

## **DIRECTIVE ON THE ASSIGNMENT OF COUNSEL**

### **PREAMBLE**

The Registrar, in consultation with the President of the Special Court for Sierra Leone,

Considering the Agreement between the United Nations and the Government of Sierra Leone on the Establishment of a Special Court for Sierra Leone signed in Freetown on 16 January 2002 and the Statute of the Special Court for Sierra Leone annexed to that Agreement and, in particular, the rights guaranteed all individuals appearing before the Special Court for Sierra Leone under Article 17 of the Statute of the Special Court for Sierra Leone, including the right to Counsel, and the rights of a suspected or accused person or detainee under international law; and

Considering the Rules of Procedure and Evidence of the Special Court for Sierra Leone adopted pursuant to Article 14 of the Statute of the Special Court for Sierra Leone on 7 March 2003, and as subsequently amended, and in particular Rules 44, 45, 45 bis and 46;

Issues this Directive laying down the conditions and arrangements for the Assignment of Counsel to an Accused or Suspect.

### **PART I: BASIC PRINCIPLES**

#### **Article 1: Use of Terms**

(A) For the purposes of this Directive the following terms are defined as:

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|-------------------------|---|
| Accused:                | Any individual against whom an indictment of the Special Court for Sierra Leone has been confirmed in accordance with Rule 47 of the Rules of Procedure and Evidence of the Special Court for Sierra Leone.   |
| Agreement:              | The Agreement between the United Nations and the Government of Sierra Leone on the Establishment of the Special Court for Sierra Leone signed in Freetown on 16 January 2002.   |
| Assigned Counsel:       | Counsel appointed under Rule 45 of the Rules of Procedure and Evidence of the Special Court for Sierra Leone and engaged, in accordance with this Directive, to provide legal services to a Suspect or Accused before the Special Court for Sierra Leone, either by virtue of having been provisionally assigned to a Suspect or Accused or by virtue of having entered into a Legal Services Contract with the Principal Defender. |
| Contract Specification: | The DOSCSL Contract Specification as issued by the Defence Office.  |
| Contracting Counsel:    | Counsel qualified under Rule 45 of the Rules of Procedure and Evidence of the Special Court for Sierra Leone, engaged under a Legal Services Contract with the Principal Defender and responsible for supervising the provision of all services, to a Suspect or Accused, by the Defence Team.  |
| Counsel:                | An individual licensed or otherwise permitted to practice law in any State, as defined in Rule 44 or 45 of the Rules of Procedure and Evidence of the Special   |

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|  | Court for Sierra Leone.  |
| Defence Office:  | The office set up by the Registrar of the Special Court for Sierra Leone pursuant to Rule 45 of the Rules of Procedure and Evidence of the Special Court for Sierra Leone responsible for ensuring the rights of Suspects and Accused.   |
| Defence Team:  | The individuals providing services to a Suspect or Accused in accordance with Provisional Assignment Agreement or Legal Services Contract described in Article 16 of this Directive.   |
| Legal Services Contract:   | The agreement between Contracting Counsel and the Principal Defender for the representation of a Suspect or Accused before the Special Court for Sierra Leone outlined in Article 16 of this Directive.  |
| List of Qualified Counsel:   | The list contemplated by Rule 45(C) of the Rules of Procedure and Evidence of the Special Court for Sierra Leone and kept by the Principal Defender for the purposes of assigning counsel to Suspects or Accused.  |
| President:   | The President of the Special Court for Sierra Leone elected pursuant to Article 12(3) of the Statute of the Special Court for Sierra Leone and exercising the functions set out in Part III, Section 2 of the Rules of Procedure and Evidence of the Special Court for Sierra Leone.   |
| Principal Defender:  | The head of the Defence Office of the Registry described in Rule 45 of the Rules of Procedure and Evidence of the Special Court for Sierra Leone.  |
| Provisional Assignment period:   | The period after the assignment of Counsel to a Suspect or Accused in accordance with this Directive and before agreement to the Legal Services Contract between the Contracting Counsel for the Suspect or Accused and the Principal Defender.  |
| Provisional Assignment Agreement:  | The agreement between Assigned Counsel and the Principal Defender for the representation of a Suspect or Accused during provisional assignment.  |
| Registrar:   | The head of the Registry of the Special Court for Sierra Leone as set out in Article 16 of the Statute of the Special Court for Sierra Leone and exercising the functions set out in Part III, Section 5 of the Rules of Procedure and Evidence of the Special Court for Sierra Leone. |
| Rules:   | The Rules of Procedure and Evidence of the Special Court for Sierra Leone as approved by the Special Court for Sierra Leone at its first Plenary Session on 7 March 2003 and as subsequently amended.  |
| Special Court:   | The Special Court for Sierra Leone established by the Agreement between the United Nations and the Government of Sierra Leone on 16 January 2002 and the Special Court Agreement Ratification Act, 2002.   |
| Statute:   | The Statute of the Special Court for Sierra Leone as amended.  |
| Suspect:   | Any individual held under the authority of Rules 40 or 40 bis of the Rules of Procedure and Evidence of the Special Court for Sierra Leone.  |
| (B) The masculine shall include the feminine and the singular the plural and vice-versa. |  |

