



UNODC

United Nations Office on Drugs and Crime

ARRANGEMENT ON COOPERATION

BETWEEN

THE INTERNATIONAL CRIMINAL POLICE
ORGANIZATION – INTERPOL

AND

THE UNITED NATIONS

IN RELATION TO JOINT ACTIVITIES WITH THE UNITED
NATIONS OFFICE ON DRUGS AND CRIME
SUPPLEMENTARY TO THE COOPERATION
AGREEMENT BETWEEN INTERPOL AND THE UNITED
NATIONS

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Whereas on 8 July 1997, the International Criminal Police Organization – INTERPOL (hereinafter ‘INTERPOL’) and the United Nations concluded a Cooperation Agreement (the ‘Cooperation Agreement’);

Whereas under Article 9 of the Cooperation Agreement, INTERPOL and the United Nations may, if necessary, enter into supplementary arrangements for the implementation of the Agreement;

Whereas under Article 4(1) of the Cooperation Agreement, either Organization may request the cooperation of the other whenever the latter Organization is in a position to help develop the former’s activities;

Whereas the United Nations, represented by the Office on Drugs and Crime (hereinafter ‘UNODC’) and INTERPOL, collectively referred to as the ‘Parties’, and individually as a ‘Party’, wish to enhance this cooperation and further fulfil the aims of the Cooperation Agreement;

Now, therefore, the Parties agree as follows:

Section 1

Purpose

- 1.1 The purpose of the present Arrangement is to supplement the framework for cooperation between the Parties in the field of crime prevention and criminal justice through the implementation of joint activities as set forth in the Joint Action Plan for UNODC-INTERPOL Global Partnership (hereinafter ‘Joint Action Plan’) signed on 19 October 2015 together with its Annex (Matrix of UNODC-Interpol Joint Activities in Priority Areas), attached to this Arrangement as Annex 1.
- 1.2 The cooperation between the Parties shall notably pursue the following objectives:
 - a) Promote a coherent multilateral framework which develops and supports national criminal justice institutions, and assist them in their efforts to cooperate transnationally;
 - b) Enhance information sharing and management on a range of transnational threats, in the framework of relevant data protection mechanisms;
 - c) Coordinate advocacy and engagement in targeted international fora;
 - d) Collaborate on funding opportunities and carry out joint initiatives emphasizing the complementarity of the Parties in project implementation in the criminal justice field;
 - e) Planning reciprocal representation at high-level strategic and statutory events held by the Parties.



Section 2

Exchange of Information

- 2.1 The Parties agree to combine their efforts within their respective mandates and capacities to achieve the best use of all available non-personal information in the field of their activities, which are the subject of this Arrangement.
- 2.2 Subject to such arrangements as may be necessary for the safeguarding of confidential information, the Parties agree to the exchange of information necessary and documents for the implementation of joint activities.
- 2.3 Information exchanged between the Parties shall be used exclusively for the purposes of the present Supplementary Arrangement.
- 2.4 The provision of information by INTERPOL to UNODC shall be subject to INTERPOL's rules and regulations and in particular the Rules on the Processing of Data. The provision of information by UNODC to INTERPOL shall be subject to United Nations regulations, rules and procedures, and its privileges and immunities.
- 2.5 When providing information, each Party shall ensure that such information is accurate, relevant and kept up to date and that its purpose is clearly stated. Prior to using any information provided by a Party, the other Party shall check with the providing Party that the information remains accurate and relevant.

Section 3

Conditions of access to INTERPOL information system

- 3.1 Indirect access to non-personal information of the INTERPOL Information System may be granted to UNODC in the context of developing and refining joint analytical products.
- 3.2 The INTERPOL General Secretariat shall assess requests for obtaining data of a non-personal nature in light of the framework of the present Arrangement, and shall strive to fulfil such requests in a timely manner. If a request cannot be fulfilled or in case of rejection of the requests, the INTERPOL General Secretariat shall notify UNODC of the non-fulfilment of the request.

