-out of the cell

The cell will be fitted out with a table, a chair, a television providing at least one Norwegian television channel, a bed, a personal cupboard, a washbasin and a toilet.

Article 6

Technical equipment, operations and points of contact

1. DJI will ensure that the prison stays operational and shall provide all necessary resources and materials. This includes necessary facilities and equipped office space for the Governor and the staff of the Sending State, as referred to in Article 11 of this Cooperation Agreement, and all investments and operations related to IT-, telephone- and video conference systems (procurements, installation, maintenance and licenses).

2. IT-systems which can run KDI detention programs shall be provided by DJI.

3. KDI will take care of the necessary administrative work in connection with the day-to-day routines and will give DJI the information needed for the implementation of this Cooperation Agreement.

4. DJI and KDI will establish points of contact with regard to any questions on IT-systems and -equipment throughout the duration of this Cooperation Agreement.



Article 7

Prison conditions

DJI guarantees that the conditions in the prison are such that the Governor is thereby able to ensure full compliance with the Agreement and this Cooperation Agreement.

Article 8

Damage to property

1. Damage to prison property by prisoners as the result of normal use will be borne by the Receiving State.
2. Damage to prison property by prisoners as the result of demolition will be borne by the Sending State.

PART 3: ORGANISATION AND STAFF

Article 9

The relationship between the Governor and the Staff- and facility manager

1. In addition to the competences and responsibilities, as referred to in Article 6 of the Agreement, the Governor shall manage the Norwegian staff.
2. KDI will appoint one or more deputy governors.
3. Notwithstanding the specific terms of this Cooperation Agreement, the Governor and the Staff- and facility manager shall meet as often as necessary but at least two times per month.
4. The Governor and the Staff- and facility manager can make proposals to KDI and DJI to add to or amend this Cooperation Agreement.

Article 10

Consultation between KDI and DJI

KDI and DJI will have regular consultations on the implementation of this Cooperation Agreement and shall evaluate the implementation twice per year.

Article 11

Prison staff from the Sending State

The Governor can employ administrative staff from the Sending State in order to carry out his or her tasks.

Article 12

Health, environment and safety

The regulations of the Receiving State concerning health, environment and safety shall remain applicable to any staff working in the prison.



Article 13

Duty of confidentiality

The prison staff members are bound by relevant provisions of confidentiality of their respective States.

Article 14

Staff training

1. The prison officers and the security guards shall have completed or follow the Initial Course of the DJI Training and Education Centre (*Opleidingsinstituut DJI*).
2. The Correctional Service of Norway Staff Academy (*KRUS*) will provide a training program for all the members of the prison staff from the Receiving State with respect to penitentiary law and practices of the Sending State.
3. The Governor is responsible for providing adequate training, as referred to in Paragraph 2, for new members of staff.

Article 15

Language requirements

1. At all times there shall be a sufficient number of prison staff present in the units who are able to communicate in spoken English.
2. At all times there shall be a sufficient number of prison staff present in the prison who are able to communicate in written English.

Article 16

Uniform service clothing

The prison staff shall wear uniform service clothing in accordance with the provisions and practice of the Receiving State. The prison staff is allowed to carry a label indicating that the prison is an annex of Ullersmo prison in the Sending State.

Article 17

Sickness of staff

1. Sickness of staff shall not affect the level of security in the prison, or the daily program for the prisoners.
2. If the sickness of staff on a given day is 6% or more, the daily program will be limited at the request of the Staff- and facility manager.

Article 18

Staff handbook

1. The Governor will prepare a Handbook for DJI prison staff, in Dutch and English, in consultation with the Staff- and facility manager.
2. The Handbook will contain detailed information on, *inter alia*:
 - a. the organisation of the prison;
 - b. the legal rights of prisoners in accordance with the law of the Sending State, including the provisions of the Norwegian Execution of Sentences Act with related regulations and guidelines and other relevant laws of the Sending State;

- c. the daily program and the range of activities and routines related to this;
- d. the rules on order, safety and discipline.

