

MEMORANDUM OF UNDERSTANDING  
FOR  
CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR, RADIOLOGICAL AND EXPLOSIVES  
INVESTIGATIVE SUPPORT  
BETWEEN  
THE FEDERAL BUREAU OF INVESTIGATION  
AND  
THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION

1. IDENTIFICATION OF PARTIES

The Parties to this Memorandum of Understanding (MOU) are as follows:

- a. Federal Bureau of Investigation (FBI), Weapons of Mass Destruction (WMD) Directorate
- b. International Criminal Police Organization (INTERPOL)

2. PURPOSE

This MOU establishes the framework for a cooperative Chemical, Biological, Radiological, Nuclear and Explosives (CBRNe) program to advance the investigative and overall operational capabilities of the FBI and INTERPOL in a mutually beneficial manner to, among other purposes, accomplish the mission of the FBI WMD Directorate. This program, known as the INTERPOL CBRNe Terrorism Prevention Program (INTERPOL CBRNe), was formed in 2011.

3. AUTHORITIES

This MOU is entered into pursuant to the following laws, directives and executive orders: Investigative and Other Officials; Appointment (28 U.S.C. § 533), Federal Bureau of Investigation; General Functions (28 C.F.R. § 0.85), U.S. Strategy and Policy in the War on Terror (NSPD-46/HSPD-15) and Executive Order 12333, as amended.

#### 4. BACKGROUND

International terrorism, specifically CBRNe terrorism, has become an increasing threat to the United States. The events of September 11, 2001 and October 28, 2001 changed the way law enforcement responds to and investigates acts of terrorism. These events have shown the need for law enforcement agencies to use intelligence to prevent acts of CBRNe terrorism from occurring. The FBI has decided to partner with international law enforcement agencies to collect and share intelligence about CBRNe networks and to share methods of prevention. The goal of this information exchange is to prevent a CBRNe terrorist attack.

INTERPOL is the world's largest international police organization with 188 member nations. INTERPOL's mission is to facilitate police cooperation even where diplomatic relations do not exist between particular countries. As the premier international law enforcement coordination agency, INTERPOL is the best platform for assisting the FBI and other capable national CBRNe counterterrorism programs in sharing information, intelligence on the prevention of CBRNe terrorism, prevention methodologies, expertise, assistance in response, and other operations with the INTERPOL member countries. This cooperation will enhance the security of those member countries, specifically the United States, thus furthering the FBI's number one investigative priority.

#### 5. SCOPE OF WORK

INTERPOL CBRNe and FBI WMD Directorate partnership will focus on the following areas: intelligence analysis, CBRNe attack prevention initiatives, incident response, investigations and operations.

- INTERPOL shall conduct CBRNe threat prevention and investigative workshops.
- INTERPOL shall develop and disseminate CBRNe intelligence, prevention, response and investigation handbooks.
- INTERPOL shall assemble data and information on the theft of CBRN materials and explosives precursors.
- INTERPOL shall analyze the results of the above mentioned data and provide analytical product to INTERPOL member country police services such as the FBI, and other parties determined to be supportive of the INTERPOL CBRNe mission.
- INTERPOL shall maintain and update the Project Geiger Database, which captures unclassified information about worldwide radiological incidents.
- INTERPOL shall disseminate monthly reports summarizing the information input into the Project Geiger database.
- INTERPOL shall conceive of and execute similar intelligence programs in all the CBRNe areas.
- INTERPOL shall expand and strengthen liaison contacts with member countries on CBRNe investigations.

- INTERPOL shall participate and/or host international law enforcement meetings and workshops on illicit trafficking and smuggling of CBRNe materials and technology consistent with United Nations Security Council Resolution 1540 (April 28, 2004).
- INTERPOL shall assist nations with CBRNe operations and investigations in accordance with INTERPOL's internal guidelines.
- INTERPOL shall conduct all CBRNe activities through the INTERPOL CBRNe program to ensure quality control, avoid costly repetition and present the most professional face to those supporting or using INTERPOL's CBRNe services.