## **Article 2: Right to Counsel**

(A) Any person detained on the authority of the Special Court has the right to Counsel, in terms conclusively defined in Article 17 (4) (d) of the Statute.

(B) All references in this Directive to Suspects or Accused shall also be understood to apply to any

persons detained on the authority of the Special Court.

### **Article 3: Right to Counsel if indigent**

If a Suspect or Accused cannot engage Counsel by his own means and he wishes to be represented by Counsel, he shall be assigned a Counsel in accordance with this Directive, if the interest of justice so require.

### **Article 4: Indigence and partial indigence**

(A) A person shall be considered to be indigent if he does not have the means to engage Counsel of his choice to represent him at proceedings before the Special Court.

(B) A person shall be considered to be partially indigent if he does not have sufficient means to engage Counsel of his choice to represent him at proceedings before the Special Court but has means to contribute to the payment of Counsel for such representation.

## **PART II: PROCEDURE FOR THE ASSIGNMENT OF COUNSEL**

### **Article 5: Request for assignment of Counsel**

Subject to the provisions of Article 14 of this Directive, a Suspect or Accused who wishes to be assigned a Counsel shall make a request to the Defence Office by means of the appropriate form established by the Principal Defender in consultation with the Registrar. A request shall be lodged with the Defence Office, or transmitted to it, by the Suspect or Accused himself or by a person authorised by him to do so on his behalf.

### **Article 6: Applicant's financial situation**

(A) A Suspect or Accused who requests the assignment of Counsel, must fulfil the requirement of indigence or partial indigence, defined in Article 4 of this Directive, in order to have Counsel assigned to him.

(B) In order to determine whether the Suspect or Accused is indigent or partially indigent, there shall be taken into account means of all kinds of which he has direct or indirect enjoyment or freely disposes, including any family or social benefits to which he may be entitled, and irrespective of where in the world such assets may be situated. In assessing such means, account shall also be taken of the means of the spouse of a Suspect or Accused, as well as those of persons with whom he habitually resides.

(C) Account shall also be taken of the apparent lifestyle of a Suspect or Accused, and of his enjoyment of any property, movable or immovable, and whether or not he derives income from it.

### **Article 7: Declaration of means**

(A) For the purposes of Article 6 of this Directive, the Principal Defender shall invite a Suspect or Accused requesting the assignment of Counsel to make a declaration of his means on the appropriate form established by the Principal Defender in consultation with the Registrar.

(B) Any information about a Suspect or Accused's financial situation shall be kept confidential by the Principal Defender and members of the Defence Office but the foregoing shall not prevent the Principal Defender or individuals acting under his authority from investigating the declaration of means or gathering information about the Suspect or Accused for the purposes of Article 9 of this Directive.

