

CO-OPERATION AGREEMENT

BETWEEN

THE INTERNATIONAL CRIMINAL POLICE

ORGANIZATION - INTERPOL

AND

THE WORLD INTELLECTUAL PROPERTY

ORGANIZATION

Preamble

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

and

The World Intellectual Property Organization (hereinafter referred to as WIPO),

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

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,

Recognizing that WIPO's objective is to promote the protection of intellectual property through co-operation among States and, where appropriate, in collaboration with any other international organization,

Recognizing the desirability of INTERPOL's co-operating with WIPO in combating willful infringement of intellectual property rights,

Have agreed on the following:

Article 1

Mutual consultation

1. INTERPOL and WIPO shall consult regularly on policy issues and matters of common interest for the purpose of realizing their objectives and co-ordinating their respective activities.
2. INTERPOL and WIPO shall exchange information on developments in any of their fields and projects that are of mutual interest and shall reciprocally take observations concerning such activities into consideration with a view to promoting effective co-operation.

3. When appropriate, consultation shall be arranged at the required level between representatives of WIPO and INTERPOL to agree upon the most effective way 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. INTERPOL and WIPO shall combine their efforts to achieve the best use of all available information relevant to the protection of intellectual property and the fight against willful infringement of intellectual property rights.
2. Subject to such arrangements as may be necessary for the safeguarding of confidential information, INTERPOL and WIPO shall ensure full and prompt exchange of information and documents concerning matters of common interest.
3. Communication of police information by INTERPOL to WIPO shall be subject to INTERPOL's internal regulations. If an item of information communicated by INTERPOL to WIPO is modified or deleted, INTERPOL shall inform WIPO so that the latter may keep its own archives up-to-date. INTERPOL shall not be liable in the event that the use by WIPO of an item of information is prejudicial to an individual's or entity's interests, if INTERPOL has informed WIPO that that item of information has been modified or deleted. WIPO shall keep police information communicated by INTERPOL confidential. It shall use information, which is no longer to be treated confidential, and provided that the source of the said information agrees, exclusively for the purposes of awareness raising, education and training, with due respect for national laws and international treaties.
4. Communication of information by WIPO to INTERPOL shall be subject to the provisions of the WIPO's internal regulations.

Article 3

Reciprocal representation

1. Arrangements shall be made for reciprocal representation by Observers from INTERPOL and WIPO at meetings that are convened under their respective auspices and which consider matters in which the other party has an interest or technical competence.
2. The Director General of WIPO and the Secretary General of INTERPOL shall each designate a person to act as a focal point with a view to ensuring the implementation of the provisions of the present Co-operation Agreement.

Article 4

Technical co-operation

1. INTERPOL and WIPO shall, in the interest of their respective activities, seek each other's expertise to optimize the effects of such activities.
2. WIPO shall review, at INTERPOL's request, projects at national, regional and global levels in order to provide comments and suggestions appropriate to its domain of expertise.
3. By mutual agreement, WIPO shall associate itself in the development and execution of education and training programmes aimed particularly at preventing or reducing willful infringement of intellectual property rights including transnational intellectual property crime.
4. Joint activities to be conducted under the present Co-operation Agreement shall be subject to the approval of individual project documents by both parties and shall be monitored under an agreed mechanism.
5. INTERPOL and WIPO shall co-operate in evaluating such programmes, projects and activities as have common interest, subject to mutual agreement on a case-by-case basis.

Article 5

Personnel arrangements

Subject to their relevant internal regulations, WIPO and INTERPOL shall examine the possibility of organizing the exchange of personnel on a temporary basis. They will enter into special arrangements, if necessary, for that purpose.

Article 6

Entry into force, modification and duration

1. The present Co-operation Agreement shall enter into force on the date on which it is signed by the Secretary General of INTERPOL and the Director General of WIPO, subject to the approval of the INTERPOL Executive Committee and of the WIPO Coordination Committee.
2. The present Co-operation Agreement may be modified by mutual consent expressed in writing. It may also be revoked by either party by giving six months' notice to the other party.

In witness whereof, the Secretary General of the International Criminal Police Organization - INTERPOL and the Director General of the World Intellectual Property Organization have signed the present Co-operation Agreement in duplicate, in English and French, both texts being equally authentic, on the dates appearing under their respective signatures.

For the ICPO-INTERPOL:

For WIPO:



Ronald K. Noble
Secretary General



Kamil Idris
Director General

Date: 30 July 2004

Date: September 6, 2004