Section 4

Consultation, Coordination, Liaison officers

- 4.1 The Parties shall designate a person/persons to act as a focal point/ focal points for the implementation of this Supplementary Arrangement.
- 4.2 Arrangements shall be made for reciprocal representation of INTERPOL and UNODC to meetings convened under their respective auspices and which consider matters in which the other Party has an interest or technical competence, in accordance with the procedures applicable to each meeting or conference.
- 4.3 The Parties agree to closely coordinate action for the purposes, in particular, of:
 - a) Ensuring the promotion, dissemination and use of INTERPOL policing capabilities in the context of UNODC technical assistance initiatives and institutional settings aimed at facilitating the implementation of the United Nations Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances, the United Nations Convention against Transnational Organised Crime and the United Nations Convention against Corruption;
 - b) Identifying joint project-funding opportunities and elaborating joint project proposals with a view to maximising impact and avoid duplications.
- 4.4 The Parties agree that the co-operation as laid down in this Arrangement may be enhanced through either or both Parties stationing (one or more) liaison officer(s) with the other. The liaison officers' status, tasks, rights and obligations as well as issues relating to the protection of data confidentiality will be laid down in a specific arrangement to be agreed between the Parties.

Section 5

Capacity Building and Training

- 5.1 The Parties agree to co-operate in the organization of courses, seminars, conferences, common curricula, training and capacity building activities as well as study tours.
- 5.2 The Parties shall, as far as possible and subject to such arrangements as may be deemed necessary, enable each other's access to all necessary facilities and equipment within their respective premises.
- 5.3 The Parties shall support each other in the development of course material and common curricula for training activities. The INTERPOL General Secretariat and UNODC shall inform each other about the development of new handbooks and training materials.

Section 6

Technical cooperation

- 6.1 INTERPOL and UNODC shall intensify their technical cooperation in order to avoid overlapping in capacity building efforts and create synergies to better equip criminal justice institutions in fighting against transnational organized crime and terrorism.
- 6.2 In the framework of its institutional and operational dialogue with member countries, UNODC shall promote/refer to INTERPOL's various tools such as INTERPOL Information System and encourage the provision of data therein.
- 6.3 Subject to INTERPOL's Rules and Regulations, the INTERPOL General Secretariat shall facilitate access to INTERPOL Information System by relevant national authorities (e.g. Financial Intelligence Units) with which UNODC has developed specific arrangements, projects or initiatives in the subject areas covered by this Arrangement.

Section 7

Financial arrangements and Liability

- 7.1 The Parties shall agree in writing concerning any costs arising out of the implementation of this Supplementary Arrangement.
- 7.2 Neither Party shall accept any liability arising out of any acts or omissions of the other Party, its officials, employees, agents or contractors under this Supplementary Arrangement. This provision shall extend, inter alia, to claims and liability in the nature of worker's compensation, and liability arising out of the use of copyrighted material or other intellectual property by either Party, its officials, employees, agents, or contractors. The obligations under this Article do not lapse upon termination of this Arrangement.

Section 8

Settlement of Disputes

Any disputes or disagreements between the Parties concerning the interpretation, implementation and application of this Supplementary Arrangement shall be settled by good faith negotiations between the Parties.



Section 9 Scope

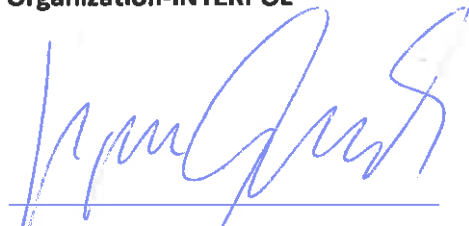
This Arrangement is supplementary to the Cooperation Agreement. In case of any conflict between the provisions of this Arrangement and the Cooperation Agreement, the latter shall prevail.

Section 10 Entry into Force, Amendment, and Termination

- 10.1 Following signature, this Arrangement will enter into force upon written confirmation by INTERPOL that its internal requirements have been completed.
- 10.2 This Arrangement may be amended by mutual consent of the Parties in writing.
- 10.3 Any revised Joint Action Plan for UNODC-INTERPOL Global Partnership shall be attached to this Arrangement as a new Annex replacing the previous one.
- 10.4 Either Party may terminate this Arrangement by written notice to the other Party. The termination will be effective three months after the written notice is received by the receiving Party, unless otherwise agreed by the Parties in writing.
- 10.5 The Parties will take the necessary steps to ensure that the activities carried out under this Arrangement are brought to a prompt and orderly conclusion following a notice to terminate.
The termination of this Arrangement shall not release a party from commitments incurred or conditions attached to any exchange of information, unless such commitment or condition is expressly waived by the other Party.

Done on 23 May 2016 in Vienna in two original English language copies.

**For the International Criminal Police
Organization-INTERPOL**



**Mr. Jürgen Stock
Secretary General**

For the United Nations



**Mr. Yury Fedotov
Executive Director
UNODC**