



COOPERATION AGREEMENT

BETWEEN

THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION – INTERPOL

(INTERPOL)

AND

THE ARAB INTERIOR MINISTERS' COUNCIL

(AIMC)

PREAMBLE

The International Criminal Police Organization – INTERPOL,

and

The Arab Interior Ministers' Council (AIMC),

Hereinafter referred to individually as "Party" or collectively as "the Parties",

Recognizing that INTERPOL is an international organization whose Constitution provides that its objectives are to ensure and promote the widest possible mutual assistance between all the 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 to establish all institutions likely to contribute to the prevention and suppression of international ordinary law crimes,

Recalling that INTERPOL is strictly forbidden to undertake any intervention or activities of a political, military, religious or racial character,

Recognizing that AIMC, established by the Constitution ratified by Resolution No. (4218), adopted on 23 September 1982 by the League of Arab States, aims to develop and strengthen cooperation and to coordinate efforts in the Arab countries in the areas of internal security and the fight against crime,

Considering that one of AIMC's objectives, set forth in Article 4 of its Constitution, is to consolidate the means of cooperation with the international organizations working in the area of AIMC's competence,

Having regard to Decision No. 768, adopted at the 34th AIMC meeting, held on 5 April 2017 in Tunisia, stating the importance for AIMC to strengthen coordination with INTERPOL in order to avoid duplication of efforts in the exchange of data among AIMC members,

Considering that the AIMC General Secretariat is responsible for implementing the above-mentioned aim and directives of the Arab Interior Ministers' Council,

Considering Article 41 of INTERPOL's Constitution,

Desirous to replace the Memorandum of Understanding signed on 22 September 1999 with a new cooperation agreement for purposes of broadening the scope of their future cooperation and avoid duplication of efforts in the prevention and suppression of ordinary law crimes in the Arab countries and globally,

Article 1 Definitions

1. For the purpose of this Agreement and its implementation, the following definitions will apply:
 - (a) **“AIMC General Secretariat”** means the permanent technical, administrative, executive body of AIMC located in Tunisia;
 - (b) **“Data”** means any item of information, irrespective of its source, pertaining to constituent elements of ordinary-law crimes, the investigation and prevention of such crimes, the prosecution of the offenders and punishment of the offences, and any information pertaining to missing persons and unidentified dead bodies;
 - (c) **“Direct access”** means entering and obtaining data in the INTERPOL Information System by expressly authorized persons using automatic means and without assistance from the INTERPOL General Secretariat. Entering and obtaining data via direct access shall be allowed by and comply with applicable national laws, international law, and INTERPOL’s and AIMC’s respective rules and regulations;
 - (d) **“Indirect access”** means entering and obtaining data in the INTERPOL Information System with assistance of the INTERPOL General Secretariat;
 - (e) **“International entity”** means any international, intergovernmental or non-governmental organization which fulfils an international public interest mission, which has concluded an agreement with INTERPOL on the exchange of data and which has been granted direct or indirect access to a part of the INTERPOL Information System by INTERPOL;
 - (f) **“INTERPOL General Secretariat”** means one of the main INTERPOL bodies, whose functions – in accordance with the terms of INTERPOL’s Constitution – include, *inter alia*, serving as an international centre in the fight against ordinary crime and as a technical and information centre;
 - (g) **“INTERPOL Information System”** means all the structured material resources and software used by INTERPOL – databases, communications infrastructure, advanced sensor technology and other services – to process data through its channels in the context of international police cooperation;
 - (h) **“National Central Bureau”** means any body designated by an INTERPOL member country to perform the liaison functions provided for under Article 32 of INTERPOL’s Constitution;
 - (i) **“Personal data”** means any data about an identified natural person or a person who may be identified by means that may reasonably be used;
 - (j) **“Processing”** means any operation or set of operations performed on data, whether or not by automatic means, such as collection, recording, consultation, enrichment, analysis, transmission, use, disclosure and deletion;
 - (k) **“RPD”** means INTERPOL’s Rules on the Processing of Data, laying down the responsibilities and the arrangements for the functioning of the INTERPOL Information System as amended from time to time; and
 - (l) **“Source”** means any National Central Bureau, international entity or private entity which processes data in the INTERPOL Information System or on behalf of which data are recorded in the system, and which is ultimately responsible for them.

