

**MEMORANDUM ON MUTUAL UNDERSTANDING IN TERMS OF
CO-OPERATION AND INTERACTION IN THE FIELD OF
COUNTERTERRORISM INFORMATION SHARING**

BETWEEN

THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION-INTERPOL

AND

**THE ANTI-TERRORISM CENTER OF THE
COMMONWEALTH OF INDEPENDENT STATES (ATC-CIS)**

The International Criminal Police Organization-INTERPOL (hereinafter referred to as “INTERPOL”)

And

The Anti-Terrorism Centre of the Commonwealth of Independent States (hereinafter referred to as the “ATC-CIS”)

Wishing to co-ordinate their efforts within the framework of the missions assigned to them;

Recalling the principles enshrined in INTERPOL’s Constitution and the Statute of the ATC-CIS;

Recognizing that INTERPOL is an intergovernmental organization whose objectives are to ensure and promote the widest possible mutual assistance between all criminal police authorities within the limits of the laws existing in the different countries and in the spirit of the Universal Declaration of Human Rights, and to establish and develop all institutions likely to contribute effectively to the prevention and suppression of ordinary law crimes;

Recognizing that INTERPOL is strictly forbidden from undertaking any intervention or activities of a political, military, religious or racial character;

Recognizing that the ATC-CIS is a specialized branch body of the Commonwealth of Independent States and is intended for maintenance of coordination and interaction of competent bodies of the state-participants of the Commonwealth of Independent States in the field of struggle against the international terrorism and other displays of extremism;

Recognizing the importance of efficient coordinated activities and of information sharing in the field of counterterrorism and other violent forms of extremism;

Recognizing the desirability of INTERPOL and the ATC-CIS co-operating within their respective mandates in the field of counterterrorism and other violent forms of extremism;

Article 1

1. The parties shall co-operate and interact in the field of counterterrorism in accordance with the present Memorandum.
2. Co-operation and interaction shall be implemented in compliance with the commonly recognized principles and norms of international law.

3. The Parties acknowledge that the present Memorandum of Understanding shall not provide a framework for any intervention or activities of a political, military, religious or racial character.

Article 2

The co-operation and interaction between the Parties shall include the exchange of information and other materials pertaining to the following subject matters:

- international organizations of terrorist and extremist nature, their leadership, and associates;
- current situation, developments, and trends related to the spread of terrorism and extremism in the CIS member states and elsewhere;
- entities and individuals providing support to terrorist and extremist elements;
- individuals wanted based on the charges of terrorist and extremist crimes' commission;
- legal entities and natural persons suspect of financing terrorist and extremist organizations;
- individuals and organizations suspect of involvement in perpetrating the acts of terrorism with the use of suicide operatives;
- legal entities and natural persons suspect of involvement in the terrorist use of weapons of mass destruction, related components and materials as well as WMD delivery systems;
- organizations and individuals involved in preparation for and perpetration of intrusions into the restricted-access automated systems and computer databases operated by the security / intelligence agencies of the CIS member states;
- the terrorist and extremist organizations, whose activity is legally proscribed within the CIS member states' national jurisdictions;
- international regulatory legal acts setting the legal framework in the field of combating terrorism and extremism;
- typology and specific operational characteristics of explosive devices, the explosive materials and technical components used, as well as other related data.

Article 3

1. INTERPOL and ATC-CIS agree to combine their efforts within their respective mandate and regulations to achieve the best use of all available information for the purposes of the prevention or suppression of transnational ordinary law crime.
2. Subject to such arrangements as may be necessary for the safeguarding of the security, confidentiality and processing conditions of information exchanged between INTERPOL and ATC-CIS in the context of this Memorandum of Understanding, INTERPOL and ATC-CIS agree to the complete and prompt exchange of information and documents concerning matters of common interest, within the framework of activities and objectives of each Party.
3. Information exchanged between INTERPOL and ATC-CIS shall be used exclusively for the purposes of the present Memorandum of Understanding, with due respect for national laws and international law.
4. The provision of information by INTERPOL to ATC-CIS shall be subject to INTERPOL's rules and regulations. The provision of information by ATC-CIS to INTERPOL shall be subject to ATC-CIS' rules and regulations.
5. When providing information, each Party shall use their best effort to ensure that it is accurate, relevant and up to date. Prior to the use of any information provided by one Party, the other Party must check with the providing Party that the information is still accurate and relevant.
6. INTERPOL shall facilitate access by ATC-CIS to INTERPOL's telecommunications network and databases which are relevant to the activities of the ATC-CIS in accordance with the provisions of the present Memorandum of Understanding and its Appendix.

