

CO-OPERATION AGREEMENT

BETWEEN

THE INTERNATIONAL ATOMIC ENERGY AGENCY

AND

THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION

The International Atomic Energy Agency (hereinafter referred to as IAEA)
and

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

WISHING TO CO-ORDINATE their efforts within the framework of IAEA's Statute and INTERPOL's Constitution;

RECOGNIZING THAT INTERPOL is responsible for ensuring and promoting the widest possible mutual assistance between all the 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;

AWARE of the activities of the IAEA relating to the safety and security of nuclear installations and nuclear and other radioactive materials, including activities aiming at the prevention of nuclear terrorism and combating illicit trafficking in nuclear and other radioactive materials, and the physical protection of nuclear facilities and materials;

APPRECIATING the potential risk to police officers and other personnel of contact with illicit nuclear and other radioactive materials during the course of their work and the need for appropriate awareness and training;

BEARING IN MIND the provisions of the Convention on Physical Protection of Nuclear Material;

RECOGNIZING that there is a need to enhance information and knowledge sharing among States and international organizations to prevent and combat illicit trafficking in nuclear and other radioactive materials and nuclear terrorism;

WISHING TO ESTABLISH effective co-operation with a view to augmenting international efforts to contribute to enhancing nuclear security including the prevention of nuclear terrorism and combating illicit trafficking in nuclear and other radioactive materials;

AWARE THAT such co-operation should be developed in light of experience and practical action;

NOW THEREFORE, the IAEA and INTERPOL (hereinafter called the Parties) agree upon the following:

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Article 1

Mutual consultation

1. The Parties shall consult on issues regarding training and technical assistance and other matters of common interest for the purpose of achieving their objectives, implementing their mandates and co-ordinating their respective activities.
2. Whenever appropriate, consultations shall be arranged between representatives of the two Parties to determine the most effective manner in which to organize particular activities and to optimize the use of their resources in compliance with their respective mandates.

Article 2

Exchange of information

1. The Parties shall exchange information on developments in their activities, which are the subject of this co-operation agreement, and projects that are of mutual interest with a view to promoting co-ordination and co-operation.
2. Subject to such restrictions and arrangements as may be considered necessary by either Party to preserve the confidential nature of certain information and documents, full and prompt exchange of information and documents concerning matters of common interest shall be ensured between the Parties.
3. When communicating information, each Party shall ensure that such information is accurate and valid, and that it is entitled to communicate the information to the other Party, in accordance with its own regulations. Practical arrangements concerning the exchange of information shall be agreed upon between both organizations.
4. Communication of police information by INTERPOL to the IAEA shall be subject to the regulations of INTERPOL. Communication of information by the IAEA to INTERPOL shall be subject to the regulations of the IAEA and its obligations to its Member States.
5. If an item of information communicated by one Party to the other Party is modified or deleted, the sending Party shall inform the receiving Party so that the latter may keep its own archives up-to-date, and inform the national authorities and national institutions to which it communicated the sending Party's information that the information has been modified or deleted. The sending Party shall not be liable in the event that the use by the receiving Party, a national authority or a national institution of an item of information is prejudicial to an individual's or entity's interests, if the sending Party has informed the receiving Party that that item of information has been modified or deleted.

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6. Information exchanged by the Parties shall be used by the Parties, the national authorities and the national institutions, to which this information may be further provided, exclusively for the purposes of preventing and combating nuclear terrorism, and preventing or suppressing transnational ordinary law crime, with due respect for national laws and international treaties.
7. The Parties shall co-ordinate their efforts to achieve the best use of available information including illicit trafficking data and information relevant to the nuclear security regulatory infrastructure for the prevention of nuclear terrorism and combating illicit trafficking in nuclear and other radioactive materials. The Parties shall ensure the most effective utilization of their resources in the collection, analysis, publication and diffusion of such information.
8. The Parties shall process information in compliance with the specific requirements of the Party supplying the information and in compliance with their own regulations.

Article 3

Technical and financial Co-operation

1. In the interest of their respective activities, either Party may seek the other's technical expertise and co-operation. In this regard, special arrangements on specific programmes will be elaborated as necessary to clarify the role of each Party in the undertakings and to facilitate joint planning of activities.
2. The Parties shall co-operate in the development and implementation of training and technical assistance programmes at the national, regional or international level.
3. In this process the Parties may combine their own human and financial resources. The Parties may also collaborate in identifying appropriate consultants and experts to implement joint programmes and to assist in technical programmes undertaken by either Party.
4. The implementation of joint programmes shall be subject to the availability of adequate resources to be determined for each activity by both Parties in accordance with their respective relevant regulations and rules.
5. Joint project activities shall be subject to the approval of individual project documents by both Parties and to periodic evaluation to be agreed upon. They shall also be subject to the programme of work approved by the policy-making organs of the Parties.

Article 4

Technical meetings and missions

1. The Parties will consult each other to ensure the greatest possible degree of co-ordination in regard to meetings and missions of technical experts concerning questions in which both Parties have an interest.
2. The Parties may, in appropriate cases, agree to sponsor, on terms to be arranged in each particular case, joint consultations and technical meetings and training courses concerning questions in which both Parties have an interest. The manner in which action recommended by such joint consultations and meetings is undertaken shall be agreed between the two Parties.

Article 5

Settlement of disputes

Any disputes arising out of or relating to interpretation or implementation of this co-operation agreement which cannot otherwise be settled by the Parties, shall be referred by either Party to arbitration for settlement in accordance with the UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria. The language of the arbitration shall be English. The decisions of the arbitrator shall be final and binding on the Parties.

Article 6

General provisions

1. Each Party will designate an official as focal point for the maintenance of contacts with a view to ensuring the implementation of the provisions of this co-operation agreement.
2. Neither Party may assign, transfer, pledge or make any other disposition of this co-operation agreement, in whole or in part, without the prior written consent of the other party.
3. The present co-operation agreement shall enter into force at the latest 60 days following the date on which it is signed by the Deputy Director General of the IAEA and the Secretary General of INTERPOL.

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4. The present co-operation agreement will remain in force unless terminated by mutual consent or by either Party giving six months' written notice of termination to the other Party. The provisions of this Co-operation agreement will, however, remain in force beyond the date of such termination to the extent necessary to permit an orderly completion of activities between the Parties.
5. The co-operation agreement may be modified by mutual written consent. Each Party will give full and sympathetic consideration to any proposals advanced by the other Party to that effect.
6. Nothing in this co-operation agreement shall be interpreted by the Parties as construing a waiver of the privileges and immunities accorded to the IAEA by its Member States.

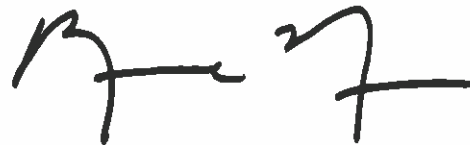
In witness whereof, the Deputy Director General for Nuclear Safety and Security of the International Atomic Energy Agency and the Secretary General of the International Criminal Police Organization-INTERPOL sign the present co-operation agreement in duplicate, in English on the dates appearing under their respective signatures.

For the IAEA:

For the ICPO-INTERPOL:



Tomihiro Taniguchi
Deputy Director General for Nuclear
Safety and Security



Ronald K. Noble
Secretary General

Date: 10/02/2006

Date: 08/02/2006