

CO-OPERATION AGREEMENT

BETWEEN

**THE OFFICE OF THE PROSECUTOR
OF THE INTERNATIONAL CRIMINAL COURT**

AND

**THE INTERNATIONAL CRIMINAL POLICE
ORGANIZATION-INTERPOL**

Preamble

The Office of the Prosecutor of the International Criminal Court (hereinafter referred to as 'the ICC-OTP')

And

The International Criminal Police Organization-Interpol (hereinafter referred to as 'Interpol');

Recalling that on 17 July 1998 the United Nations Diplomatic Conference of Plenipotentiaries on the Establishment of an International Criminal Court adopted the Rome Statute of the International Criminal Court ('Rome Statute');

Recalling that by Resolution AGN/63/RES/9 (Rome, 1994) the Interpol General Assembly has agreed that the Interpol General Secretariat and the National Central Bureaus (NCBs) should assist investigations relating to serious violations of international humanitarian law;

Recalling that the Rome Statute only applies between those countries represented in Interpol which are parties to it,

Recalling that pursuant to Article 54 (3) (c) and (d) of the Rome Statute, the Prosecutor may seek the co-operation of intergovernmental organizations in accordance with its respective competence and mandate, and may enter into such agreements as may be necessary to facilitate the co-operation of an intergovernmental organization, and that pursuant to Article 15(2) of the Rome Statute and Rule 104 of the ICC Rules of Procedure and Evidence, the Prosecutor may seek additional information from states and intergovernmental organizations;

Recalling also that on 9 October 2003 a Letter of Understanding was signed between the Prosecutor of the International Criminal Court and the Acting Chief Counsel of the ICPO-Interpol aimed at defining the scope of negotiations between the ICC-OTP and Interpol;

Considering the provisions of Interpol's Constitution, which provides that the Organization's aims are to ensure and promote the widest possible mutual assistance between international organizations dedicated to criminal justice within the limits of the laws existing in the different countries and in the spirit of the Universal Declaration of Human Rights;

Stressing the effective system that Interpol is providing to trace the perpetrators of serious violations of international humanitarian law at international level, which can result in their provisional arrest, and to identify key witnesses of such crimes;

The ICC-OTP and Interpol (hereinafter referred to as 'the Parties') have reached the following agreement:

Article 1
Purpose

The purpose of the present Co-operation Agreement is to establish a framework for co-operation between the Parties in the field of crime prevention and criminal justice, including the exchange of police information and the conduct of criminal analysis, the search for fugitives and suspects, the publication and circulation of Interpol notices, the transmission of diffusions, and access to the Interpol telecommunications network and databases.

Article 2
Exchange of Information

1. The Parties agree to exchange information, including police information as defined in Interpol's applicable rules and regulations, in accordance with established Interpol procedures and the Rome Statute and the Rules of Procedure and Evidence.
2. Interpol member countries and other providers of information may provide information to the ICC-OTP on the condition of confidentiality and solely for the purpose of generating new evidence, in accordance with Article 54(3)(e) of the Rome Statute and Rule 82 of the Rules of Procedure and Evidence. The OTP shall ensure that, in accordance with the Statute, such information shall not be disclosed, at any stage of the proceedings, unless the provider provides express written consent.
3. Interpol shall facilitate access by the ICC-OTP to the Interpol telecommunications network and databases.
4. Access by the ICC-OTP to Interpol's telecommunications network and databases shall be in accordance with the Appendix to the present Co-operation Agreement.

Article 3
Modalities of Co-operation

1. The Parties shall each designate a point of contact with a view to ensuring implementation of the provisions of the present Co-operation Agreement.
2. The Parties shall maintain contact on a regular basis and exchange information on matters of mutual interest.

3. Arrangements shall be made for reciprocal representation at Interpol meetings and open meetings of the ICC-OTP, convened under their respective auspices and which concern matters in which the other Party has an interest or technical competence.

Article 4

Publication and Circulation of Interpol Notices

1. The ICC-OTP shall have the right to request the Interpol General Secretariat to publish and circulate to National Central Bureaus (NCBs) Interpol notices of all types for the facilitation of inquiries: the red notices for the circulation of details of persons sought by the ICC-OTP and for preventing such persons from escaping prosecution; the blue notices for obtaining supplementary information, for instance on perpetrators or key witnesses; the yellow notices for tracing missing persons; and the black notices for facilitating identification of corpses.
2. These notices will be modified or cancelled in accordance with Interpol internal regulations.

Article 5

Other assistance from Interpol

1. The ICC-OTP may seek the expertise of the Interpol General Secretariat's specialized staff, in particular in matters related to the search for fugitives and to criminal analysis, subject to any provisions of confidentiality which may prove necessary and within the limits of available resources.
2. ICC-OTP may also request, through Interpol, the assistance of relevant national teams, including *inter alia* national Disaster Victim Identifications teams and war crimes units.

Article 6

Financial Clause

1. At the beginning of each fiscal year, Interpol and the ICC-OTP shall agree on the sum to be paid by ICC-OTP to cover in advance costs incurred by Interpol to provide services laid down in the agreement.
2. In order to take into account the possible evolution of services, this sum may be revised when necessary.