### **Article 8: Investigation**

For the purpose of establishing whether the Suspect or Accused satisfies the requisite conditions for assignment of Counsel, the Principal Defender may request the gathering of any information, hear the Suspect or Accused, consider any representation, or request the production of any documents, in whatever form, likely to support the request.

### **Article 9: Decision by the Principal Defender**

(A) After examining the declaration of means laid down in Article 7 and relevant information obtained pursuant to Article 8 of this Directive, the Principal Defender shall determine if the Suspect or Accused is indigent, partially indigent or not, and shall decide:

(i) in the case of an indigent Suspect or Accused but without prejudice to Article 23 of this Directive, either provisionally to assign Counsel and, after consultation with the Suspect or Accused, choose for this purpose a name from the List of Qualified Counsel; or

(ii) in the case of a partially indigent Accused or Suspect but without prejudice to Article 23 of this Directive, provisionally to assign Counsel upon the Accused or Suspect paying such amount at such times as the Principal Defender may demand from the Accused or Suspect in trust for the payment of Counsel and, after consultation with the Suspect or Accused, to choose for this purpose a name from the List of Qualified Counsel in which case the decision shall be accompanied by a written explanation giving reasons for the demand; or

(iii) not to grant the request for assignment of Counsel, in which case the decision shall be accompanied by a written explanation giving reasons therefore.

(B) To ensure that the right to Counsel is not affected while the Principal Defender examines the declaration of means laid down in Article 7 and the information obtained pursuant to Article 8 of this Directive, the Principal Defender may assign Counsel provisionally in accordance with Article 16 for a period not exceeding 90 days.

### **Article 10: Assignment of Counsel in the interests of justice**

Without prejudice to Article 23 of this Directive, the Principal Defender may assign Counsel to a Suspect or Accused in the interests of justice in accordance with Rule 45(C) of the Rules regardless of whether a Suspect or Accused has complied with Articles 5 to 9 of this Directive.

### **Article 11: Notification of the decision**

(A) The Principal Defender shall notify the Suspect or Accused of his decision whether or not provisionally to assign Counsel or to demand payment in accordance with Article 9(A)(ii) of this Directive.

(B) The Principal Defender shall also notify Counsel of his decision.

### **Article 12: Remedy against a decision not to assign Counsel**

(A) The Suspect or Accused whose request for assignment of counsel has been denied or who is subject to a demand under Article 9(A)(ii) of this Directive may bring a Preliminary Motion before the appropriate Chamber objecting to the Principal Defender's decision in accordance with Rule 72(B)(iv) of the Rules.

(B) The Suspect or Accused whose request for assignment of Counsel has been denied or who is subject to a demand under Article 9(A)(ii) of this Directive shall be informed of his right to seek review of the decision of the Principal Defender and, should he seek such review, shall be assisted by Duty Counsel in pursuing such review.

### **Article 13: Placement of Counsel on the List of Qualified Counsel**

(A) Any person may be assigned as Counsel if his name appears on the list maintained by the Principal Defender in accordance with Rule 45(C) and the Principal Defender has determined he is and remains available to deal with the case of a particular Accused or Suspect.

(B) To be eligible to be included by the Principal Defender in the List of Qualified Counsel an individual must have the following qualifications:

- (i) speak fluent English;
- (ii) be admitted to the practice of law in any State;
- (iii) have at least 7 years of experience as Counsel;
- (iv) possess reasonable experience in criminal law, international law, international humanitarian law or international human rights law;
- (v) have indicated their willingness and availability to be assigned by the Special Court to an Accused or Suspect; and
- (vi) have no record of professional or other misconduct, which may include criminal convictions.