2. If any of the above definitions is subject to changes in INTERPOL's legal framework, notably INTERPOL's Constitution or the RPD, the amended definition would be applicable in the relationships between the Parties under this Agreement.

Article 2 **Purpose**

1. The purpose of the present Agreement is to:
 - (a) strengthen and develop collaboration and coordination between INTERPOL and AIMC in matters of police cooperation and fight against crime;
 - (b) ensure coordination and avoid duplication of efforts in the implementation of their respective mandates and projects;
 - (c) lay down the legal framework that shall govern the exchange of data and information between INTERPOL and the AIMC General Secretariat.
2. INTERPOL and AIMC accept that the present Agreement will not provide a framework for any intervention or activity of a political, military, religious or racial character.

Article 3 **Exchange of data**

1. INTERPOL and AIMC will combine their efforts within their respective mandates, rules and regulations to achieve the best use of all available data for the purpose of the present Agreement as set forth under Article 2 of this Agreement.
2. Subject to such arrangements as may be necessary for the safeguarding of the security, confidentiality and processing conditions of data and information, INTERPOL and AIMC may exchange data concerning matters of common interest within the framework of their respective activities and objectives.
3. The exchange of data between INTERPOL and AIMC under the present Agreement shall be subject to reciprocity.
4. The provision of data by INTERPOL to AIMC shall be subject to compliance with the provisions of INTERPOL's Constitution, rules and regulations - in particular the RPD.
5. The provision of data by AIMC to INTERPOL shall be subject to the compliance with the provisions of AIMC's Constitution, rules and regulations.
6. Data exchanged between INTERPOL and AIMC shall be used exclusively for the purpose of implementing the present Agreement, with due respect for national laws, international law and INTERPOL's and AIMC's mandates, respective rules and regulations.
7. When providing data to the other, INTERPOL and AIMC shall ensure that data are accurate, relevant and up to date. Prior to the use of any data provided by the other, INTERPOL and AIMC must check with the other that the data are still accurate and relevant.

8. When consulting and using data, each Party shall be bound by any special conditions for use established by the source; in particular, any conditions linked to using the data as evidence in criminal proceedings.
9. The processing of data in the INTERPOL Information System under the present Agreement shall be governed by the RPD and subject to the conditions set forth therein. Consequently, it is agreed between the Parties that :
 - (a) For the processing of data in the INTERPOL Information System, AIMC shall be considered as an international entity as defined above;
 - (b) The processing of data in the INTERPOL Information System shall be strictly limited to the purpose of the present Agreement as set forth under Article 2;
 - (c) The processing of personal data in the INTERPOL Information System shall be strictly limited to AIMC's need to know about such data; and
 - (d) AIMC accepts and agrees to comply with the provisions of the RPD, the specific provisions of this Agreement, and to observe the processing principles and the general obligations incumbent upon any source as set out in the RPD.
10. Communications between INTERPOL and AIMC under the present Agreement shall be made in Arabic.
11. Nothing in this Agreement will be construed as the obligations of INTERPOL or AIMC to provide data to each other.

Article 4 **Access to data**

1. The AIMC General Secretariat will be granted direct access to personal and/or non-personal data contained in the following INTERPOL databases: Stolen and Lost Travel Documents (SLTD) and Stolen Motor Vehicles (SMV) databases. The modalities and conditions for granting direct access to these databases shall be set forth in supplementary arrangements. Direct access to other INTERPOL databases containing personal and/or non-personal data may be granted under additional supplementary arrangement(s) concluded according to the Parties' respective rules, regulations, and internal approval procedures.
2. When direct access is technically unavailable or when the AIMC General Secretariat does not have direct access rights under supplementary arrangement(s), indirect access to personal and/or non-personal data may be granted to the AIMC General Secretariat with the assistance of the INTERPOL General Secretariat, subject to restrictions imposed by the sources and confidentiality rules laid down by the sources. The INTERPOL General Secretariat shall assess requests to obtain data in light of the present Agreement, and shall strive to fulfil such requests in a timely manner. If a request cannot be fulfilled or if a request is refused, the INTERPOL General Secretariat shall notify the AIMC General Secretariat of the non-fulfilment of the request.

