



COOPERATION AGREEMENT

BETWEEN

THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY

(SADC)

AND

**THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION –
INTERPOL**

(INTERPOL)

The Southern African Development Community (hereinafter referred to as “SADC”);

And

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

Hereinafter referred to individually as “Party” or collectively as the “Parties”;

Recognising that SADC is an international organization under public international law established by the Treaty establishing SADC adopted in 1992, as amended;

Recognizing that INTERPOL is an international organization under public international law, whose aims are defined in Article 2 of the INTERPOL Constitution and under which, it is strictly forbidden for INTERPOL to undertake any intervention or activities of a political, military, religious or racial character;

Cognizant of the principles and objectives of SADC set out in Articles 4 (b) and 5 (1) c of the SADC Treaty and Article 2 of the SADC Protocol on Politics, Defence and Security Cooperation;

Mindful of the objectives of SARPCCO or SADC Chiefs of Police Sub-Committee as set out in Article 4 of the Revised Constitution of the Southern African Regional Police Chiefs Cooperation Organization (SARPCCO) (“SARPCCO Constitution”), i.e. Appendix 1 to the SADC Agreement amending the Protocol on Politics Defence and Security Cooperation adopted on 18 August 2018;

Desirous to coordinate their efforts in fulfilling the common objectives of SADC and INTERPOL;

Considering Article 41 of the INTERPOL Constitution;

Mindful of Article 10(2) of the SADC Protocol on Politics, Defence and Security Cooperation;

Considering Article 8(1) of the Revised SARPCCO Constitution providing that the SADC Secretariat may enter into agreements with other regional or international organizations to assist it in discharging its functions under this Constitution;

Given the role of the INTERPOL Regional Bureau in Harare, Zimbabwe (hereinafter referred to as “RB Harare”) in respect of police cooperation;

Determined to establish a common framework for a strategic partnership and future cooperation between the Parties in the prevention and suppression of ordinary law crimes in the SADC region and globally;

Considering that the Parties are desirous of amending the Cooperation Agreement entered in 2012 for purposes of broadening the scope of their future cooperation and avoid duplication of effort in the prevention and suppression of ordinary law crimes;

Considering also the mutual interest of the Parties in establishing an appropriate and efficient framework for the cooperation that reflect the strategic partnership and prioritize the complementarity of action and structures of the Parties,

Now therefore the Parties agree as follows:

Article 1

Purpose of the Agreement

The purpose of this Agreement is to establish and provide a framework for cooperation between the Parties within their respective areas of activities and competence, subject to their rules and regulations, in order to facilitate the prevention and suppression of ordinary law crimes in the SADC region and globally.

Article 2

Aims of the Agreement

The aims of this Agreement are to establish a legal framework of cooperation between the Parties to facilitate, *inter alia*:

- a) development of common strategic objectives and operational priorities;
- b) provision of support in policy formulation and development;
- c) law enforcement cooperation amongst SADC Member States;
- d) optimisation of the exchange of information;
- e) provision of strategic analysis, subject to the Parties' respective rules;
- f) planning and conducting of joint operations by SADC Member States;
- g) development of capacity building and training in Member States;
- h) provision of support and promotion of the use of INTERPOL policing capabilities; and
- i) development of complementary roles to optimise the use of resources.

Article 3

Supplementary Arrangements

1. The Parties shall conclude supplementary arrangement(s) to facilitate the implementation of cooperation on the areas referred to in Article 2 in conformity with the Parties respective internal procedures.
2. The supplementary arrangement(s) shall contain, *inter alia*, the following:
 - a) specific roles of the Parties;
 - b) major deliverables;
 - c) resources and funding;
 - d) exchange and confidentiality of information; and
 - e) monitoring and evaluation.

