



United Nations Development Programme

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL CRIMINAL POLICE
ORGANIZATION-INTERPOL**

AND

**THE OFFICE OF AUDIT AND INVESTIGATIONS
OF THE UNITED NATIONS DEVELOPMENT
PROGRAMME**

The International Criminal Police Organization-INTERPOL (hereinafter referred to as INTERPOL) and the Office of Audit and Investigations of the United Nations Development Programme (hereinafter referred to as OAI)

In furtherance of Articles 2 to 5 of the Co-operation Agreement between INTERPOL and the United Nations,

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

Recognizing that INTERPOL is responsible for providing and developing the widest possible mutual assistance between all criminal polices authorities within the limits of the laws existing in the different countries and in the spirit of the Universal Declaration of Human Rights;

Recognizing that OAI is the only office in UNDP with the mandate to investigate allegations of wrongdoing, including allegations of fraud, corruption and other financial irregularities, retaliation on whistle-blowers, abuse of authority, workplace harassment, willful disregard of UNDP regulations and rules, and any other activities that would violate the standards of conduct expected of an international civil servant, that OAI also investigates allegations against parties external to UNDP such as contractors or implementing partners where the allegation involves significant financial irregularities committed to the detriment of UNDP.

Recognizing the desirability of the two institutions co-operating within the fields of their competence;

Article 1 **Mutual consultation**

1. INTERPOL and OAI shall consult as appropriate on policy issues within their respective competence and matters of common interest for the purpose of realizing their objectives and co-coordinating their respective activities.
2. INTERPOL and OAI shall reciprocally take observations concerning such activities into consideration with a view to promoting effective co-ordination.
3. When appropriate, consultation shall be arranged at the required level between representatives of INTERPOL and OAI to agree upon the most effective way in which to organize particular activities of common interest and to optimize the use of their resources in connection with such activities.

Article 2
Exchange of information

1. Subject to necessary limitations of internal regulations, INTERPOL and OAI shall exchange information on developments in the fields of their activities and projects of mutual interest.
2. INTERPOL and OAI shall combine their efforts to achieve the best use of all available information relevant to the implementation of their respective mandates.
3. Subject to such arrangement as may be necessary for the safeguarding of confidential information, INTERPOL and OAI shall ensure the fullest possible exchange of information and documents concerning matters of common interest.
4. No nominal police data shall be communicated to OAI without prior consent of the National Central Bureau (NCB) from which the information originated.
5. UNDP documents which are subject to privileges and immunities will not be used in criminal court proceedings or other legal proceedings without the written approval of UNDP, following the waiving of privileges and immunities on those documents by the Secretary General of the United Nations.
6. Any information provided by one Party to the other will be considered strictly confidential and will only be disseminated within the organization on a strict 'need to know' basis; provided, however, that one Party may, on an exceptional basis, request the other Party's consent to dissemination of particular information in specified instances and for specified purposes.
7. Nothing in this Article shall prevent either Party from using the information provided by the other Party to develop independently its own evidence for use in any manner not inconsistent with this Agreement, including (but not limited to) in support of sanctions or other corrective or remedial action. Such independently obtained evidence may be shared with third parties in accordance with legal requirements, policies and procedures of the respective Parties.

Article 3
Reciprocal representation

1. The Secretary General of INTERPOL and the Director of OAI shall appoint a focal point with a view to ensuring the implementation of the provisions of the present Memorandum of Understanding.
2. Additional arrangements for reciprocal representation may be made if and when necessary.

Article 4
Technical co-operation

1. INTERPOL and OAI shall, in the interest of their respective activities, seek and share each other's experience to optimize the effects of such activities.
2. Joint activities to be conducted under the present Memorandum of Understanding shall be subject to approval and monitoring through the internal processes of both organizations.
3. INTERPOL and UNDP-OAI shall co-operate in evaluating programmes, projects and activities of common interest, subject to mutual agreement on a case-by-case basis.

Article 5
Entry into force, modification and duration

1. The present Memorandum of Understanding shall enter into force on the date on which it is signed by the Secretary General of INTERPOL and the Director of OAI.
2. The present Memorandum of Understanding does not modify or create any obligations contrary to the legal and policy framework of either Party. In the event that there is an inconsistency between this Memorandum of Understanding and the legal and policy framework of either Party, the legal and policy framework of the respective Party shall take precedence.
3. The Memorandum of Understanding may be modified by mutual consent expressed in writing or revoked by either party upon six months' notice to the other.

In witness whereof, the Secretary General of the International Criminal Police Organization-INTERPOL and the Director of the United Nations Development Programme – Office of Audit and Investigations have signed the present Memorandum of Understanding in duplicate, in English, on the dates appearing under their respective signatures.

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

**For the Office of Audit and
Investigations of the United Nations
Development Programme**



**Ronald K. Noble
Secretary General**

on 8 August 2011

in Lyons



**Egbert C. Kaltenbach
Director**

on 25 July 2011

in New York