COOPERATION AGREEMENT

BETWEEN

THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION – INTERPOL



AND

THE INTERNATIONAL MULTILATERAL PARTNERSHIP AGAINST CYBER THREATS – IMPACT



ON COOPERATION IN THE FIELD OF CYBER SECURITY

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

And

The International Multilateral Partnership Against Cyber Threats – IMPACT (hereinafter referred to as "IMPACT")

Recalling that, pursuant to Article 2 of its Constitution, INTERPOL aims to ensure and promote 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,

Recognizing that IMPACT is the cyber-security executing arm of the United Nations' specialized agency – the International Telecommunication Union (ITU) which has a global membership of 193 States,

Acknowledging that IMPACT brings together governments, academia and industry experts to enhance the global community's capabilities in dealing with cyber-threats, providing the ITU Member States with access to expertise, facilities and resources to effectively address cyber-threats, as well as assisting United Nations agencies in protecting their ICT infrastructures,

Mindful of INTERPOL's initiative to further develop innovative cyber-security-related activities and the future evolution of INTERPOL's digital security capabilities as a part of the INTERPOL Global Complex for Innovation in Singapore,

Considering that it is common interest of INTERPOL and IMPACT, to exchange information and expertise in the field of cyber-security and to contribute to a safer cyber-space, through capacity-building and the exchange of information and expertise,

Have agreed as follows:

<u>Article 1</u>

Purpose

- 1. INTERPOL and IMPACT intend to cooperate, within the scope of their respective mandates and resources, in the field of cyber-security on the basis of mutual benefit.
- 2. The purpose of this Cooperation Agreement is to provide a framework within which such cooperation can take place and to establish a collaborative association, with a view to promoting cyber security capacity-building and addressing cyber threats.

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Article 2 Activities

INTERPOL and IMPACT shall, where appropriate and consistent with the purpose of this Cooperation Agreement, seek each other's expertise in the field of cyber-security. The Parties shall specifically seek to:

- 1. Designate and maintain the appropriate points of contact to develop and coordinate communication between the two Parties;
- 2. Exchange information on digital forensics and malware analysis, as well as other analytical information relevant to cyber-security, to the exclusion of personal data;
- 3. Promote capacity building through mutual assistance and participation to training sessions and conferences wherever possible;
- 4. Consult each other on a regular basis, through the designated points of contact, on the topics of this Cooperation Agreement and its development, and matters of common interest related to the field of cyber-security.

Article 3 Stipulations for Information Exchange

- 1. Communication of information and documents by INTERPOL to IMPACT shall be subject to INTERPOL's rules and regulations. Communication of information and documents by IMPACT to INTERPOL shall be subject to IMPACT's rules and regulations.
- 2. It is the responsibility of both Parties to ensure the proper security and confidentiality of the information and documents exchanged within the framework of this Cooperation Agreement.

Article 4 Review of activities

Upon entry into force of this Cooperation Agreement, both Parties shall review the activities under this Cooperation Agreement at a minimum once a year, and discuss about every aspect for future cooperation.

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Article 5 Use of the ICPO-INTERPOL's and IMPACT's distinctive signs

- 1. All relevant activities referred to above, indicating the name of the International Criminal Police Organization (ICPO) INTERPOL shall be delivered only if that has been duly authorized by the INTERPOL General Secretariat in compliance with INTERPOL's rules and regulations.
- 2. Similarly, all relevant activities referred to above, indicating the name of the International Multilateral Partnership Against Cyber threats IMPACT shall be delivered only if that has been duly authorized by IMPACT in compliance with its rules and regulations.
- 3. Each Party may automatically revoke its authorization if it becomes known that the purpose for which it has given its agreement is likely to prejudice its reputation or image.

Article 6 Expenses

Financial obligations in carrying out the activities delineated in this Cooperation Agreement will be determined by the Parties through mutual consultation and formal agreement on a case-by-case basis, in accordance with the rules and regulations of each Party. This Cooperation Agreement does not impose any financial obligations on either Party in the absence of a separate formal agreement.

Article 7 Settlement of disputes

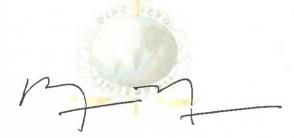
All disputes which may emerge in connection with the interpretation or application of the present Cooperation Agreement shall be settled by means of consultation and negotiation between the Parties.

Article 8 Entry into force, modification and duration

- 1. This Cooperation Agreement shall enter into force on the first day following 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 by the Parties.
- 3. Either Party may terminate the present Agreement earlier by giving the other Party written notice of termination. Termination shall become effective thirty days after the notification is delivered to the receiving Party.

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Ronald K. Noble Secretary General

on 8/11/2012	_ (date)
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Mohd Noor Amin Chairman, Management Board

on 8/11/2612 (date)

in _____ (place)