(C) Before being considered by the Principal Defender for inclusion on the List of Qualified Counsel applicant Counsel shall file:

- (i) A duly completed Application Form for Counsel wishing to be considered by the Registrar for assignment to indigent Suspects or Accused;
- (ii) Proof of current qualification to practice law in any State which shall include copies of a certificate of registration with a bar association, a certificate of admission to the practice of law, a certificate of current practice and good standing and the highest law degree obtained;

(iii) A detailed curriculum vitae showing qualification for the List of Qualified Counsel in accordance with (B) above and setting out, among other things, all degrees awarded and all criminal, human rights and international law experience;

(iv) The names and addresses of two referees, including contact information for the referees;

(v) A photocopy of passport or other valid identification;

(vi) A letter setting out applicant Counsel's schedule for eighteen months from the date of application and an undertaking by the applicant that he will make himself available for trial whenever called upon by the court subject to,

a) a severe illness of a temporary nature;

b) attendance of obligations related to the death of close family member;

(vii) Upon request, a copy of the code(s) of professional conduct from the jurisdiction(s) in which the applicant Counsel is admitted to practice;

(D) The Principal Defender may verify Counsel's qualification for the List of Qualified Counsel by any means including, but not limited to,

(i) seeking original or certified copies of documents submitted;

(ii) consulting referees provided by the applicant Counsel;

(iii) interviewing the applicant Counsel; or

(iv) demanding such other information from the applicant Counsel or other parties as the Principal Defender deems necessary to assess Counsel's qualification for the List of Qualified Counsel.

(E) Where the Principal Defender refuses to place the name of an applicant Counsel on the List of Qualified Counsel, or removes the name of Counsel from the List of Qualified Counsel, the Principal Defender shall notify the applicant Counsel of his decision in writing and briefly set out his reasons for refusing to include the name of the applicant Counsel on the list, or for removing the name of Counsel from the list.

(F) Where the Principal Defender refuses to place the name of the applicant Counsel on the List of Qualified Counsel, or removes the name of Counsel from the List of Qualified Counsel, the concerned Counsel may seek review, by the President, of the Principal Defender's refusal. An application for review shall be in writing and the Principal Defender shall be given the opportunity to respond to it in writing.

#### **Article 14: Scope of the assignment**

(A) The scope of the assignment of Counsel shall be set out in the Provisional Assignment Agreement or in the Legal Services Contract.

(B) Subject to the provisions of Article 3 of this Directive, each indigent or partially indigent Suspect or Accused shall be entitled to have Counsel assigned to him.

(C) No Counsel shall be assigned to more than one Suspect or Accused unless the concerned Suspects or Accused have received independent legal advice and have waived their right to be represented by separate Counsel. Any application by Counsel to be assigned to more than one Suspect or Accused must be made, through the Principal Defender, to the Presiding Judge of the appropriate Chamber.

(D) The Provisional Assignment Agreement or the Legal Services Contract may provide for the appointment, as part of the Defence Team, of other Counsel to assist the Assigned Counsel in appearances before the Special Court.

(E) Under the authority of Assigned Counsel, who has primary responsibility for the Defence, other Counsel may deal with any appearance before the Special Court. The Assigned Counsel shall sign all the documents submitted to the Special Court unless he authorises other Counsel, in writing, to sign on his behalf.

### **Article 15: Applicable Law**

In the performance of their duties Counsel and other members of the Defence Team shall be subject to the relevant provisions of the Statute, of the Agreement, of the Rules, of any other rules, regulations or Codes of Conduct adopted by the Special Court, of the Host Country Agreement, of this Directive and of the codes of practice and ethics governing their profession.

## **PART III: PAYMENT OF COUNSEL**

### **Article 16: Provisional Assignment Agreement and Legal Services Contract**

(A) No Assigned Counsel or any other member of the Defence Team shall be paid for any service to a Suspect or Accused or expense incurred in the course of representing a Suspect or Accused except in accordance with a Provisional Assignment Agreement, referred to in (B) below, a Legal Services Contract and the Contract Specification, referred to in (C) below, or by the written authorisation of the Principal Defender in consultation with the Registrar.

(B) Upon assignment, the Assigned Counsel and the Principal Defender shall agree upon the terms of payment for the period of the Counsel's provisional assignment and the length of that provisional assignment. Provisional assignment shall cease upon agreement of a Legal Services Contract.