PART 4: TRANSPORT

Article 19

Transport of prisoners

1. KDI will carry out the transport of prisoners from Ullersmo prison to the designated airport in the Receiving State and *vice versa*.
2. At the designated airport the competent authorities of the Receiving State will carry out the transfer of the prisoners to DJI with a view to their transport.
3. DJI will ensure that transport between the prison and the designated airport and *vice versa*, for the requested number of prisoners, can take place every day of the week, included public holidays, provided that the Governor or KDI has given two days of notice. DJI will strive to organise the transport even if the transportation request is given with fewer days' notice.

PART 5: PROGRAM AND ACTIVITIES

Article 20

Daily program

1. The Governor will set a daily program for the prisoners after consultation with the Staff- and facility manager.
2. From Monday to Friday the program will start at 8.00 hours and will end at 20.00 hours.
3. On Saturday and Sunday the program will start at 10.00 hours and will end at 19.00 hours.
4. Meals are served in the cells.

Article 21

Work and other activity

1. The Staff- and facility manager guarantees that, on weekdays, prisoners will be given the opportunity to undertake at least four hours of paid work or other meaningful activity, such as program activities, education, courses or therapy.
2. The Governor will ensure that a sufficient number of prisoners participate in prison work.
3. The practical organisation of the work or other activities will be worked out in consultation between the Governor and the Staff- and facility manager. The Staff- and facility manager will register the hours worked by the prisoners.



4. The prisoners' daily allowance shall be in accordance with the standard pay for prison activity of the Sending State. The Governor will organise the payment at the expense of and in accordance with the guidelines of the Sending State.

Article 22

Training activities and leisure time

1. The practical organisation of training activities and leisure time will be specified in an activity program, in consultation between the Governor and the Staff- and facility manager. The program will include the activities outside the cell during the daily program.

2. DJI guarantees that conditions in the prison are such that the Governor can arrange for the prisoners to take part in the educational-, training- and cultural activities available in the prison and that, as a minimum:

- a. the prisoners can get at least two hours of fresh air per day in a communal walking space;
- b. the prisoners will have access to leisure activities twelve hours per week, including weekends, in suitable premises;
- c. the prisoners can take part in physical activities at least three hours per week, of which one hour during the weekend. Fitness training is part of the range on offer;
- d. the prisoners will have access, at least one hour per week, to the library;
- e. the prisoners will have access to a refrigerator and cooking facilities. The prisoners will be granted sufficient time to prepare their own food several times per week during the hours, as referred to in subsection b.

3. If KDI asks for other educational-, training- or cultural activities to be provided, additional arrangements can be made in cooperation with DJI.

Article 23

Library

The Staff- and facility manager will provide premises for a library and a range of various books, media and newspapers. The selection of books will be complemented with books in Norwegian language made available by the competent authorities in the Sending State.

Article 24

Religious services

1. The Staff- and facility manager will make it possible for the Governor to give prisoners the opportunity to attend confessional services for one hour per week.

2. The confessional activities, as referred to in Paragraph 1, will be provided by a protestant priest and an imam respectively.

3. In addition to Paragraph 1, the protestant priest is available during daytime Monday to Friday within the possibilities of the program referred to in Article 20 of this Cooperation Agreement.



Article 25

Services of non-governmental organisations

The Governor can allow non-governmental organisations from the Sending State to offer their services in the prison, within the possibilities of the program referred to in Article 20 of this Cooperation Agreement.

PART 6: CARE

Article 26

Hygiene

1. The Staff- and facility manager will make it possible for the Governor to give prisoners the opportunity to see to their personal care daily. The Staff- and facility manager shall strive to give the prisoners the opportunity to take a shower daily.
2. The following personal care products will be provided by the Staff- and facility manager free of charge: soap, razor, toothpaste, toothbrush, shampoo and toilet paper.
3. The Staff- and facility manager shall also provide the prisoners with bed linens and towels.
4. The Staff- and facility manager will make it possible for the Governor to give prisoners the opportunity to clean their own cells twice per week. To this end, the Staff- and facility manager will provide, free of charge, appropriate cleaning solutions and materials.