Article 7
Final Provisions

1. The present Co-operation Agreement shall enter into force ninety (90) days after the date on which it is signed by the Secretary General of Interpol and the Prosecutor of the International Criminal Court, subject to the approval of the Interpol General Assembly.
2. The provisions of the present Co-operation Agreement may be modified by mutual consent expressed in writing upon the request of one or both of the Parties.
3. Any dispute regarding the interpretation or implementation of the present Co-operation Agreement shall be resolved amicably by good faith negotiations between the Parties.
4. The Co-operation Agreement may also be revoked by either Party by giving six months' prior notice in writing to the other Party. The access of ICC-OTP to Interpol telecommunications network and databases shall terminate once the Co-operation Agreement ceases to be in force or under the conditions set forth in the Appendix, whichever occurs sooner. If and when the present Agreement is terminated, all information communicated by the ICC-OTP to Interpol shall be deleted from Interpol's files and Interpol member countries shall be consequently informed.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the respective Parties, sign the present Co-operation Agreement in duplicate, in English on the dates appearing under their respective signature.

For the International Criminal Police
Organization - Interpol


On behalf of the Secretary General
Jean-Michel Louboutin
Executive Director Police Services

Date: 22 décembre 2004.

For the Office of the Prosecutor of the
International Criminal Court


Serge Brammertz
Deputy Prosecutor

Date: 22/12/04

Appendix

**SPECIAL AGREEMENT CONCERNING ACCESS BY THE ICC-OTP
TO INTERPOL'S TELECOMMUNICATIONS SYSTEM AND DATABASES**

**Article 1
Purpose of the Agreement**

The purpose of this agreement is to specify the terms and conditions under which the ICC-OTP and its designated point of contact shall have access to and use of the Interpol communications network and databases. References to the ICC-OTP in this agreement shall be deemed to include ICC-OTP's designated point of contact.

**Article 2
Conditions of Use**

1. The ICC-OTP may use the Interpol telecommunications system to exchange electronic messages with Interpol or any other agency responsible for combating international ordinary law crime and to consult Interpol's criminal databases provided that:
 - a. Interpol approves in advance the hardware, software and services used by the ICC-OTP to access Interpol's telecommunications network and databases;
 - b. The ICC-OTP installs equipment that guarantees secure management and access for police information exchanged or received through Interpol's telecommunications network;
 - c. The ICC-OTP uses the network and information obtained from it:
 - solely for the purposes of crime prevention and criminal justice, as covered by Article 2 of Interpol's Constitution and within the limits of Article 3 of the Constitution,
 - within the limits of the ICC-OTP's mandate, and
 - in conformity with the limits of Interpol's requirements in terms of confidentiality and security measures as set forth in the 'Rules on the processing of information for the purposes of international police co-operation', in the '*Rules Governing Access by an Intergovernmental Organization to the Interpol Telecommunications Network and Databases*' and in the '*Security Charter*' copies of which are attached;

Appendix

- d. The ICC-OTP bears all the costs involved in accessing and using Interpol's telecommunications network and databases, particularly the costs of acquiring and maintaining the required equipment, the costs of being connected to the Interpol network, and the costs for transmitting and receiving messages;
- e. The ICC-OTP complies with elementary data-protection principles, especially in connection with the accuracy, updating and deletion of police information exchanged or received through Interpol's telecommunications network;
- f. The ICC-OTP complies with the restrictions imposed on forwarding police information, under the conditions laid down in Article 3 below;
- g. The ICC-OTP accepts and agrees to comply with the '*Rules on the processing of information for the purposes of international police co-operation*', it being understood that these rules will apply mutatis mutandis to the ICC-OTP and may be completed by Implementing Rules or modified by Interpol at any time, and it being further understood that Interpol undertakes to provide the ICC-OTP with new and/or updated rules or regulations as they become available;
- h. The ICC-OTP provides Interpol with any statistics that the Organization may request concerning the use of the telecommunications network.

Article 3

Forwarding police information

- 1. The ICC-OTP may only forward police information obtained through Interpol channels to authorized addressees provided that it complies with all the following conditions: the ICC-OTP accepts and agrees to comply with any restrictions on forwarding police information that may be required by Interpol, including in particular those specified in the '*Rules on the processing of information for the purposes of international police co-operation*' and in the '*Rules Governing Access by an Intergovernmental Organization to the Interpol Telecommunications Network and Databases*', it being understood that these restrictions may be cancelled or modified at any time.
- 2. The ICC-OTP will forward information under the same conditions as the original transmission.
- 3. The ICC-OTP will systematically specify to the addressee the source of the information being forwarded.
- 4. If called upon to reply directly to a legal entity or private individual requesting access to an item of police information received from Interpol, the ICC-OTP will provide Interpol with a copy of its reply.

Appendix

Article 4
Rights and Obligations of the Parties

1. Interpol may take any appropriate steps, in consultation with the ICC-OTP, in order to:
 - a. ensure that the ICC-OTP acquires and installs the equipment enabling it to fulfil its commitments to Interpol, in conformity with Article 2(c) above;
 - b. ensure that the ICC-OTP does not have access to information that is not authorized to consult;
 - c. inform any entity that supplies information entered in an Interpol database which is likely to be consulted directly by the ICC-OTP that the ICC-OTP has been authorized to consult Interpol databases;
 - d. ensure that, in the event ICC-OTP's right to access Interpol's telecommunications network or databases has been waived or withdrawn, the ICC-OTP does indeed no longer have access to them.
2. The ICC-OTP is obliged to co-operate fully with Interpol in its exercise of the foregoing rights.

Article 5
Duration of the Agreement

1. Interpol may, at any time, cancel ICC-OTP's authorization to access Interpol's telecommunications network or databases:
 - a. without notice if the ICC-OTP fails to fulfil an obligation towards Interpol, or
 - b. with six months' notice in other cases.
 2. The ICC-OTP may, at any time, waive its right to access Interpol's telecommunications network and databases.
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