

CO-OPERATION AGREEMENT
BETWEEN
THE REGIONAL SECURITY SYSTEM
AND
THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION - INTERPOL

Preamble

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

And

The Regional Security System (hereinafter referred to as the RSS),

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

Recognizing that Interpol is an intergovernmental organization whose objectives are to ensure and promote 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, and to establish and develop all institutions likely to contribute effectively to the prevention and suppression of ordinary law crimes;

Recognizing that Interpol is strictly forbidden to undertake any intervention or activities of a political, military, religious or racial character;

Recognizing that the RSS is a regional intergovernmental organization which consists of seven Caribbean States, whose objectives are to promote co-operation among its Member States in the prevention and interdiction of traffic in illegal narcotic drugs, in national emergencies, search and rescue, immigration control, fisheries protection, customs and excise control, maritime policing duties, natural and other disasters, pollution control, combating threats to national security, the prevention of smuggling, and in the protection of off-shore installations and exclusive economic zones;

Recognizing that co-operation and mutual assistance between international organizations dedicated to the prevention and suppression of crime enable the thwarting of threats posed by international crime and avoid the duplication of effort;

Recognizing the need for co-operation between Interpol and the RSS in the fight against transnational crime;

Recognizing the desirability of Interpol and the RSS co-operating within their respective mandates in the fields of crime prevention and criminal police operations;

Have agreed on the following:


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Article 1
Purpose

The purpose of the present Co-operation Agreement is to establish a framework for co-operation between the Parties, within their respective areas of competence and subject to their respective rules and regulations, thus facilitating the prevention and suppression of international crime.

The Parties acknowledge that the present Co-operation Agreement shall not provide a framework for any intervention or activities of a political, military, religious or racial character.

Article 2
Mutual consultation

1. Interpol and the RSS 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 the RSS 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 Interpol and the RSS 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 3
Exchange of information

1. Interpol and the RSS shall combine their efforts to achieve the best use of all available information relevant to combating international crime.
2. Subject to such arrangements as may be necessary for the safeguarding of the security and confidentiality of information, Interpol and the RSS shall ensure full and prompt exchange of information and documents concerning matters of common interest.
3. Information communicated by Interpol to the RSS shall be used by the RSS exclusively for the purposes of preventing or suppressing transnational ordinary law crime, with due respect for national laws and international law. Under no circumstances should any information communicated by Interpol be used for any undertaking or activities of a political, military, religious or racial character.


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4. If an item of information communicated by Interpol to the RSS is modified or deleted, Interpol shall inform the RSS so that the latter may keep its own archives up-to-date. Interpol shall not be liable in the event that the use by the RSS of an item of information is prejudicial to an individual's or entity's interests, if Interpol has informed the RSS that that item of information has been modified or deleted.
5. Unless otherwise specified, the RSS shall keep information communicated by Interpol confidential. It may use information, which was specified as non-confidential, and provided that Interpol agrees, exclusively for the purposes of awareness raising, education and training, with due respect for national laws and international law.
6. Communication of information by Interpol to the RSS shall be subject to Interpol's regulations. Communication of information by the RSS to Interpol shall be subject to the RSS's regulations.
7. Interpol shall facilitate access by the RSS to Interpol's telecommunications system. Access by the RSS to Interpol's telecommunications system shall be in accordance with the provisions of this Agreement and its Appendix.

Article 4

Reciprocal representation

1. Arrangements shall be made for reciprocal representation at Interpol and the RSS meetings which are convened under their respective auspices and which consider matters in which the other Party has an interest or technical competence.
2. The Regional Security Co-ordinator of the RSS 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 5

Technical co-operation

1. Interpol and the RSS shall, in the interest of their respective activities, seek each other's expertise to optimize the effects of such activities.
2. At Interpol's request, the RSS shall review projects at national, regional and global levels in order to provide comments and suggestions appropriate to its domain of expertise.