Article 27

Clothing

1. The Staff- and facility manager will make it possible for the Governor to give prisoners the opportunity to wash their personal clothing free of charge, once per week.
2. KDI will ensure that the prisoners possess suitable clothing and shoes on their arrival in the prison. The Staff- and facility manager takes care of the opportunity for the prisoners to buy, at their own expense, clothes and shoes.
3. The Staff- and facility manager will provide suitable clothing and shoes, free of charge, to those prisoners whose own clothes do no longer meet the requirements of hygiene, are incapable of doing paid work and have no other means to buy clothes and shoes.
4. If during work or other activities, suitable clothing or shoes are obligatory, these will be provided by the Staff- and facility manager, free of charge.
5. The Staff- and facility manager will ensure the opportunity for the prisoners to buy, at their own expense, clothes suitable for physical activity.

Article 28

Food

1. DJI is responsible for providing full and balanced meals to the prisoners, which meet the relevant standards in the Receiving State.

2. The Staff- and facility manager will ensure that prisoners are served three meals per day, one of which will be a hot meal. The prisoners shall have the opportunity to choose between halal-, vegetarian- and regular meals.

3. If the general practitioner prescribes individual dietary guidelines for prisoners, these shall be observed.

Article 29

Management of the prisoners' money

1. KDI will organise the administration of prisoners' personal funds through Ullersmo prison in the Sending State.

2. KDI will organise this administration in such way that no direct financial relationship is created between DJI and the prisoners.

Article 30

Prisoners' belongings

The Governor is responsible for the safe-keeping of prisoners' belongings in a secure effect storage in the prison.

Article 31

Prison shop

The Governor will set up a scheme to give prisoners the opportunity to order goods from the prison shop at their own expence, after consultation with the Staff- and facility manager.

Article 32

Prison health care

1. DJI guarantees that the following basic health care, as a minimum, will be provided:

- a general practitioner is available during daytime (9.00 hours - 17.00 hours) Monday to Friday. It is possible to call a general practitioner during evening time, night time and in the weekends, if necessary;
- nurses are available during daytime Monday to Friday;
- a psychologist is available during daytime Monday to Friday;
- a psychiatrist can be called for when necessary;
- a dentist can be called for when necessary;
- medical administration is available during daytime Monday to Friday.

2. The Staff- and facility manager will ensure that prisoners in need of medication can receive this daily, in accordance with the general practitioner's assessment.

3. The health care personnel of Ullersmo prison will provide a summary of the prisoner's patient file to the general practitioner of the prison, ultimately on the day of arrival of the prisoner in the prison.

4. The Sending State will ensure close contact between the prison health care services of the Sending State and the health care services in the prison through a health coordinator in Ullersmo prison.

PART 7: PRISONERS' CONTACT WITH OTHERS

Article 33

Correspondence

1. The Staff- and facility manager will make it possible for the Governor to give prisoners the opportunity to send letters and to receive post addressed to them.
2. Outgoing and incoming post from and to prisoners shall be controlled in accordance with the laws and regulations of the Sending State. The control is to be carried out in Ullersmo prison in the Sending State, and both outgoing and incoming post shall be sent and received via Ullersmo prison.
3. The prisoners' outgoing post will be sent by post from the prison to Ullersmo prison for control at least twice per week, at the expense of the Sending State. Ullersmo prison ensures that the letters from prisoners are forwarded without undue delay to the recipient by post after control is performed, provided that the letter is sufficiently stamped by the prisoner.
4. The prisoners' postal address is Ullersmo prison, Postboks 2, 2041 Kløfta, Norway. Ullersmo prison ensures that post addressed to prisoners in the Receiving State is forwarded to the prison without undue delay after control is performed.

Article 34

Visits

1. The Staff- and facility manager will make it possible for the Governor to give prisoners the opportunity to receive visits Monday to Friday between 12.30 hours and 16.00 hours.
2. The Staff- and facility manager shall facilitate that prisoners can receive visits several days in a row, if the visitor travelled from abroad. In this regard, visits can also take place on Saturdays and Sundays upon agreement with the Governor.
3. The Staff- and facility manager will ensure that the visits can take place under safe conditions. The visits shall be managed in accordance with the laws and regulations of the Sending State.