Article 4

Role of INTERPOL in supporting SADC

1. INTERPOL, through RB Harare, will cooperate with SADC Secretariat for the purpose of supporting it in the discharge of its functions as a Secretariat to SARPCCO, within the meaning of Article 8 of the Revised SARPCCO Constitution, subject to Parties' respective rules and regulations and strategic priorities.
2. INTERPOL undertakes to support, inter alia, the following SARPCCO activities subject to the terms and conditions to be set out in supplementary arrangement(s) as envisaged under Article 3 of the present Agreement:
 - a) assist in the facilitation of the timely exchange of information between Member States, in preventing and combating transnational organized and cross-border crimes;
 - b) assist in the collection, collating and analysis of information from the region and disseminating reports to Member States;
 - c) assist in the facilitation of cooperation between Member States in preventing and combating ordinary law crimes;
 - d) assist in the provision of training relating to SARPCCO activities;
 - e) assist in the planning of areas of common interest of the Parties;
 - f) assist in the coordination and monitoring of bilateral or multilateral Police operations conducted through SARPCCO; and
 - g) assist in the coordination of other technical matters related to SARPCCO activities.
3. In addition, INTERPOL may consider to assist SADC in establishing and planning SARPCCO programmes, projects and operational activities that come within the areas of common interest of the Parties and subject to Parties' respective rules and regulations and further arrangements as may be necessary to set out the terms and conditions.
4. The Parties acknowledge that operational policing matters shall remain the competency of INTERPOL, in accordance with its mandate, and law enforcement agencies of the Member States supported by the SADC Secretariat in line with the strategic objectives of SADC. For the purpose of this paragraph, operational policing matters means collection, collation and analysis of criminal information; criminal investigations; the conduct of joint or bilateral police operations; and similar actions or steps to fight ordinary law crimes.

Article 5

Exchange information between INTERPOL and SADC

1. The Parties agree to combine their efforts within their respective mandates, rules and regulations to achieve the best use of all available information for the purpose of the present Agreement.
2. Subject to such supplementary arrangement(s) as envisaged under Article 3 of present Agreement, INTERPOL and SADC may exchange information, which are relevant to the prevention and combating of ordinary law crimes.
3. The exchange of information between INTERPOL and SADC under the present Agreement shall be subject to reciprocity.
4. Information exchanged between INTERPOL and SADC shall be used exclusively for the purpose of implementing the present Agreement with due respect for national laws, international law and INTERPOL's and SADC's respective rules and regulations.
5. When providing requested information to the other, INTERPOL and SADC shall ensure that the information is accurate, relevant and up to date.

Article 6

Confidentiality

1. The Parties acknowledge and agree that the document, information or other material exchanged or related to the present Agreement shall be regarded as confidential unless expressly indicated by the availing Party that the document, information or other material is not confidential.
2. The Parties shall preserve the confidentiality of the document, information or other material exchanged and shall not disclose such information to third parties without the prior consent of the other Party.

Article 7

Technical cooperation, training and capacity building

1. INTERPOL and SADC may cooperate, in accordance with their respective mandate and priorities, and within the limits of their resources, through technical support, joint projects, joint operations, training and capacity building.
2. Subject to their relevant internal regulations, the Parties may organize the exchange of personnel on a temporary basis.
3. Details of the cooperation shall be agreed through supplementary arrangement(s) to be concluded under Article 3 above.

Article 8

Policy formulation and review

1. The Parties undertake to support each other in the formulation and review of policy instruments related to prevention and combating of ordinary law crimes in the SADC Region.
2. In fulfilment of the provision of Article 8 (1), either Party will, upon request, and subject to their respective policies and regulations, the Framework Agreement and Supplementary Arrangements envisaged under Article 3:
 - (a) avail necessary information and materials to inform formulation or review of policies;
 - (b) provide input to draft policies;
 - (c) attend technical experts' meetings to validate draft policies.

Article 9

Reciprocal representation and offices of representation

The Parties agree to notify and invite each other to attend, in accordance with their respective rules and procedure, suitable meetings or events, including high level and strategic events, convened under their respective auspices to consider matters in which the other Party has an interest or is technically competent.

Article 10

Use of distinctive signs

1. The use by a Party of the distinctive signs of the other Party, such as name, acronym, emblem or official seal, in the implementation of this Agreement shall be subject to prior written authorization by the Party owning such a distinctive sign.
2. Any authorization granted under the present Article may be unilaterally revoked by the Party that granted it, if it becomes known that the use of its distinctive sign(s) is likely to prejudice its reputation or image.

Article 11

Mutual consultation

1. The Parties shall consult each other regularly on policy issues and matters of common interests for the purpose of realizing their objectives and coordinating their respective activities.
2. The Parties shall exchange information on developments in their respective areas of activities that are of mutual interest and shall reciprocally take observations concerning such activities into consideration with a view to promoting effective cooperation.