3. In accordance with Article 27(6) of the RPD, access rights granted under the present Article shall become effective only after the expiration of a 45-day notice period given to INTERPOL's National Central Bureaus and other international entities. The access rights granted shall respect any condition and/or restriction imposed by sources of data.
4. Direct access rights under this Article shall be granted solely to one unit or department within the AIMC General Secretariat.
5. It is understood between the Parties that the condition of reciprocity under this Agreement entails that the AIMC General Secretariat shall grant to INTERPOL direct or, when not feasible, indirect access to AIMC's current and future databases, subject to supplementary agreement(s) concluded, as appropriate.

Article 5

Access to INTERPOL's I-24/7 messaging system

1. To facilitate the secure exchange of data between the INTERPOL General Secretariat and the AIMC General Secretariat, the AIMC General Secretariat may be granted access to INTERPOL's I-24/7 messaging system to be able to exchange messages with the INTERPOL General Secretariat using that system, subject to its compliance with the RPD and with such security rules and administrative procedures as may be established and updated by the INTERPOL General Secretariat.
2. The processing of data and the access to and use of INTERPOL's I-24/7 messaging system will be governed by the RPD and will be strictly limited to the purposes of implementation of this Agreement.

Article 6

Security of data

1. Security of INTERPOL Information System

- (a) The AIMC General Secretariat shall adopt an appropriate level of security at least equivalent to the minimum level of security laid down in the security rules established by INTERPOL, to ensure that it has appropriate infrastructure and security measures in place prior to accessing the INTERPOL Information System.
- (b) The AIMC General Secretariat shall be responsible for the access it grants to the INTERPOL Information System, the security of the facilities which enable it to access that system, compliance with the established rules of security and for maintaining data at a level of security at least equivalent to that laid down by the INTERPOL General Secretariat in accordance with Articles 15(5) and 116 of the RPD.
- (c) The INTERPOL General Secretariat shall provide individual users from one unit or department of the AIMC General Secretariat with access rights to the INTERPOL Information System in conformity with the present Agreement and established procedures, solely on a need-to-know basis, taking into account the confidentiality levels as required under Article 27(5)(d) of the RPD. The level of access should be commensurate with an individual user's professional needs.

- (d) The AIMC General Secretariat shall provide the INTERPOL General Secretariat with the list of the AIMC General Secretariat's staff (individual users) who would need to be granted access to the INTERPOL Information System, and shall inform the INTERPOL General Secretariat every time such list is updated.
- (e) Regular checks, either remotely or on the premises of the AIMC General Secretariat, may be performed by INTERPOL on the AIMC General Secretariat's processing of data transmitted by INTERPOL, in accordance with Article 27(5)(c) of the RPD. Audit procedures in relation to the AIMC General Secretariat's processing of data transmitted by INTERPOL may be initiated and conducted by staff members of the INTERPOL General Secretariat who have been specifically designated for that purpose.