## 6. PROGRAM MANAGEMENT

This MOU envisions and encourages direct communication between the FBI and INTERPOL. This communication will be facilitated by FBI WMD Directorate (WMDD) personnel seconded to INTERPOL Headquarters in Lyon, France, to include the senior FBI person seconded to INTERPOL CBRNe as the Program Manager, who will be referred to as the INTERPOL CBRNe PM in the rest of the document. The INTERPOL CBRNe PM shall be the supervisor in charge of INTERPOL CBRNe program with direct oversight of Project Geiger and any FBI funds that are allocated to INTERPOL CBRNe. The INTERPOL CBRNe PM shall be the "budget holder" in INTERPOL terminology of any INTERPOL account that holds funds granted to INTERPOL from the WMDD. The INTERPOL CBRNe PM shall have the ability to hire and terminate INTERPOL personnel whose positions are paid for with FBI funding. Any personnel actions will be taken in accordance with relevant INTERPOL and FBI policies. Any INTERPOL personnel hired with FBI funding will directly report to the INTERPOL CBRNe PM, or, upon agreement of INTERPOL and the INTERPOL CBRNe PM, through intermediate layers of supervision who in turn will report to the INTERPOL CBRNe PM. WMDD will be responsible for paying the salary, benefits, and travel costs in support of INTERPOL's CBRNe Units for FBI personnel seconded to INTERPOL. INTERPOL will provide the necessary office space, furniture, technologies, and supplies for FBI personnel seconded to INTERPOL.

The INTERPOL CBRNe PM, in conjunction with the FBI Contracting Officer, will be responsible for ensuring that work performed under the specific tasking generated in accordance with this MOU is acceptable to the FBI and INTERPOL. Specific tasks describing the activities, performance milestones, required resources, deliverables and estimated funding required will be prepared by the CBRNe PM for consideration and approval by appropriate FBI personnel, including the FBI Contracting Officer. When taskings are approved in writing by the FBI and INTERPOL, WMDD will ensure that adequate funding is provided to the Contracting Officer for transfer to the appropriate INTERPOL account.

Nothing contained herein should be construed as abrogating any existing agreements or relationships between the FBI and INTERPOL. Collaboration under this MOU will be in accordance with applicable statutes and regulations governing the respective parties. The implementation of this MOU does not affect the rights and obligations of the United

States or any INTERPOL member nation as prescribed in either the participation in other international treaties and agreements, or in the laws, legal regulations and customs of the individual nations. This MOU is not intended to be an international agreement; consequently, it is not governed by international law.

## 7. PROGRAM FUNDING

This document is not a binding contract, but is a Memorandum of Understanding which broadly states the basic understandings between the FBI and INTERPOL about the types of tasks envisioned for this effort. As noted previously, INTERPOL and the FBI will agree, in writing, to specific taskings and the amount of funding anticipated to perform them. These taskings will require the written approval of the FBI Contracting Officer. Upon such written agreement, the FBI Contracting Officer will facilitate the transfer of the required funding to the designated INTERPOL account to accomplish the agreed upon taskings.

## 8. PROGRAM REVIEW

Project status reviews will be conducted monthly by FBI personnel seconded to INTERPOL and provided to the FBI WMD Directorate. These reports are not limited to, but will include, any WMD program milestones, highlights, issues, burn curves, budgets, and accounting for all FBI funding provided to INTERPOL. A report will also be prepared detailing the costs associated with INTERPOL personnel hired with FBI funding.

A yearly program review will be conducted by the FBI and INTERPOL to evaluate the progress of the program. This joint review will assess the programmatic and budgetary direction of the program. Based upon the joint assessment of the program, the parties may incorporate and/or delete requirements for the current and/or future years. Any such modifications and/or deletions must be approved in writing by authorized representatives of the FBI, including the FBI's Contracting Officer, as well as authorized INTERPOL representatives. The FBI Contracting Officer will ensure that adequate funding is secured to fund any modifications to taskings which require additional funding and facilitate the transfer of that additional funding to the appropriate INTERPOL account.

## 9. TERMINATION

This MOU may be terminated at any time by the mutual written agreement of authorized representatives of the FBI and INTERPOL or by authorized representatives of either party upon 90 days written notice to the other party. The disposition of any tasks in progress at the time of such written notice of termination will be determined by mutual agreement of the FBI and INTERPOL. No new tasks shall be

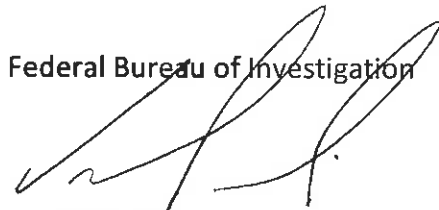
approved/undertaken under this MOU after the receipt of a written unilateral termination notice by an authorized representative of the other party.

Disputes arising between the two parties shall be resolved by the respective parties and not be referred to a national court, an international tribunal, or any other person/entity for resolution.

#### 10. EFFECTIVE

This MOU shall be effective upon the latter date of the signatures of the authorized representatives of the parties designated below and subject to each party having the necessary funding in future fiscal years. This agreement shall remain in effect until terminated by mutual agreement via the procedures outlined in Section 9 of this document.

Federal Bureau of Investigation



Vahid Majidi  
Assistant Director

Date: 12/19/2011

International Criminal Police Organization



Ronald K. Noble  
Secretary General

Date: 1/12/2011