



**ARRANGEMENT ON COOPERATION
BETWEEN
THE INTERNATIONAL CRIMINAL POLICE
ORGANIZATION-INTERPOL
AND
THE UNITED NATIONS
IN RELATION TO DIRECT ACCESS BY UNITED NATIONS
DEPARTMENT OF SAFETY AND SECURITY TO THE INTERPOL
INFORMATION SYSTEM
SUPPLEMENTARY TO THE COOPERATION AGREEMENT BETWEEN
THE UNITED NATIONS AND THE INTERPOL**

Whereas on 8 July 1997, the United Nations and the International Criminal Police Organization-INTERPOL (hereinafter "INTERPOL") concluded a Cooperation Agreement between the United Nations and the International Criminal Police Organization (INTERPOL), (the "Cooperation Agreement");

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

Whereas under article 4(1) of the above-mentioned 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 Department of Safety and Security ("UNDSS"), and INTERPOL, collectively referred to as the "Parties", and individually as a "Party", wish to establish cooperation for the purpose of detection and recovery of stolen or lost laissez-passers, and to undertake any actions incidental thereto,

Now, therefore, **the Parties have agreed** as follows:

SECTION 1

Purpose

The purpose of the present Supplementary Arrangement is to establish the framework for cooperation between the Parties in the field of crime prevention and criminal justice, within the framework of the implementation of the mandated responsibilities of UNDSS, specifically in relation to enhancing the ability to trace lost or stolen United Nations Laissez-Passers and Stolen UN vehicles through direct access by UNDSS to the INTERPOL Information System.

SECTION 2

Exchange of information

- 2.1 The Parties agree to combine their efforts within their respective mandates and regulations to achieve the best use of all available information for the purposes of preventing the unauthorised use of lost or stolen United Nations documents and vehicles. The parties agree to notify each other of any actions taken with respect to the information which is being shared.

- 2.2 Subject to such arrangements as may be necessary for safeguarding the security, confidentiality and processing conditions of information exchanged between the Parties, the Parties 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.
- 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 UNDSS shall be subject to INTERPOL's rules and regulations. The provision of information by UNDSS to INTERPOL shall be subject to the United Nations rules and regulations 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. Prior to using any information provided by one Party, the other Party shall check with the providing Party that the information remains accurate and relevant.

SECTION 3

Access to INTERPOL's Police Information System

- 3.1 INTERPOL shall facilitate direct access by UNDSS to the INTERPOL Information System.
- 3.2 INTERPOL shall grant UNDSS such direct access as may be necessary for the furtherance of the present Supplementary Arrangement. In particular, INTERPOL shall grant UNDSS direct access to the following police databases:
- Stolen and Lost Travel Documents (SLTD) database, for the purpose of tracing, locating and recovering lost or stolen UN Laissez-Passers;
 - Stolen Motor Vehicles (SMV) database, for the purposes of tracing, locating and recovering stolen United Nations vehicles;
- 3.3 The terms and conditions under which UNDSS shall have direct access to and use of the INTERPOL Information System are specified in Annex 1 to the present Supplementary Arrangement;
- 3.4 Direct access to INTERPOL's police information system under the terms of the present Supplementary Arrangement shall be granted solely to the UNDSS.

SECTION 4

Consultation and Coordination

- 4.1 The Parties shall each designate a unit to act as a focal point with a view to ensuring the implementation of the provisions of the present Supplementary Arrangement.
- 4.2 The Parties shall maintain contact on a regular basis and exchange information in relation to this Supplementary Arrangement.
- 4.3 The Parties may establish permanent or ad hoc mechanisms to monitor and evaluate the cooperation under the present Supplementary Arrangement.

SECTION 5

Financial Clause

The United Nations agrees to bear the costs incurred by INTERPOL to provide the services covered by the present Supplementary Arrangement, in particular the costs of acquiring and maintaining the required equipment and the costs of being connected to the INTERPOL network. At the beginning of each calendar year, the Parties shall agree on the sum to be paid by the United Nations to INTERPOL to cover in advance such costs.

SECTION 6

Settlement of Disputes

Any dispute between the Parties concerning the interpretation, implementation and application of this Supplementary Arrangement shall be settled amicably by good-faith negotiations between the Parties.

SECTION 7

Scope

This Arrangement is supplementary to the Co-operation Agreement between the United Nations and INTERPOL dated 8 July 1997. If there are any differences or conflicts between the Cooperation Agreement and the present Arrangement, the Cooperation Agreement shall prevail.

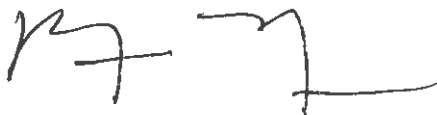
SECTION 8

Amendment, entry into force and termination

- 8.1 This Supplementary Arrangement may be amended by mutual consent of the Parties in writing.
- 8.2 This Supplementary Arrangement shall enter into force following the exchange of written notifications confirming the completion by both organizations of their internal requirements in this respect.
- 8.3 Either Party may terminate the present Supplementary Arrangement by delivering a written request for termination to the other Party. The termination shall be effective three months after the written request for termination is delivered to the receiving Party, unless otherwise agreed to by the Parties in writing.
- 8.4 The termination of this Arrangement shall not release a Party from obligations incurred or conditions stipulated with respect to any exchange of information that has taken place or which the Parties agree should take place, unless such obligations or conditions are expressly waived by the other Party. This includes, in particular, any undertaking to maintain the confidentiality of information which one Party has received from the other. Where Parties agree that the information be stored beyond the date of termination of this Arrangement, both sides will agree on the terms and conditions for retention of the data and mechanisms in order to assess whether the conditions for the retention are still met.

Done on 3/11/2014 in Monaco in two (2) original copies,
in English language, each text being equally valid.

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



Mr Ronald K. Noble
Secretary General

For the United Nations



Mr Peter Drennan
Under-Secretary-General
for Safety and Security

ANNEX

DIRECT ACCESS TO AND USE OF THE INTERPOL INFORMATION SYSTEM

The United Nations Department of Safety and Security (UNDSS) may be granted direct access to and use of the INTERPOL Information System under the following terms and conditions:

1. Direct access to and use of the INTERPOL Information System is subject to the following provisions/conditions:
 - a. INTERPOL's Rules on the Processing of Data;
 - b. Rules on the Control of Information and Access to INTERPOL's Files.
2. INTERPOL shall provide UNDSS with a copy of these rules and with new and/or updated rules as they become available.
3. UNDSS accepts and agrees to comply with these provisions to the extent that they are compatible with the United Nations' status, privileges and immunities, and rules and regulations.
4. UNDSS shall be considered as an international entity as defined in INTERPOL's Rules on the Processing of Data.
5. UNDSS accepts and agrees to comply with such security rules and administrative procedures as may be established by INTERPOL's General Secretariat, pursuant to INTERPOL's Rules on the Processing of Data, to regulate the access to and use of the INTERPOL Information System.