**GUIDELINES ON INTERIM MEASURES**

1. **Article 5 (1)** **of the Optional Protocol** provides:

“At any time after the receipt of a communication and before a determination on the merits has been reached, the Committee may transmit to the State Party concerned for its urgent consideration a request that the State Party take such interim measures as may be necessary in exceptional circumstances to avoid possible irreparable damage to the victim or victims of the alleged violations”.

1. **Under what circumstances may the Committee request interim measures?** In line with the practice of other international human rights bodies, the Committee understands “irreparable damage” to refer to the threat or risk of a violation of a Covenant right that could not lead to a reparation in kind (full restitution), and for which monetary compensation at a later stage would not be adequate. The author requesting interim measures must demonstrate the reality of a risk of the damage occurring, and why, should the risk materialize, the damage would be irreparable.
2. **Interim measures and prima facie admissibility of communications of which they form part:**  The Committee will not request a State Party to take interim measures unless the individual communication appears *prima facie* to be admissible and the violation alleged is at least arguable. Interim measures are not a stand-alone mechanism, and must therefore form part of a communication that on its face establishes a violation of Covenant rights and meets the admissibility requirements in article 3 of the Optional Protocol.
3. **When should interim measures be requested?** Authors should not wait until the last minute before the irreparable damage materialises to ask the Committee to request interim measures to the State Party. Interim measures may be sought when there are no effective and available domestic remedies capable of averting the irreparable damage such as, for example, the lodging of an appeal that would suspend a domestic judgment which, if implemented, would cause irreparable damage to the author’s Covenant rights. It is therefore the duty of the authors to submit their request for interim measures as soon as it appears that effective domestic remedies capable of averting the irreparable damage are not available. The submission of requests for interim measures without unnecessary delay is important both in order to allow the Committee to properly examine the request and to allow the State Party to respond to any interim measures requested. Unless there are reasons that justify a late submission, in principle requests for interim measures should be made at least four working days before the damage is expected to materialize. The Committee cannot guarantee a response to an interim measures request submitted outside the four working days period.
4. **What is the burden of proof for requests for interim measures?** While the likelihood of irreparable damage must be real, the likelihood of the damage actually occurring need not be proven beyond reasonable doubt. Such a requirement would be incompatible with the objective of interim measures, which is to prevent irreparable damage, even in the absence of complete certainty that the damage will otherwise occur. Thus the information provided by the author must enable the Committee to determine *prima facie* that there is a risk of irreparable damage and that the communication is admissible.
5. **What documentation and other evidence must be provided in support of requests for interim measures?** The author bears the responsibility of providing the Committee with enough information on the relevant facts and alleged violations to establish a *prima facie* case of the existence of a risk of irreparable damage, including information about the absence of an effective domestic remedy capable of averting the irreparable damage. Such information must include, where available, documentary evidence such as copies of the relevant decisions of national authorities or relevant reports on the situation in the country that help to substantiate the claim that there is a real risk of irreparable damage. Authors have a duty to disclose in good faith all material facts and information relevant to the request for interim measures as in the case of the submission of communications under the Optional Protocol. Failure to disclose material information may result in the withdrawal of the request for interim measures.
6. **What are requests for time-bound interim measures?** In cases where the information provided by the author is insufficient, but the Committee has solid reasons to think that the risk of irreparable damage cannot be ruled out, the Committee may request interim measures for a limited time in order to allow the author a short, but reasonable period in which to provide the necessary substantiating information. In such cases, if the author does not provide the information within the relevant time period, the request for interim measures is withdrawn automatically.
7. **What are the duties of States parties in relation to interim measures?** States Parties are expected to comply with requests for interim measures under Article 5(1) of the Optional Protocol. A State party that does not implement the interim measures requested by the Committee is failing to fulfil its obligation to respect in good faith the procedure for individual communications established in the Optional Protocol. A failure to respect interim measures makes it unlikely that any future Views of the Committee would be capable of reversing the damage suffered by the victims. A failure to co-operate with requests for interim measures thus undermines the duty of the Committee under the Optional Protocol to provide effective protection against violations of rights of the Covenant.
8. **When may the Committee lift the request for interim measures?** Under rule 7 (3) of the Provisional Rules of Procedure under the Optional Protocol, the State party may “present arguments on why the request for interim measures should be lifted or is no longer justified”. Rule 7 (4) states that the Committee may decide to “withdraw a request for interim measures on the basis of submissions received from the State party and the author/s of the communication”. The Committee may lift the request for interim measures if it considers, on the basis of new information provided by the State Party, that the interim measures were unjustified, or that they are no longer necessary.
9. **What is the relationship between interim measures and subsequent consideration of the admissibility and merits of a Communication?** Under article 5 (2) of the Optional Protocol, a request for interim measures “does not imply a determination on admissibility or on the merits of the communication”. The Committee may therefore find that the initial communication is sufficiently substantiated to be registered and that the situation brought to its attention warrants a request for interim measures in order to avoid irreparable damage. Similarly, the information provided by the parties on the admissibility and merits of the communication may even lead the Committee to conclude that a communication, which initially appeared admissible *prima facie*, is inadmissible for non-compliance with the admissibility requirements of article 3 of the Optional Protocol. The request for interim measures is therefore without prejudice to subsequent decisions of the Committee regarding the admissibility of the communication or its eventual findings of violations of rights under the Covenant when considering the merits of the communication.