Article 4

When necessary, the Parties shall conduct consultations for the purposes of coordination and better efficiency of co-operation and interaction provided for in the present Memorandum. The Parties may also propose other co-operative fields and modalities based on the experience gained in the course of implementation of the provisions set forth in the present Memorandum.

Article 5

With a view to a better efficiency of co-operation and interaction under the present Memorandum the Parties may, on a reciprocal basis, appoint their respective officials authorized to perform liaison duties.

Article 6

By mutual consent of the Parties, amendments and additions may be introduced into the present Memorandum.

Article 7

The present Memorandum shall not affect the rights and obligations ensuing from other treaties and agreements of the Parties.

Article 8

1. The present Memorandum of Understanding shall enter into force sixty (60) days after its signature by the Secretary General of INTERPOL and the Head of the ATC-CIS, subject to the approval of the INTERPOL General Assembly.
2. The present Memorandum of Understanding shall remain valid for a 5-year period and shall be extended for subsequent 5-year periods unless one of the Parties notifies the other Party of the intention to terminate its effect at least six months prior to the date of expiry of each current five-year period.
3. Access by the ATC-CIS to INTERPOL's telecommunications network and databases shall terminate once this Memorandum of Understanding ceases to be in force or under the conditions set forth in the Appendix, whichever occurs sooner.

In witness whereof, the secretary General of the International Criminal Police Organization-INTERPOL and the Head of the ATC-CIS have signed the present Memorandum of Understanding in two original copies, in English on the dates appearing under their respective signatures.

Secretary General of the International
Criminal Police Organization-INTERPOL:

Head of the Anti-Terrorism Center
of the CIS Member States:

Mr Ronald K. Noble

Mr Andrey Novikov

Done in _____

Done in _____

On _____

On _____

**AGREEMENT CONCERNING ACCESS BY THE ATC-CIS TO INTERPOL'S
TELECOMMUNICATIONS NETWORK AND DATABASES**

1. Purpose of the Agreement

The purpose of this Agreement is to specify the terms and conditions under which the ATC-CIS and its designated point of contact shall have access to and use of the INTERPOL telecommunications network and databases. References to the ATC-CIS in this Agreement shall be deemed to include the ATC-CIS's designated point of contact.

2. Conditions of Use

Subject to the conditions provided below, the ATC-CIS will have access to INTERPOL's telecommunications network and databases pursuant to the rules and regulations listed in paragraph 2.8 and the texts to which they refer.

Direct access to INTERPOL's telecommunication network and databases which are relevant to the activities of the ATC-CIS will be granted provided that:

2.1 ATC-CIS allows only expressly authorized persons to benefit from the possibilities of direct access;

2.2 INTERPOL approves in advance the hardware, software and services used by the ATC-CIS to access INTERPOL's telecommunications network and databases;

2.3 The ATC-CIS uses INTERPOL's telecommunications network and databases and the information obtained from it:

2.3.1 Solely for the purposes of crime prevention and law enforcement with regard to international ordinary law crime, as covered by Article 2 of INTERPOL's Constitution;

2.3.2 Within the limits of Article 3 of INTERPOL's Constitution, namely that no use of INTERPOL's telecommunications network and databases and the information obtained from it will be made for any intervention or activities of a political, military, religious or racial character;

2.3.3 In conformity with the limits of INTERPOL's requirements in terms of confidentiality and security measures as set forth in the rules and regulations listed in paragraph 2.8, below; and

2.3.4 Within the limits of the ATC-CIS's aims;

2.4 The ATC-CIS installs equipment that guarantees secure management and access for information received through INTERPOL's telecommunications network and databases;

2.5 The ATC-CIS bears all the costs involved in accessing and using INTERPOL's telecommunications network and databases, particularly the costs of acquiring and maintaining the required equipment and the costs of being connected to INTERPOL's system;