2. Security officer and security incidents

- (a) The AIMC General Secretariat shall appoint one or more security officer(s) to carry out security operations in the INTERPOL Information System, in accordance with Article 117 of the RPD, and a 24-hour point of contact to report security incidents.
- (b) The AIMC General Secretariat shall inform INTERPOL as soon as it is aware of any reported or suspected unauthorized use of the INTERPOL Information System and of any violation or attempted violation of the integrity or confidentiality of data obtained under the present Agreement, in accordance with Article 118 of the RPD, and shall indicate the measures that it has taken to resolve the matter.
- (c) Security incidents leading to a breach or potential breach of INTERPOL data must be reported immediately to the point of contact for security incidents designated by INTERPOL. In the event of a security incident leading to a breach or potential breach, in addition to providing information to the point of contact, the AIMC General Secretariat shall cooperate fully with INTERPOL in providing information about the incident and the measures it has taken or proposes to take, in this respect.
- (d) As soon as possible following the discovery of an incident described in clauses (b) or (c) of this Article, the AIMC General Secretariat shall implement at its sole cost and expense any and all measures necessary to mitigate any deleterious effect of the incident, to remedy or cure the incident, and to prevent similar incidents from occurring.

3. Data protection officer

In accordance with Article 121 of the RPD, the AIMC General Secretariat shall designate a data protection officer who shall be responsible for organizing and carrying out monitoring of the system to ensure that users observe the RPD.

4. Other requirements

- (a) The AIMC General Secretariat shall take all measures to correct or to ensure the correction of possible processing errors by its authorized users.
- (b) The AIMC General Secretariat shall cooperate with INTERPOL in the event a data protection impact assessment is carried out, or when a request is made by the Commission for the Control of INTERPOL's Files. The AIMC General Secretariat shall respond promptly and diligently to any request from the Commission for the Control of INTERPOL's Files, and in any event within the timeframe established in the Statute of the Commission for the Control of INTERPOL's Files.

- (c) In the event of any violation of the obligations set out in Articles 6 and 7, and without prejudice to any other rights and remedies of INTERPOL or its member countries, INTERPOL may terminate this Agreement in accordance with Article 19(4).
- (d) The present Article shall apply for the duration of the Agreement and following its expiry or termination.

Article 7

Confidentiality of data and information

1. INTERPOL and AIMC shall not communicate, either directly or indirectly, any data and information exchanged between them or derived from the data and information exchanged between them to any third party other than in the cases and modalities foreseen by this Agreement and any other supplementary agreements concluded between the Parties for its implementation, without express and specific prior authorization from the source of that information.
2. INTERPOL and AIMC shall take all necessary measures to maintain the confidentiality of the data and information provided by the other, in accordance with the terms of this Agreement, and shall guarantee that their confidentiality obligations are complied with by their representatives, personnel, technical providers and contractors, whoever they may be.
3. INTERPOL and AIMC shall take all appropriate measures to protect the integrity and confidentiality of data and information provided by the other. In particular, adequate security controls shall be put in place to prevent theft and accidental loss of data, as well as unauthorized disclosure, access, modification or destruction.

Article 8

Capacity building and training

1. The Parties agree to cooperate in organizing courses, seminars, conferences, training and capacity-building activities.
2. The Parties shall support each other in developing course material and common curricula for training activities. The Parties shall inform each other about the development of new training initiatives.

Article 9

Reciprocal representation and exchange of personnel

1. Arrangements shall be made for reciprocal representation of the Parties to meetings convened under their respective auspices and which consider matters in which the other Party has an interest or technical competence, in accordance with the procedures applicable to each meeting or conference.

2. The Secretary General of INTERPOL and the Secretary General of AIMC shall each designate a person to act as a focal point with a view to ensuring the implementation of the provisions of this Agreement.
3. The Parties may create joint working groups to examine particular subjects and conclude further arrangements to implement the provisions of this Agreement.
4. Subject to their internal regulations and the conclusion of supplementary arrangements, as appropriate, the Parties may engage in the exchange of personnel on a temporary basis or the exchange of liaison officers for the purpose of further implementing this Agreement.

Article 10 **Consultation**

1. When necessary, the Parties shall conduct consultations for the purposes of coordination and greater efficiency of cooperation and interaction provided for in the present Agreement.
2. The Parties agree to consult each other regularly on the possible mechanisms and regulations related to the exchange of information in order to ensure interoperability and reciprocity of their respective communication and information systems.
3. The Parties may also propose other areas of cooperation and arrangements based on the experience gained in the course of implementing the provisions set forth in the present Agreement.
4. The Parties agree to closely coordinate action for the purposes, in particular, of identifying joint project-funding opportunities and developing proposals for joint projects with a view to maximizing impact and avoiding duplications.
5. AIMC shall, at INTERPOL's request, review projects to be implemented by INTERPOL in order to provide comments and suggestions which take account of AIMC's directives and are appropriate to the Arab region.