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3. By mutual agreement, the RSS shall associate itself in the development and execution of programmes, projects and activities relating particularly to crimes and offences committed in its region and areas of expertise.
4. Joint activities to be conducted under the present Co-operation Agreement shall be subject to the approval, by both Parties, of individual project documents and shall be monitored under an agreed mechanism.
5. Interpol and the RSS 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 6

Personnel arrangements

Subject to their relevant internal regulations, the RSS 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 7

Entry into force, modification, and termination

1. The present Co-operation Agreement shall enter into force 60 days after it is signed by the Secretary General of Interpol and the Regional Security Co-ordinator of the RSS, subject to the approval of Interpol's General Assembly and the Council of Ministers of the RSS.
2. The present Co-operation Agreement may be modified by mutual consent expressed in writing.
3. Either Party may terminate the present Agreement by giving the other Party written notice of termination. Termination shall become effective 30 days after receipt of the notification by the other Party, unless otherwise agreed by the Parties in writing.
4. Access by the RSS to Interpol's communications system shall terminate once the Agreement ceases to be in force or under the conditions set forth in the Appendix, whichever occurs sooner.
5. The obligations concerning the exchange of information referred to in the Agreement and its Appendix shall continue to be binding on both Parties after the termination of the Agreement.

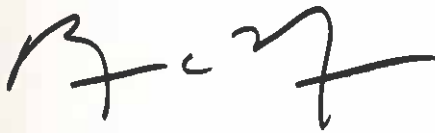
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In witness whereof, the Secretary General of the International Criminal Police Organization - Interpol and the Regional Security Co-ordinator of the Regional Security System have signed the present Co-operation Agreement in two original copies, in English, on the dates appearing under their respective signatures.

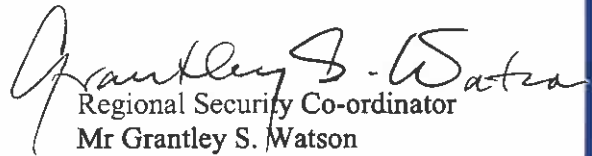
For the ICPO-Interpol:

15 January 2007

For the RSS:



Secretary General
Mr Ronald K. Noble



Grantley S. Watson
Regional Security Co-ordinator
Mr Grantley S. Watson

APPENDIX

Agreement concerning access by the RSS to Interpol's telecommunications system

1. Purpose of the Agreement

The purpose of this agreement is to specify the terms and conditions under which the RSS and its designated point of contact shall have access to and use of the Interpol telecommunications system. References to the RSS in this agreement shall be deemed to include the RSS's designated point of contact.

2. Conditions of Use

Subject to the conditions provided below, the RSS will have access to Interpol's telecommunications system for the purpose of directly consulting the following Interpol's databases: eASF Nominal; eASF Lost and Stolen Documents; eASF Stolen Vehicles; eASF Works of Art; and Security Alerts. Necessary checks, including checking whether the information is still accurate and relevant prior to its use, as well as additional information requests in consultation with the source of the information, shall be conducted via the Barbados NCB.

Direct access to Interpol's telecommunications system will be granted provided that:

- 2.1 Interpol approves in advance the hardware, software and services used by the RSS to access Interpol's telecommunications system;
- 2.2 The RSS uses Interpol's telecommunications system and the information obtained from it:
 - 2.2.1 Solely for the purposes of crime prevention and law enforcement with regard to international ordinary law crime, as covered by Article 2 of Interpol's Constitution;
 - 2.2.2 Within the limits of Article 3 of Interpol's Constitution, namely that no use of Interpol's telecommunications system and the information obtained from it will be made for any intervention or activities of a political, military, religious or racial character;
 - 2.2.3 In conformity with the limits of Interpol's requirements in terms of confidentiality and security measures as set forth in the rules and regulations listed in paragraph 2.7, below;
 - 2.2.4 And within the limits of the RSS's aims;