(C) The Assigned Counsel and the Principal Defender shall agree upon the terms of the Legal Services Contract as soon as practicable after assignment. If the Assigned Counsel and the Principal Defender cannot agree upon the terms of a Legal Services Contract within 90 days of provisional assignment of Counsel, the provisional assignment may be withdrawn by the Principal Defender and other Counsel shall be assigned to the Suspect or Accused.

(D) The Legal Services Contract shall be in accordance with the Contract Specification and shall

include agreement as to

- (i) the members of the Defence Team;
- (ii) the amounts to be paid to specified members of the Defence Team for their work for the Accused or Suspect;
- (iii) any consultation with experts necessary for the defence of the Suspect or Accused and the amount authorized for the retainer of such expert or experts by the Defence Team;
- (iv) any other categories of expenses, including travel costs or Daily Living/Subsistence Allowances (DLA/DSA), which the Principal Defender will pay the Assigned Counsel or other members of the Defence Team;
- (v) tasks which the Defence Team must complete in order to represent the Suspect or Accused and the dates by which such tasks must be completed;
- (vi) the period during which the Legal Services Contract shall have effect; and
- (vii) when payments under the Legal Services Contract or for travel expenses and DLA/DSA shall be made.

(E) The Legal Services Contract may include agreement as to any other aspect of the representation of an Accused or Suspect by the Assigned Counsel or other members of the Defence Team.

(F) The Principal Defender may require that the membership of the Defence Team include individuals with qualifications the Principal Defender deems necessary for the competent defence of a particular Suspect or Accused.

#### **Article 17: Statement of remuneration**

(A) Subject to the provisions of Article 23 of this Directive and the Contract Specification, payment according to a Provisional Assignment Agreement shall be made in accordance with the Agreement or the Decision on the Provisional Assignment of Counsel and as soon as practicable. Payment under the Legal Services Contract, including travel expenses and DLA/DSA, shall be made in accordance with the terms set out in this Directive, the Legal Services Contract and the Contract Specification.

(B) When required by the Principal Defender, the Contract Specification or the Legal Services Contract, the Assigned Counsel and other members of the Defence Team shall provide as much information as possible, including the nature of the services rendered; and, as appropriate, the relation between these services and the case pending before the Special Court.

#### **Article 18: Provisional payment**

When the engagement of Assigned Counsel outside his place of residence lasts more than one week, the Principal Defender may authorize an advanced payment of the Daily Living/Subsistence Allowance (DLA/DSA), set out in Article 20 of this Directive.



### **Article 19: Sharing of payment**

When, during a Provisional Assignment period, an Assigned Counsel is replaced in the same capacity by another Counsel, the remuneration shall be paid to each of them according to work completed by each to the satisfaction of the Principal Defender.

### **Article 20: Travel Expenses**

(A) Travel expenses shall be included within the expenses set out in the Legal Services Contract, but shall be separately itemised.

(B) Air travel expenses shall be reimbursed for a member of the Defence Team who does not usually reside in city where the particular stage of the procedure is being conducted, on the basis of one economy or equivalent class round trip air ticket by the shortest route or within limits laid down by the Principal Defender in consultation with the Registrar. Such reimbursement will be made on presentation of a statement of travel expenses using the appropriate form established by the Principal Defender, accompanied by the original counterfoil of the ticket, as well as the original of the invoice and any receipt including receipt showing payment by credit card.

(C) Travel expenses shall be reimbursed to a member of the Defence Team residing in the territory of the country but not in the town where he is serving, on the basis of either first class public transportation tickets or fixed rates as established by the United Nations Schedule of Rates of Reimbursement for Travel by Private Motor Vehicle applicable to different groups of Countries and Territories, per kilometre travelled on the outward and return journeys by the shortest route. Such reimbursement will be made on presentation of a statement of travel expenses using the appropriate form established by the Principal Defender in consultation with the Registrar and supporting receipts.

(D) Notwithstanding paragraphs (A), (B) and (C), the Principal Defender shall assess, after consulting the Registrar and depending on the circumstances of the case, whether the Special Court, in the interests of justice and in order to ensure the full exercise of a Suspect or Accused's rights, is required to meet other travel expenses of a member of the Defence Team.

