

COOPERATION AGREEMENT

BETWEEN

**THE INTERNATIONAL CRIMINAL
POLICE ORGANIZATION-INTERPOL**



INTERPOL

AND

THE SMALL ARMS SURVEY



Preamble

The International Criminal Police Organization-INTERPOL (hereinafter referred to as “INTERPOL”), represented by its Secretary General,

and

The Small Arms Survey (hereinafter referred to as “the Survey”), represented by its Programme Director,

Hereinafter referred to as “the Parties”,

Wishing to coordinate their efforts within the framework of the missions assigned to them;

Recognizing that INTERPOL is an independent intergovernmental organization responsible for ensuring the promotion of the widest possible mutual assistance between all 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 for the establishment and development of all institutions likely to contribute effectively to the prevention and suppression of ordinary law crimes in accordance with its Constitution;

Having in mind that under its Constitution, INTERPOL is strictly forbidden to undertake any intervention or activities of a political, military, religious or racial character;

Recognizing that the Survey, an independent research body established in 1999 at the Graduate Institute of International and Development Studies in Geneva, aims to contribute to international efforts to constrain the proliferation of small arms and light weapons, in particular through the publication of a Yearbook (*Small Arms Survey*) and related publications and through the dissemination of reliable and impartial information, as well as through the provision of the Secretariat for the Geneva Declaration on Armed Violence and Development;

Considering that INTERPOL is pursuing the goal of developing enhanced cooperation with other international and regional organizations, and the private sector;

Recognizing accordingly the desirability of INTERPOL and the Survey cooperating in the collection and dissemination of information and research on small arms, light weapons, armed violence and crime;

Have agreed on the following:

Article 1

PURPOSE

1. The purpose of the present Agreement is to establish a framework for cooperation between the Parties, within their respective competencies and subject to their respective rules and regulations.
2. The present agreement does not create any financial commitments for the Parties.

Article 2

FRAMEWORK OF THE COOPERATION

Within the framework of their respective mandates and regulations, INTERPOL and the Survey agree to collaborate to achieve the best use of all available non-nominal analytical information related to small arms, light weapons, armed violence and crime for the purpose of preventing and suppressing armed violence and crime. In accordance with both Parties' regulations and rules, such collaboration may include research on matters of mutual interest, the exchange of information and analysis and reciprocal participation in meetings and seminars convened by one or other Party.

Article 3

EXCHANGE OF INFORMATION

1. Subject to such arrangements as may be necessary for the safeguarding of the security, confidentiality and processing conditions of information exchanged between INTERPOL and the Survey in the context of this Agreement, INTERPOL and the Survey agree to the complete and prompt exchange of non-nominal analytical information on small arms, light weapons, armed violence and crime, as well as research and documents concerning matters of common interest, within the framework of the activities and objectives of each Party.
2. Information exchanged between INTERPOL and the Survey shall be used exclusively for the purposes of the present Agreement, with due respect for national laws and international law.
3. The provision of information by INTERPOL to the Survey shall be subject to INTERPOL's rules and regulations, in particular INTERPOL's Rules on the Processing of Data. The provision of information by the Survey to INTERPOL shall be subject to the Survey's rules and regulations.
4. When providing information, each Party shall use their best efforts to ensure that it is accurate, relevant and up to date. Prior to the use of any information provided by one Party, the other Party undertakes to check with the providing Party that the information is still accurate and relevant.

5. If an item of information communicated by INTERPOL to the Survey is modified or deleted, INTERPOL shall inform the Survey 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 Survey of an item of information is prejudicial to an individual's or an entity's interests if INTERPOL has informed the Survey that the item of information has been modified or deleted.
6. Information received in accordance with the present Agreement may not be transmitted to third parties without the prior consent of the providing Party.

Article 4

INDIRECT ACCESS TO INTERPOL DATABASES

1. Indirect access to INTERPOL databases means that the Survey may submit requests for non-nominal information to the INTERPOL General Secretariat. The INTERPOL General Secretariat assesses the compliance of each information request with the framework of the present agreement.
2. The Survey is granted indirect access to the INTERPOL databases relevant to small arms, light weapons, armed violence and crime.

Article 5

RECIPROCAL REPRESENTATION

1. As they deem appropriate, in accordance with the procedures applicable to each meeting or conference, INTERPOL and the Survey shall invite representatives of the other Party to participate in meetings and seminars, including training courses, that they convene under their respective auspices and that consider matters in which the other Party has an interest or technical competence.
2. The Secretary General of INTERPOL and the Programme Director of the Survey shall each designate a person to act as a focal point with a view to ensuring the implementation of the provisions of the present Cooperation Agreement.

Article 6

CONSULTATION

When necessary, the Parties shall conduct consultations for purposes of improving their coordination and cooperation as provided for in the present Agreement. The Parties may also propose other areas of and modalities for cooperation based on experiences gained in the course of implementing the provisions of the present Agreement.

Article 7
IMPLEMENTATION

INTERPOL and the Survey may, for purposes of implementing this Agreement, enter into specific arrangements and/or conclude further agreements as may be found appropriate.

Article 8
ENTRY INTO FORCE, MODIFICATION, AND DURATION

1. The present Cooperation Agreement shall enter into force 60 days after its signature by both Parties, subject to prior approval by the INTERPOL General Assembly.
2. The present Cooperation 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 thirty days after the notification is delivered to the receiving Party.

In witness whereof, the Secretary General of the International Criminal Police Organization-INTERPOL, duly authorized by the General Assembly, and the Programme Director of the Small Arms Survey have signed the present Cooperation Agreement in two original copies in English on the dates appearing under their respective signatures.

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

For the Small Arms Survey



Ronald K. Noble
Secretary General

Keith Krause
Programme Director

on 15-2-2013 (date)

on 12.06.2013 (date)

in Lyon (place)

in GENEVA (place)