- 2.3 The RSS installs equipment that guarantees secure management and access for information received through Interpol's telecommunications system;
- 2.4 The RSS bears all the costs involved in accessing and using Interpol's telecommunications system, particularly the costs of acquiring and maintaining the required equipment and the costs of being connected to Interpol's system;
- 2.5 The RSS complies with elementary data-protection principles, especially in connection with the accuracy, updating and deletion of information received through Interpol's telecommunications system;
- 2.6 The RSS complies with the restrictions imposed on forwarding information, under the conditions laid down in Article 3 below;
- 2.7 The RSS accepts and agrees to comply with the following sets of rules, regulations and principles adopted by Interpol, copies of which are attached, it being understood that these rules and regulations will apply *mutatis mutandis* to the RSS and may be modified by Interpol at any time, and it being further understood that Interpol undertakes to provide the RSS with new and/or updated rules or regulations as they become available:
 - 2.7.1 Rules on the Processing of Information for the purposes of International Police Co-operation;
 - 2.7.2 Rules Governing Access by an Intergovernmental Organization to the Interpol Telecommunications Network and Databases;
 - 2.7.3 Rules on the Control of Information and Access to Interpol's Files;
 - 2.7.4 I-24/7 Security Charter;
- 2.8 The RSS provides Interpol with any statistics that Interpol may request concerning the use of Interpol's telecommunications system.

3. Forwarding information

The RSS may only forward information obtained through Interpol's channels to addressees authorized in advance and in writing by the source of information via Interpol's General Secretariat, and provided that the RSS complies with all the following conditions:

- 3.1 The RSS accepts and agrees to comply with any restrictions on forwarding information that may be imposed by Interpol, including in particular those

specified in the rules and regulations in Article 2.7, above, it being understood that these restrictions may be cancelled or modified at any time;

- 3.2 The RSS will forward information under the same conditions as the original transmission;
- 3.3 The RSS will systematically specify to the addressee the source of the information being forwarded;
- 3.4 If called upon to reply directly to a legal entity or private individual requesting access to an item of information received from Interpol, the RSS will provide Interpol with a copy of its reply;
- 3.5 Prior to forwarding the information, the RSS ensures that the information forwarded would not be used for any intervention or activities of a political, military, religious or racial character.

4. Rights and obligations of the Parties

4.1 Interpol may take any steps it deems necessary to:

- 4.1.1 Ensure that the RSS complies fully with all the requirements and conditions concerning access by the RSS to Interpol's telecommunications system as prescribed by the Co-operation Agreement and this Appendix;
- 4.1.2 Ensure that the RSS acquires and installs the equipment enabling it to fulfil its commitments to Interpol, in conformity with Article 2.3 above;
- 4.1.3 Ensure that the RSS does not have access to information that it is not authorized to consult;
- 4.1.4 Inform any entity that supplies information entered in an Interpol database, which is likely to be consulted directly by the RSS, that the RSS has been authorized to consult Interpol databases;
- 4.1.5 Ensure that, if the RSS's right to access Interpol's telecommunications system has been waived or withdrawn, the RSS does indeed no longer have access to them.

- 4.2 The RSS is obliged to co-operate fully with Interpol in its exercise of the foregoing rights.

5. Duration of the Agreement

- 5.1 Interpol may, at any time, cancel the RSS's authorization to access Interpol's telecommunications system:

5.1.1 Without notice if the RSS fails to fulfil an obligation towards Interpol,

or

5.1.2 With 30 days' notice in other cases.

5.2 The RSS may, at any time, waive its right to access Interpol's telecommunications system.

5.3 The RSS may not transfer any information it has received pursuant to this Agreement to a successor organization without the advance, written consent of Interpol, the granting of which is not to be presumed.

5.4 In the event that the Parties fail to agree on the terms for transferring information to a successor organization, either Party may require that information it has provided be deleted.

5.5 The RSS's obligations concerning data protection will continue to be binding on it and its successor organizations even if its access to Interpol's telecommunications system is waived or withdrawn.