Article 35

Telephone

1. The Staff- and facility manager will make it possible for the Governor to give prisoners the opportunity to make telephone or Skype calls, at their own expense, for 20 minutes three times per week. If a specific need arises, prisoners shall be given the opportunity to apply for extended duration or additional calls.
2. The Governor will make it possible for telephone calls to Norway to be made at the national rate of the Sending State.
3. The Governor will determine the hours during which the telephone is accessible within the possibilities of the program as referred to in Article 20 of this Cooperation Agreement.

4. The permitted duration of telephone calls, as referred to in Paragraph 1, does not apply to calls with the prisoners' lawyers or consulate- and diplomatic representatives of their country. The prisoners shall be given the opportunity to call these persons outside the normal telephone hours within the possibilities of the program referred to in Article 20 of this Cooperation Agreement.

Article 36

Social assistance and social services

The Staff- and facility manager facilitates that conditions in the prison are such that the Governor can ensure that prisoners can come into contact, via telephone or video conference, with the departments for social assistance and social services of the Sending State, within the possibilities of the program as referred to in Article 20 of this Cooperation Agreement. Contact with these departments is not included in the permitted duration regulated in Article 35, Paragraph 1, of this Cooperation Agreement.

PART 8: INFORMATION, TRANSLATION AND OTHER OBLIGATIONS

Article 37

Information for prisoners

1. The Governor will prepare, in cooperation with the Staff- and facility manager, an information guide and house rules for the prisoners.
2. The Staff- and facility manager will be responsible for its translation, printing, distribution and replacement.

Article 38

Translation and interpretation

1. The Governor and the Staff- and facility manager will determine which documents concerning the prison and the prisoners, such as periodic reviews, reports and decisions, will be available in the English or Norwegian language.
2. DJI shall ensure that formal documents addressed to a prisoner are written in or translated (written or orally) into a language that the prisoner can understand.
3. When needed, DJI will provide interpretation services.

PART 9: SUPERVISION OF THE EXECUTION OF SENTENCES

Article 39

Supervision of the execution of sentences

Supervision of the execution of sentences is governed by the laws and regulations of the Sending State. The Governor is obliged to allow announced and unannounced visits from supervising bodies of the Sending State, such as the Supervisory Council (*tilsynsråd*) and the Parliamentary Ombudsman for Public Administration (*Sivilombudsmannen*).

PART 10: COSTS AND PAYMENT

Article 40

Fee for the use of the prison

1. The fee, as referred to in article 27 of the Agreement, consists of the costs for 239 FTE staff.

2. The fee, as referred to in article 27 of the Agreement, contains the costs arising from:
a. the follow up on:

- Article 3, of this Cooperation Agreement;
 - Article 4, Paragraphs 1, 5 and 6, of this Cooperation Agreement;
 - Article 5 of this Cooperation Agreement;
 - Article 6, including the interface with the Sending State and excluded Article 6, Paragraphs 3 and 4, of this Cooperation Agreement;
 - Article 8, Paragraph 1, of this Cooperation Agreement;
 - Article 14, Paragraph 1, of this Cooperation Agreement;
 - Article 15 of this Cooperation Agreement;
 - Article 16, first sentence, of this Cooperation Agreement;
 - Article 17 of this Cooperation Agreement;
 - Article 18 of this Cooperation Agreement;
 - Article 19, Paragraph 2, of this Cooperation Agreement;
 - Part 5, except Article 21, Paragraphs 2 and 4 and Article 23, second sentence, of this Cooperation Agreement;
 - Article 26 of this Cooperation Agreement;
 - Article 27, except Paragraph 2, first sentence, of this Cooperation Agreement;
 - Article 28, except Paragraph 3, of this Cooperation Agreement if the meal cannot be prepared inside the prison;
 - Article 32, Paragraph 1, subsections a, b, c and f, of this Cooperation Agreement
 - Article 34, Paragraphs 1 and 3, of this Cooperation Agreement;
 - Article 37 of this Cooperation Agreement;
 - Article 38 of this Cooperation Agreement;
- b. the use of a drug dog one time per week;
- c. the use of the internal response team (IBT) two times per month in the period after 17.00 hours and in the weekends.

3. The number of staff, as mentioned in Paragraph 1, is without prejudice to normal fluctuations in staff inherent in operating a prison.

