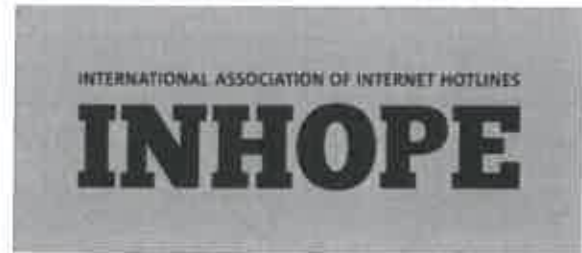




INTERPOL



COOPERATION AGREEMENT

BETWEEN

**THE INTERNATIONAL CRIMINAL POLICE
ORGANIZATION – INTERPOL**

AND

**THE INTERNATIONAL ASSOCIATION
OF INTERNET HOTLINES (INHOPE)**

ON

**EXCHANGE OF INFORMATION RELATED
TO CHILD SEXUAL ABUSE MATERIAL**

The following Cooperation Agreement is between

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

and

The International Association of Internet Hotlines (hereinafter referred to as “INHOPE”), registered in Amsterdam, the Netherlands, Registration Number 34124277.

INTERPOL and INHOPE are hereinafter referred to individually as “Party” or collectively as “the Parties”.

INTERPOL and INHOPE,

Concerned about the seriousness of problems and threats posed by child sexual exploitation on the Internet,

Recognizing that INTERPOL is the world’s only global international police organization that facilitates cross-border law enforcement cooperation and supports and assists all organizations, authorities and services whose mission it is to prevent and combat international crime,

Aware that preventing and combating child sexual exploitation on the Internet, which is transnational in nature, can be enhanced by international collaboration and cooperation through sharing knowledge and experience in the continuous efforts to combat child sexual exploitation,

Bearing in mind that INTERPOL is currently generating a list of domains that contain child sexual abuse material, and is using various sources such as server log data with identifying elements removed, and also by conducting its own online investigations,

Considering that the objective of INHOPE is to forward information on Internet addresses containing child sexual abuse material to the relevant police authorities in the hosting country – INHOPE has established a report management system to avoid the duplication of effort between its numerous member countries around the world,

Noting the important role of INHOPE in providing practical support for countries wishing to improve their capacities in the area of child sexual exploitation,

Considering the desirability of developing an arrangement between INTERPOL and INHOPE to promote the exchange of information related to child sexual exploitation on the Internet,

Have agreed as follows:

Article 1

Role of the Parties

1. INTERPOL is an independent intergovernmental organization responsible for ensuring and promoting the widest possible mutual assistance between all criminal police authorities within the limit of the laws existing in the different countries and in the spirit of the Universal Declaration of Human Rights.
2. INHOPE is an Association that coordinates a network of member Internet Hotlines all over the world, supporting them in responding to reports of illegal child sexual abuse material to make the Internet safer. INHOPE member hotlines must have the support of their government, law enforcement and industry as a condition of membership.

Article 2

Purpose

The purpose of this Agreement is to develop cooperation between INTERPOL and INHOPE regarding the exchange of information related to child sexual exploitation on the Internet.

Article 3

Scope of cooperation

1. INTERPOL and INHOPE agree to provide each other with information to help reach stated goals, and each shall respect the confidentiality and intellectual ownership of such information.
2. INHOPE shall provide INTERPOL with Uniform Resource Locators (URLs) that are identified by its members as distributing child sexual abuse material.
3. INTERPOL shall provide INHOPE only with URLs relating to domains already included in the "Worst of" list that is already shared with INTERPOL member countries and participating companies.
4. Each Party shall provide statistical/trend data if applicable and shall provide published reports to the other Party.

Article 4

Limitations

1. URLs identified by INHOPE members may be provided to INTERPOL only where those members have given written authorization to INHOPE to do so and where no law enforcement action pertaining to the URLs in question is pending in the countries of those members.
2. This Agreement excludes the exchange of any evidence material, such as photographs or videos, or content that may be viewed as such.
3. This Agreement does not create legally binding obligations, nor does it supersede any legal obligations on either Party.

Article 5

Modalities of exchange of information and communication

1. Information shall be exchanged or provided as mutually agreed between the Parties in relation to timeframes, formats and secure transmission methods.
2. Notwithstanding the above paragraph, each Party shall at all times retain the right to determine what information it agrees to provide to the other Party, as well the format and frequency of such provision.
3. Each Party agrees to designate a contact point, who shall be responsible for all communication on any aspect of this Agreement.
4. Both Parties agree to meet annually or more frequently if problems arise, to discuss the implementation of the present Agreement.

Article 6

Confidentiality

1. Each Party shall undertake not to share information obtained from the other with parties outside of the organization structure without prior written consent from the Party defined as the owner of the information.
2. Each party agrees to take all necessary measures to maintain the confidentiality of information provided by the other Party, and guarantees the respect of the above confidentiality obligation by their representatives, employees, sub-contractors and, more generally, their officers whoever they may be.
3. Each Party shall respect the name and reputation of the other, and shall consult the other regarding any publicity or external reference to this Agreement where that information is not already in the public domain.

Article 7
Finance

Each Party shall seek to promote cooperation to mutual benefit, and shall be responsible for its own actions and its own costs associated with this Agreement.

Article 8
Amendments and Supplements

Any Party may review or amend any part of this Agreement at any time with the written consent of the other Party, and such amendment shall become effective on such date as determined by the Parties, and shall form an integral part of this Agreement.

Article 9
Termination of the Agreement

1. Either Party may terminate this Agreement by giving three months' notice in writing to the other Party.
2. In the event a Party gives notice of termination, this Agreement shall continue to have effect with respect to all exchanges or provision of information which occurred before the date of termination.

Article 10
Entry into force

This Agreement shall enter into force on the first day following its signature by both Parties.

For the International Criminal Police
Organization – INTERPOL



Ronald K. Noble
Secretary General

on 2 April 2014 (date)

in Lyon (place)

For the International Association
of Internet Hotlines (INHOPE)



John Shehan
Vice-President

on 4/15/14 (date)

in Amsterdam (place)

Russell Chadwick
Executive Director

on 15 April 2014 (date)

in  (place)