2.6 The ATC-CIS complies with data-protection principles, especially in connection with the accuracy, updating and deletion of information received through INTERPOL's telecommunications network and databases;

2.7 The ATC-CIS complies with the restrictions imposed on forwarding information, under the conditions laid down in Article 3 below;

2.8 The ATC-CIS accepts and agrees to comply with the following sets of rules, regulations and principles adopted by INTERPOL, copies of which are attached, it being understood that these rules and regulations will apply mutatis mutandis to the ATC-CIS and may be modified by INTERPOL at any time, and it being further understood that INTERPOL undertakes to provide the ATC-CIS with new and/or updated rules or regulations as they become available:

2.8.1 Rules on the Processing of Information for the purposes of International Police Co-operation;

2.8.2 Implementing Rules for the Rules on the Processing of Information for the Purposes of International Police Co-operation;

2.8.3 Rules Governing Access by an Intergovernmental Organization to the INTERPOL Telecommunications Network and Databases;

2.8.4 Rules on the Control of Information and Access to INTERPOL's Files;

2.8.5 I-24/7 Security Charter;

2.9 The ATC-CIS provides INTERPOL with any statistics that INTERPOL may request concerning the use of INTERPOL's telecommunications network and databases.

3. Forwarding information

The ATC-CIS may only forward information obtained through INTERPOL's channels to addressees authorized in advance and in writing by the source of information via INTERPOL's General Secretariat, and provided that the ATC-CIS complies with all the following conditions:

Appendix

3.1 The ATC-CIS accepts and agrees to comply with any restrictions on forwarding information that may be imposed by INTERPOL, including in particular those specified in the rules and regulations in Article 2.8, above, it being understood that these restrictions may be cancelled or modified at any time;

3.2 The ATC-CIS will forward information under the same conditions as the original transmission;

3.3 The ATC-CIS will systematically specify to the addressee the source of the information being forwarded;

3.4 If called upon to reply directly to a legal entity or private individual requesting access to an item of information received from INTERPOL, the ATC-CIS will provide INTERPOL with a copy of its reply;

3.5 Prior to forwarding the information, the ATC-CIS ensures that the information forwarded would not be used for any intervention or activities of a political, military, religious or racial character.

4. Rights and obligations of the Parties

4.1 INTERPOL may take any steps it deems necessary to:

4.1.1 Ensure that the ATC-CIS complies fully with all the requirements and conditions concerning access by the ATC-CIS to INTERPOL's telecommunications network and databases as prescribed by the Memorandum of Understanding and this Appendix;

4.1.2 Ensure that the ATC-CIS acquires and installs the equipment enabling it to fulfil its commitments to INTERPOL, in conformity with Article 2.3 above;

4.1.3 Ensure that the ATC-CIS does not have access to information that it is not authorized to consult;

4.1.4 Inform any entity that supplies information entered in an INTERPOL database, which is likely to be consulted directly by the ATC-CIS, that the ATC-CIS has been authorized to consult INTERPOL databases;

4.1.5 Ensure that, if the ATC-CIS's right to access INTERPOL's telecommunications network and databases has been waived or withdrawn, the ATC-CIS does indeed no longer have access to them.

4.2 The ATC-CIS is obliged to co-operate fully with INTERPOL in its exercise of the foregoing rights.

5. Duration of the Agreement

5.1 INTERPOL may, at any time, cancel the ATC-CIS's authorization to access INTERPOL's telecommunications network and databases:

5.1.1 Without notice if the ATC-CIS fails to fulfil an obligation towards INTERPOL,

or

5.1.2 With three months notice in other cases.

5.2 The ATC-CIS may, at any time, waive its right to access INTERPOL's telecommunications network and databases.

5.3 The ATC-CIS may not transfer any information it has received pursuant to this Agreement to a successor organization without the advance, written consent of INTERPOL, the granting of which is not to be presumed.

5.4 In the event that the Parties fail to agree on the terms for transferring information to a successor organization, either Party may require that information it has provided be deleted.

5.5 The ATC-CIS's obligations concerning data protection will continue to be binding on it and its successor organizations even if its access to INTERPOL's telecommunications network and databases is waived or withdrawn.