Article 41

Subsequent calculation

1. The following services, events, incidents or amounts are paid separately by the Sending State on the basis of subsequent calculation:

- a. costs as referred to in Article 12, Paragraph 4, of the Agreement;
- b. costs as referred to in Article 8, Paragraph 2, of this Cooperation Agreement;
- c. costs as referred to in Article 28, Paragraph 3, of this Cooperation Agreement;
- d. additional costs of visits in the weekend, as referred to in Article 34, Paragraph 2, of this Cooperation Agreement;
- e. all costs of health care, including dental care, inside and outside the prison in conformity with the Benefit Package of DJI (*Vademecum: Verstrekkingspakket medische*

- voorzieningen van de Dienst Justitiële Inrichtingen*), not covered by Article 40 of this Cooperation Agreement;
- f. the use of a psychiatrist, as referred to in Article 32, Paragraph 1, subsection d, of this Cooperation Agreement, at a rate of € 193,60 per hour including time of travel and travel costs reimbursement of € 0,28 per kilometer, which prices will be indexed in conformity with Article 29 of the Agreement;
- g. the use of a dentist, as referred to in Article 32, Paragraph 1, subsection e, of this Cooperation Agreement, at a rate of € 170,- per hour including the cost of assistant at the rate of € 40,- per hour.
- h. the extra use of the internal response team (IBT) above the frequency mentioned in Article 40, subsection c, of this Cooperation Agreement at a rate of € 2393,- for a period of six hours and every following period of six hours or less, which price will be indexed in conformity with Article 29 of the Agreement;
- i. costs of urine tests at a rate of € 5,21 for a screening on THC, opiates, cocaine, methadon, benzodiazepine and alcohol, a rate of € 1,55 for a repeated screening and a rate of € 75,- for a confirmative screening;
- j. transportation, as referred to in Article 11 of the Agreement and Article 19, Paragraph 3, of this Cooperation Agreement in conformity with the yearly adapted tariff list of the Transport and Support Service of DJI (*Dienst Vervoer & Ondersteuning*);
- k. the use of the external Response Team (*Landelijk Bijzonder Bijstandseenheid*) in conformity with the yearly adapted tariff list of the Transport and Support Service of DJI (*Dienst Vervoer & Ondersteuning*);
- l. the extra use of drugs dogs above the frequency mentioned in Article 40, subsection b, of this Cooperation Agreement in conformity with the yearly adapted tariff list of the Transport and Support Service of DJI (*Dienst Vervoer & Ondersteuning*);
- m. actual costs arising from asylum procedures and possible detention of foreigners in the Receiving State as a consequence from the application, implementation or interpretation of the Agreement or this Cooperation Agreement;
- n. actual costs of evacuation of the prison.

2. The Staff- and facility manager shall draw up a declaration of performance on the costs, as referred to in Paragraph 1, which will be signed by the Governor.

3. The declaration of performance will be attached to the invoice, as referred to in Article 43 of this Cooperation Agreement.

Article 42

Additional risks

If actual costs of providing services, due to occurrences outside the Parties' reasonable control, are substantially higher than agreed, the Parties shall engage in good faith negotiations with the aim of finding a fair cost sharing of the additional costs.

Article 43

Payment of costs

1. The costs referred to in Article 40 of this Cooperation Agreement and the costs referred to in Articles 41 and 42 of this Cooperation Agreement, will be on separate invoices.

2. The invoices referred to in Paragraph 1, shall be sent to the following address:
Kriminalomsorgsdirektoratet, DFØ fakturamottak, Postboks 4351, 2308 Hamar, Norway.

3. The costs as referred to in Article 40 up to and including 42 of this Cooperation Agreement for 2015 shall be paid within 30 days on invoice sent to the Sending State.

4. The costs as referred to in Article 40 up to and including 42 of this Cooperation Agreement for the other years shall be paid per quarter within 30 days on invoice sent to the Sending State.

5. The invoice concerning the costs referred to in Article 40 of this Cooperation Agreement for 2015 and for the last quarter of the following years shall be received by the Sending State on 1 December of that year at the latest.

PART 11: OTHER PROVISIONS

Article 44

Penitentiary file

KDI will ensure that the Staff- and facility manager is provided with necessary information from the penitentiary file ultimately on the day of arrival of the prisoner in the prison.