(E) Members of the Defence Team who do not usually reside in city where the particular stage of the procedure is being conducted shall be paid a Daily Living/Subsistence Allowance (DLA/DSA) based on the United Nations Schedule of Daily Subsistence Allowance Rates or the Daily Living Allowance Rate for Sierra Leone in force at the time when work was done. The Daily Living/Subsistence Allowance (DLA/DSA) shall be paid for each day that a member of the Defence Team spends in the city where the particular stage of the procedure is being conducted in accordance with the Legal Services Contract, the Contract Specification or with the prior written approval of the Principal Defender.

(F) Travel expenses, and Daily Living/Subsistence Allowance payable under this Article, shall only be reimbursed when authorisation for travel by member of the Defence Team has been sought by the Assigned Counsel and authorised by the Principal Defender.

### **Article 21: Approval of remunerations and expenses**

All sums payable to members of the Defence Team under the provisions of the Legal Services

Contract, this Directive or the Contract Specification shall be assessed by the Defence Office but paid by the Finance Section of the Registry.

### **Article 22: Settlement of disputes**

Any dispute between the Principal Defender and Assigned Counsel or Contracting Counsel, arising out of the interpretation or application of the Provisional Assignment Agreement or Legal Service Contract, which is not settled by negotiation shall be submitted to arbitration by a single arbitrator agreed to by both parties. Should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, then each party shall proceed to appoint one arbitrator and the two arbitrators thus appointed shall agree on a third. Failing such agreement, either party may request the appointment of the third arbitrator by the President of the Special Court. The decision rendered in the arbitration, including payment for the costs of the arbitration, shall constitute final adjudication of the dispute.

## **PART IV: WITHDRAWAL AND REPLACEMENT OF COUNSEL**

### **Article 23: Withdrawal of assignment when the Suspect or Accused is no longer indigent**

(A) Assignment of Counsel may be withdrawn by the Principal Defender if, after his decision, the Suspect or Accused comes into means which, if available at the time the request in Article 5 of this Directive was made, would have caused the Principal Defender not to grant the request.

(B) Assignment of Counsel may be withdrawn if information obtained according to Article 8 of this Directive establishes that the Suspect or Accused has sufficient means to allow him to pay for the cost of his defence.

(C) Where the Principal Defender receives information that establishes that an Accused or Suspect has become partially indigent he may demand that individual pay such amount as he deems necessary to the Registrar in trust for the payment of Counsel.

(D) The decision to withdraw the assignment, or demand payment in the case of a partially indigent Suspect or Accused, shall be accompanied by a written explanation giving reasons for such decision and the Suspect or Accused and the Assigned Counsel shall be so notified. Such withdrawal or demand shall take effect from the date of receipt of the notification.

(E) After the notification of the withdrawal of the assignment of Counsel, all the costs and expenses incurred by the representation of the Suspect or Accused shall cease to be met by the Special Court.

(F) Where a Suspect or Accused who has become partially indigent fails to comply with the demand made pursuant to (C) above the assignment of Counsel may be withdrawn until such time as the Suspect or Accused complies with the demand.

(G) The provisions of Article 12 of this Directive shall apply to decisions made under this Article, as to withdrawing the assignment of Counsel or, in the case of a partially indigent Suspect or Accused, demanding payment to the Registrar.

### **Article 24: Withdrawal of assignment in other situations**

(A) The Principal Defender may:

(i) in exceptional circumstances, at the request of the Suspect or Accused, or his Assigned Counsel, withdraw the assignment of Counsel;

(ii) in exceptional circumstances, at the request of the Assigned Counsel withdraw the nomination of other Counsel in the Defence Team;

(B) The Principal Defender shall withdraw the assignment of Counsel or nomination of other Counsel in the Defence Team:

(i) in the case of a serious violation of the Code of Conduct;

(ii) upon the decision by a Chamber to refuse audience to Counsel for misconduct under Rule 46 of the Rules;

(iii) where the name of the Assigned Counsel has been removed from the list kept by the Principal Defender under Rule 45(C) and Article 13 of this Directive.