Article 11 **Use of distinctive signs**

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

Article 12
Financial obligations

Unless otherwise explicitly agreed between the authorized representatives of the Parties, each Party shall bear its own costs incurred in the implementation of the present Agreement.

Article 13
Non-exclusivity

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

Article 14
Implementation

The Parties may, for the purpose of implementing this Agreement, enter into implementing arrangements in conformity with the Parties' respective internal approval procedures.

Article 15
Evaluation

An evaluation of the implementation of the present Agreement will be made by the Parties on a regular basis, but no less frequently than every three (3) years, in order to determine whether the cooperation between the Parties under the present Agreement is satisfactory and beneficial to the purpose of this Agreement as set forth under Article 2 of this Agreement.

Article 16
Privileges and immunities

Nothing in or relating to this Agreement will be deemed a waiver, express or implied, of any privileges or immunities which INTERPOL and AIMC enjoy by virtue of public international law, international agreements and national laws applicable to them.

Article 17
Liability

1. If damage is caused as a result of (i) a breach of the provisions of this Agreement by a Party; (ii) any unauthorized or incorrect use and/or storage of data and information by a Party; or (iii) any actions and decisions taken by a Party on the basis of data and information shared under the present Agreement, that Party shall be liable for such damage.

2. The Parties make no warranties with respect to the accuracy and quality of the data or information they may receive from their member countries and their partners, such as international entities or private entities, and provide to each other. Without derogating from anything contained herein, the Parties shall not hold each other liable for direct, indirect, special, incidental, or consequential damages that are in any way related to the accuracy and quality of data and information.

Article 18 **Settlement of disputes**

Any dispute concerning the interpretation or application of this Agreement shall be settled amicably by direct consultations or negotiations between the Parties.

Article 19 **Final provisions**

1. This Agreement shall enter into force following the exchange of written notifications by the Parties to each other of the approval of the Agreement in accordance with their respective statutory requirements.
2. This Agreement may be amended by mutual consent expressed in writing at any time in accordance with their respective statutory requirements. For the purpose of implementing this Agreement, the Parties may enter into supplementary arrangements in accordance with their respective statutory requirements.
3. Either Party may terminate the present Agreement by giving written notice of termination to the other Party. The termination shall be effective three (3) months after it is delivered to the receiving Party, unless otherwise agreed to by the Parties in writing.
4. In the event of any violation of the obligations concerning the exchange of data referred to in the present Agreement, in particular the obligations set out in Article 6 (Security of Data) and Article 7 (Confidentiality of Data) and without prejudice to any other rights and remedies of the Parties and their member countries, the Party not responsible for the violation may unilaterally terminate the Agreement at any time and with immediate effect, by giving written notice of termination to the other Party.
5. The obligations concerning the exchange of data referred to in the present Agreement, the obligations under Article 11 (Use of distinctive signs), and Article 17 (Liability) of the present Agreement and any supplementary arrangements shall continue to be binding on both Parties after the termination of the present Agreement.

Article 20

Repeal of the 1999 Memorandum of Understanding

Upon coming into force, this Cooperation Agreement shall supersede and replace the Memorandum of Understanding signed by INTERPOL and AIMC on 22 September 1999.

In witness whereof, this Agreement was signed in (City), (State), on (date), corresponding to (date) Hegira, in two original copies, in English and Arabic.

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



Mr. Jürgen Stock
Secretary General

On 20.09.2022

In Lyon / France

**For the Arab Interior Ministers' Council -
AIMC**



Dr. Mohammed Ben Ali Koman
Secretary General

On 2022/9/20

In ليون