3. When appropriate, consultation shall be arranged at the required level between representatives of SADC and INTERPOL 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 12
Channel of communication

1. For the purpose of this Agreement, the representatives of the Parties shall be:

For SADC: Executive Secretary,
SADC Secretariat,
Plot No. 54385 Central District Area,
Private Bag 0095,
Gaborone,
Botswana
Email: registry@sadc.int
Fax: (267) 3972848

For INTERPOL: Secretary General,
INTERPOL General Secrétariat,
200, Quai Charles de Gaulle,
69006 Lyon,
France
Email: edps-gors@interpol.int

2. Either Party may, by notice in writing to the other Party, designate additional representative(s) or official(s) to serve as focal points for facilitating implementation of this Agreement or coordination of collaborative activities for the notifying Party.
3. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when it has been delivered by hand, registered mail, or fax, as the case may be, by either Party to the other Party at the address specified in this Article or such other address as either Party may subsequently notify to the other Party.
4. SADC Secretariat shall remain the principal medium of communication between SADC and Member States on all SARPCCO activities agreed in this Agreement, except in cases where the communication relates to the coordination of SARPCCO operational policing matters as provided for under Article 4(4) of this Agreement.

Article 13
Resources and funding

1. The Parties will bear their own expenses which arise in the course of implementing the provisions of this Agreement unless otherwise agreed on a case by case basis.
2. The Parties shall agree on the modalities of mobilising resources and funding to cater for activities, projects and programmes to be covered under supplementary arrangement(s) to be concluded under Article 3 of the present Agreement.

Article 14
Evaluation

An evaluation of the implementation of the present Agreement will be made by the Parties five (5) years after its entry into force or at any other time agreed upon between them, in order to determine whether the cooperation between the Parties under the present Agreement is satisfactory and beneficial considering the aims of this Agreement as envisaged under Article 2 of this Agreement.

Article 15
Language of Communication

Communications between INTERPOL and SADC under the present Agreement and its supplementary arrangements(s) shall be made in one of the common official languages of INTERPOL and SADC.

Article 16
Non-exclusivity

Nothing in this Agreement shall be construed as limiting the independence of the Parties in the discharge of their respective mandate in terms of their respective rules and procedures.

Article 17
Privileges and Immunities

Nothing in this Agreement shall affect the privileges and immunities that the Parties respectively enjoy as international organizations by virtue of public international law, international agreements and national laws applicable to them.

Article 18

Liability

1. Parties shall not hold each other liable for direct, indirect, special, incidental, or consequential damages that are in any way related to any actions undertaken under the present agreement.
2. Parties shall indemnify, hold harmless and defend each other from and against any and all third-party claims, liabilities, costs, damages and/or expenses of any kind arising out of or in connection with the actions undertaken under this Agreement.

Article 19

Dispute resolution

All disputes arising out of this Agreement shall be resolved by negotiation. Should negotiation fail to provide a solution satisfactory to the Parties, the dispute shall be referred to arbitration as per the procedure to be agreed upon by the Parties.

Article 20

Entry into force, amendment, termination

1. This Agreement shall enter into force upon signature by the INTERPOL Secretary General and SADC Executive Secretary.
2. This Agreement may be amended in writing by mutual consent of the Parties.
3. This Agreement may be terminated by either Party upon giving the other Party six (6) months' notice in writing.
4. The obligations concerning the confidentiality of information, the use of distinctive signs, and liability under Articles 6, 9 and 18, respectively shall continue to be binding on both Parties after the termination of the present Agreement.

Article 21

Repeal of the 2012 Cooperation Agreement

Upon coming into force, this Cooperation Agreement shall supersede and replace the Cooperation Agreement signed by INTERPOL and SADC on 19 February 2012.

IN WITNESS THEREOF the Executive Secretary of SADC and the Secretary General of INTERPOL, as duly authorized representatives of the Parties, have signed this Agreement in two original copies on the dates appearing under their respective signatures.



Dr Stergomena Lawrence Tax
Executive Secretary
Southern African Development Community

On 6 DECEMBER 2019
(date)
In GABORONE
(place)

Jürgen Stock
Secretary General
International Criminal Police Organization-
INTERPOL

On 19.01.2020
(date)
In Lyon / France
(place)