Article 45

Personal data and confidentiality

1. Personal data, supplied for the application of this Cooperation Agreement, shall only be used for the purpose of this Cooperation Agreement.

2. Notwithstanding the powers conferred upon the parties in this Cooperation Agreement, parties will observe strict confidentiality in respect of information regarding the organisation and in respect of all information obtained as a result of their work in the context of this Cooperation Agreement. Parties shall not disclose to third parties information at their disposal and shall only divulge it to their staff insofar as this is necessary for the performance of the agreed tasks and instructions.

3. The provisions of Paragraph 2 shall not apply if one of the parties is obliged to provide information to third parties pursuant to a statutory provision or legal decision.

4. If during the term of this Cooperation Agreement publicity-sensitive issues arise in connection with the use of the prison, DJI and KDI will immediately communicate with each other on the matter. Jointly, they will make arrangements on the way in which they will communicate with the media on the issue.

Article 46

Liability

1. Any shortcoming in compliance with an obligation under this Cooperation Agreement shall oblige one party to recompense the other party for all damage, unless the shortcoming cannot be attributed to the former party because an unforeseeable and unavoidable incident has made compliance with the obligation impossible.

2. If one party, in the performance of an obligation under this Cooperation Agreement, makes use of the help of other persons, then it shall be liable for their conduct in the same way as it is for its own.

Article 47

Unforeseen circumstances and *force majeure*

1. If an unforeseen circumstance or a *force majeure* occurs and a party is consequently of the opinion that the other party may not expect the fulfilment of the terms of this Cooperation Agreement, said party must notify the other party of the relevant facts in writing. After receipt of the notification, the parties will enter into dialogue in order to determine if this Cooperation Agreement can be amended under acceptable terms.

2. In this Article, force majeure means all circumstances beyond the reasonable control of the Party concerned, including without limitation, acts of God, war, riot, civil disturbance, fire, explosion, terrorism, sabotage, strike, lockout, slowdown, labour disturbances, accident, epidemic, breakdown of public utilities, orders or decrees of any court and extraordinary actions by third parties.

Article 48

Transfer of rights and obligations

1. Parties are not entitled to transfer the rights and obligations under this Cooperation Agreement to any third party.

2. The provisions of Paragraph 1 shall not apply insofar as DJI, in the implementation of this Cooperation Agreement, wishes to avail itself of the temporary hire of external staff or the outsourcing of certain tasks to third parties, provided that the services are to be performed by these third parties under the responsibility of DJI and that the transfer of rights or obligations does not affect the fulfilment of the provisions in this Cooperation Agreement.

Article 49

Dispute resolution

1. In the event of a difference of opinion between the Governor and the Staff- and facility manager on the implementation of this Cooperation Agreement, they will call on DJI and KDI in order to reach a solution.

2. DJI and KDI will also discuss disputes or difficulties regarding the application, implementation or interpretation of this Cooperation Agreement, in order to reach a resolution.

3. If the discussions, as referred to in Paragraph 2, do not lead to resolutions, DJI and KDI will notify the Ministers of Justice of the Sending and Receiving States.

PART 12: DURATION OF THE COOPERATION AGREEMENT

Article 50

Term

This Cooperation Agreement has been entered into for the term of the Agreement.



**Article 51
Applicability**

The provisions in this Cooperation Agreement apply to all additional tasks and instructions that DJI is carrying out and will carry out on behalf of KDI.

**Article 52
Termination of use of the prison**

On termination of this Cooperation Agreement KDI will ensure that the use of the prison ends and that no prisoners or property brought into the prison by KDI are still in the prison.

**Article 53
Entry into force and termination**

This Cooperation Agreement will enter into force at the same time as provided for in Article 36 of the Agreement and will end when the Agreement ends.

**Article 54
Amendments**

This Cooperation Agreement may be amended by mutual consent of the Parties.

Drawn up in duplicate, in English, in Veenhuizen on 2 March 2015.

For the Directorate of Norwegian
Correctional Service (KDI)

For the Dutch Custodial Institutions
Agency (DJI)

Marianne Vollan
Director General

Peter Hennephof
General Director