(C) The Accused, the Counsel concerned and his respective professional or governing body shall be notified of the withdrawal.

(D) The Principal Defender shall immediately assign a new Counsel to the Suspect or Accused, and where appropriate, authorise the nomination of other Counsel in the Defence Team. The Legal Service Contract resulting from the assignment of a new Counsel shall be limited to funds remaining in the allocation made by the Principal Defender for the defence of the Suspect or Accused.

(E) Where a request for withdrawal, made pursuant to paragraph (A), has been denied, the person making the request may seek review of the decision of the Principal Defender by the presiding Judge of the appropriate Chamber.

(F) Where the assignment of Counsel or nomination of other Counsel in the Defence Team is withdrawn by the Principal Defender, pursuant to paragraph (B) (i) and (iii), Counsel affected by withdrawal may seek review of the decision of the Principal Defender by the presiding Judge of the appropriate Chamber.

### **Article 25: Replacement**

(A) Where the assignment of Counsel is withdrawn by the Principal Defender or where the services of Assigned Counsel are discontinued, Duty Counsel of the Defence Office, including the Principal Defender, shall give the Suspect or Accused legal assistance until a new Counsel is assigned unless the Suspect or Accused waives the right to such assistance in which case he shall represent himself until a new Counsel is assigned.

(B) Where the assignment of Counsel is withdrawn by the Principal Defender, or where the services of Assigned Counsel are discontinued, said Counsel must deliver within 15 days of withdrawal all the original documents in the file to the Counsel who succeeds him or to the Defence Office who will then forward the materials to new Assigned Counsel or, where the Suspect or Accused has chosen to

represent himself, to the Suspect or Accused.

(C) In the case of the withdrawal of the nomination of other Counsel in the Defence Team, such delivery of documents shall be made to the Assigned Counsel within 7 days.

(D) Failure by Counsel to comply with the requirement of this article may result in withholding of payment, notification to the professional body regulating the conduct of Counsel in the State in which he is qualified to practice law or such other action as the Principal Defender may deem appropriate.

(E) If Assigned Counsel is temporarily not available for any appearance on behalf of his client before the Special Court, other Counsel in the Defence Team shall assume responsibility for the appearance and carriage of the client's case for such time as Assigned Counsel is unavailable. In exceptional circumstances, if other Counsel in the Defence Team is also unavailable for the appearance, Duty Counsel may appear to advise the Suspect or Accused upon receiving instructions from the Assigned Counsel.

## **PART V: FACILITIES**

### **Article 26: Provision of Facilities**

(A) Assigned Counsel and members of the Defence Team who do not have professional facilities close to the seat of the Special Court shall be provided with reasonable facilities and equipment such as access to photocopiers, computer equipment, various types of office equipment, and telephone lines.

(B) At the seat of the Special Court, Assigned Counsel and members of the Defence Team may use the libraries and the documentation centre available at the Special Court.

(C) Assigned Counsel shall be entitled to request the assistance of the Defence Office for the any motion or other matter, and the Defence Office, if it can provide such assistance, must ensure that it does so without creating any conflict of interest. between the Suspect or Accused and Defence Office personnel.

(D) Assigned Counsel shall make all reasonable efforts to use the personnel and facilities of the Defence Office in the preparation of a Suspect or Accused's case.

(E) The Principal Defender may refuse to approve a claim for remuneration or portion thereof where Assigned Counsel fails to make such reasonable efforts to use the personnel and facilities of the Defence Office in the preparation referred to in (C).

### **Article 27: Amendment of the Directive**

(A) This Directive may be amended by the Registrar in consultation with the President of the Special Court. The Registrar may consult any other body or individual in the course of considering amendments to this Directive.

(B) An amendment shall enter into force upon adoption, but without prejudice to the rights of the Accused in any pending case.

## **Article 28: Entry into Force**

This Directive shall enter into force on 3 October 2003.