



COOPERATION AGREEMENT

BETWEEN

**THE INTERNATIONAL CRIMINAL POLICE
ORGANIZATION- INTERPOL**

AND

**THE INTERNATIONAL ORGANIZATION
FOR MIGRATION (IOM)**

PREAMBLE

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

And

The International Organization for Migration (hereinafter referred to as "**IOM**"),

Hereinafter collectively 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 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,

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

Taking note that IOM, committed to the principle that humane and orderly migration benefits migrants and society, acts to assist in meeting the operational challenges of migration; advance understanding of migration issues; encourage social and economic development through migration; and work towards effective respect of the human rights and well-being of migrants,

Conscious of the need for closer cooperation between INTERPOL and IOM in matters of common interest, and desirous of further enhancing and strengthening such cooperation,

Have agreed as follows:

ARTICLE 1

GENERAL PRINCIPLES OF COOPERATION

1. INTERPOL and IOM shall act in close collaboration and hold consultations on all matters of common interest. To this end, the two Parties shall consider the appropriate framework for such consultations as and when necessary.
2. INTERPOL and IOM agree that their activities related to combatting transnational crime and to migration and border management shall be coordinated, to the extent possible, in an effort to achieve cooperation and eliminate unnecessary duplication between them, and that when common interests so dictate, either Organization may request the cooperation of the other.
3. Each Organization shall endeavour, in so far as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to such requests for cooperation in accordance with procedures to be mutually agreed upon.
4. Activities undertaken within the scope of the present Cooperation Agreement shall be carried out, in so far as possible, on a mutual basis and with due consideration for each Party's respective areas of expertise.

ARTICLE 2

ATTENDANCE AT MEETINGS

1. In accordance with the applicable rules of procedure and decisions taken by the competent bodies concerning the attendance of meetings by observers, INTERPOL shall invite IOM to send representatives to meetings and conferences convened by INTERPOL to which intergovernmental organizations have been invited, whenever matters of interest to IOM are to be discussed.
2. In accordance with the applicable rules of procedure and decisions taken by the competent bodies concerning the attendance of meetings by observers, IOM shall invite INTERPOL to send representatives to meetings and conferences convened by IOM to which intergovernmental organizations have been invited, whenever matters of interest to INTERPOL are to be discussed.

ARTICLE 3

EXCHANGE OF INFORMATION AND DOCUMENTATION

1. INTERPOL and IOM agree to exchange information and documentation to the fullest extent possible on matters of common interest.
2. When communicating information, each Organization shall ensure that such information is accurate and valid, and that it is entitled to communicate the information to the other Organization, in accordance with its internal regulations, rules, directives, policies and procedures. INTERPOL and IOM shall undertake to observe the confidentiality requirements and the circulation restrictions notified by the communicating Organization.
3. Communication of information by INTERPOL to IOM shall be subject to INTERPOL's internal regulations, rules, policies and procedures, in particular INTERPOL's Rules on the Processing of Data. Communication of information by IOM to INTERPOL, shall be subject to IOM's internal regulations, rules, policies and procedures, in particular the IOM Data Protection Principles and Guidelines.
4. Where appropriate and subject to the necessary requirements, information and documentation relating to specific projects or programmes may also be exchanged between the Parties with a view to attaining better complementary action and effective coordination between the two Organizations.

ARTICLE 4

TECHNICAL COOPERATION

Each Party shall take into consideration any formal request from the other Party for supporting specific activities that fall within their respective mandate and priorities.

ARTICLE 5

JOINT ACTION

1. INTERPOL and IOM may, on terms and conditions to be mutually agreed upon in each case, decide to act jointly in the implementation of projects that are of common interest. Special arrangements shall define the modalities for the participation of each Organization in such projects and shall determine the expenses payable by each of them.
2. INTERPOL and IOM may, whenever they consider it desirable, set up commissions, committees or other technical or advisory bodies, on terms and conditions to be mutually agreed upon in each case, to facilitate the implementation of joint activities and to advise them on matters of common interest.

ARTICLE 6

AREAS OF COOPERATION

Without prejudice to cooperation in additional fields and subject to the availability of resources, the Parties agree to consider the following areas for mutual cooperation:

- Border security;
- Integrated border management;
- Border and migration management including with respect to trafficking in persons and migrant smuggling;
- Travel document fraud;
- The use of technology, software and systems;
- Capacity-building for police and guided operations;
- Training for border and migration management officials.

ARTICLE 7

COOPERATION BETWEEN THE SECRETARIATS

The General Secretariat of INTERPOL and the Administration of IOM shall each designate a focal point which shall be responsible for liaising between the two Organizations, with a view to ensuring the effective implementation of the present Cooperation Agreement.

ARTICLE 8

IMPLEMENTATION OF THE AGREEMENT

The General Secretariat of INTERPOL and the Administration of IOM shall consult each other regularly on matters relating to this Cooperation Agreement.

ARTICLE 9

SUPPLEMENTARY ARRANGEMENTS

INTERPOL and IOM may enter into such supplementary arrangements for the purpose of cooperation and coordination as may be found desirable. The modalities of the supplementary arrangements shall be agreed upon in writing in separate agreements between the Parties which shall define the specific cooperation and coordination under question and the role and responsibilities of each Party, including aspects such as data protection, finances, intellectual property rights, etc.

ARTICLE 10

CONFIDENTIALITY

1. All information that is not in the public domain and which comes into the Parties' possession or knowledge in connection with this Cooperation Agreement is to be treated as strictly confidential. No such information shall be communicated to any third party without the written approval of the other Party.
2. The IOM Data Protection Principles shall apply in respect to any personal data of IOM beneficiaries that comes to the knowledge or into the possession of INTERPOL
3. The obligations under this Article shall survive the expiration or termination of this Cooperation Agreement.

ARTICLE 11

INTELLECTUAL PROPERTY

Each Party retains the ownership and all rights in and to its copyrights, trademarks, name, logos and any other intellectual property. Either Party's use of the other Party's intellectual property is subject to the other Party's prior written approval. If such approval is given, the usage shall be on a non-exclusive basis and the Party using the intellectual property of the other Party shall strictly comply with the written instructions of the other Party and with its guidelines and specifications.

ARTICLE 12

ENTRY INTO FORCE, AMENDMENTS AND DURATION

1. This Cooperation Agreement shall enter into force on the date of its signature by the duly authorized representatives of the two Organizations, upon condition of its approval by the General Assembly of INTERPOL.
2. This Cooperation Agreement may be amended by mutual consent of the Parties. The proposed amendment shall be made in writing to the other party and shall enter into force upon its acceptance in writing by the two Parties.
3. Either of the Parties may terminate this Cooperation Agreement by giving six months' written notice to the other party.

In witness whereof, the undersigned, duly authorized representatives of the International Criminal Police Organization-INTERPOL and of the International Organization for Migration, have signed the present Cooperation Agreement.

For the International Criminal Police
Organization – INTERPOL

For the International Organization for
Migration



Ronald K. Noble
Secretary General



William Lacey Swing
Director General

on 5 March 2014 (date)

on 5 March 2014 (date)

in GENEVA (place)

in Geneva (place)