

CO-OPERATION AGREEMENT

BETWEEN

**THE INTERNATIONAL CRIMINAL
POLICE ORGANIZATION
(ICPO-INTERPOL)**

AND

**THE CARIBBEAN COMMUNITY
(CARICOM)**

Preamble

The International Criminal Police Organization-INTERPOL (hereinafter referred to as INTERPOL) represented by its Secretary General

And

The Caribbean Community (hereinafter referred to as CARICOM) represented by its Secretary-General

Hereinafter referred to as the Parties,

Wishing to co-ordinate their efforts within the framework of the missions assigned to them;

Recognizing that INTERPOL is an independent intergovernmental organization responsible for ensuring the promotion of 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, and for the establishment and development of all institutions likely to contribute effectively to the prevention and suppression of ordinary law crimes in accordance with its Statute;

Having in mind that under its Constitution it is strictly forbidden for INTERPOL to undertake any intervention or activities of a political, military, religious or racial character;

Recognizing that CARICOM is an intergovernmental organization established by Treaty and comprising fifteen Member States committed to improving standards of living and work; the full employment of labour and other factors of production; accelerated, coordinated and sustained economic development and convergence; the expansion of trade and economic relations with third States; enhanced levels of international competitiveness; organization for increased production and productivity; the achievement of a greater measure of economic leverage and effectiveness of Member States in dealing with third States, groups of States and entities of any description; the enhanced co-ordination of Member States' foreign and foreign economic policies; and enhanced functional co-operation;

Recalling that the Conference of Heads of Government of CARICOM, at its Twenty-Sixth Meeting, held in Saint Lucia in July 2006, convinced that a cooperative approach by the Community would be an effective way to confront

and address crime and security issues, approved the establishment of a Management Structure for its Crime and Security Agenda that includes a Council of Ministers Responsible for National Security and Law Enforcement, an Implementation Agency for Crime and Security and Standing Committees of Commissioners of Police, Chiefs of Immigration, Chiefs of the Military and Comptrollers of Customs;

Recalling further that in pursuance of this cooperative approach and further implementation of the crime and security agenda, the Conference of the Heads of Government, at its Twenty-Seventh Meeting held in St Kitts and Nevis in July 2006, *inter alia*, concluded a Memorandum of Understanding on Sharing of Intelligence and a Treaty on Security Assistance among CARICOM Member States and agreed to introduce an Advance Passenger Information System and establish a Joint Regional Communication Centre and approved the establishment of a Regional Intelligence Fusion Centre;

Recalling in particular the role of the CARICOM Implementation Agency for Crime and Security (IMPACS), an Institution of CARICOM created by Intergovernmental Agreement among the Member States of CARICOM in July 2006, with primary responsibility for the implementation of actions designed to ensure the realization of the objectives of the regional crime and security agenda as agreed by Conference;

Considering that INTERPOL is pursuing the goal of developing enhanced cooperation with other international and regional organizations;

Recognizing accordingly the desirability of INTERPOL and CARICOM co-operating in combating transnational ordinary law crime in the Caribbean region;

Recognizing the desirability of achieving effective co-ordination of the activities of both organizations, and of avoiding the overlapping and duplication of activities;

Have agreed on the following:

Article 1
Purpose

The purpose of the present Cooperation Agreement is to establish a framework for cooperation between the Parties, within their respective competencies and subject to their respective rules and regulations.

Article 2
Mutual Consultation

1. INTERPOL and CARICOM will consult regularly on policy issues and matters of common interest for the purpose of realizing their objectives and coordinating their respective activities.
2. INTERPOL and CARICOM will exchange information on developments in any of their fields and projects that are of mutual interest and will endeavor to take each other's 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 INTERPOL and CARICOM 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 3
Exchange of information

1. INTERPOL and CARICOM agree to combine their efforts within their respective mandate and regulations to achieve the best use of all available information for the purposes of the prevention or suppression of transnational ordinary law crime.
2. Subject to such arrangements as may be necessary for the safeguarding of the security, confidentiality and processing conditions of information exchanged between INTERPOL and CARICOM in the context of this Agreement, INTERPOL and CARICOM agree to the complete and prompt exchange of information and documents concerning matters of common interest, within the framework of activities and objectives of each Party.
3. Information exchanged between INTERPOL and CARICOM shall be used exclusively for the purposes of the present Agreement, with due respect for national laws and international law.
4. The provision of information by INTERPOL to CARICOM shall be subject to INTERPOL's rules and regulations. The provision of information by CARICOM to INTERPOL shall be subject to CARICOM's rules and regulations.
5. When providing information, each Party shall use their best effort to ensure that it is accurate, relevant and up to date. Prior to the use of any information

provided by one Party, the other Party must check with the providing Party that the information is still accurate and relevant.

6. INTERPOL shall facilitate access by CARICOM to INTERPOL's telecommunications system. Direct access by CARICOM to INTERPOL's telecommunications system shall be in accordance with the provisions of the present Agreement and its Appendix 1. Access to INTERPOL's telecommunications system is granted only to the entity designated by CARICOM pursuant to Article 8 of this Agreement.

Article 4 **Reciprocal Representation**

1. Arrangements shall be made for reciprocal representation at INTERPOL and CARICOM 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 CARICOM shall each designate a person to act as a focal point with a view to ensuring the implementation of the provisions of the present Cooperation Agreement.

Article 5 **Technical Cooperation**

1. INTERPOL and CARICOM shall, in the interest of their respective activities, seek each other's expertise and resources to optimize the effects of such activities.

2. At INTERPOL's request, CARICOM shall endeavour to review projects at national, regional, and global levels in order to provide comments and suggestions appropriate to its domain of expertise.

3. By mutual agreement, CARICOM may partner with INTERPOL in the development and execution of programmes, projects, and activities, relating particularly to crimes and offences for the purposes of law enforcement within the region.

Article 6
Administrative co-operation

1. INTERPOL and CARICOM recognize the desirability of co-operation in administrative matters of mutual interest.
2. INTERPOL and CARICOM shall consult, from time to time, concerning the most efficient use of facilities, staff and services with a view to avoiding the establishment and operation of overlapping facilities and services. They shall also consult to explore the possibility of establishing common facilities or services in specific areas, with due regard for cost savings.
3. INTERPOL may provide services to CARICOM in order to combat offences directed against CARICOM, subject to the conditions mentioned in Appendix 2. INTERPOL and CARICOM may agree on additional arrangements in relation to issues of safety of international organizations.

Article 7
Training

1. CARICOM shall endeavor to support, as appropriate and in consultation with INTERPOL, the development for training assistance to police officers and other law enforcement officers.
2. Both organizations shall consult each other to gather their efforts in this domain, share expertise, avoid duplication and promote the eventual training tools developed by each of them.

Article 8
Relationship between IMPACS and INTERPOL

1. CARICOM designates IMPACS as the entity which is granted direct access to INTERPOL's telecommunications system as referred to in Article 3 and in accordance with the present agreement and its Appendix 1.
2. INTERPOL and IMPACS may examine in particular the possibilities of enhancing the search capability of IMPACS to monitor possible persons of interest or fraudulent documents to avoid their slipping through the region of the Caribbean Community.

3. INTERPOL and IMPACS may provide information to each other where relevant to the purposes of law enforcement in compliance with the principles expressed in Article 3(6).

Article 9
Personnel arrangements

Subject to their relevant internal regulations, INTERPOL and CARICOM may examine the possibility of organizing the exchange of personnel on a temporary basis. Both Parties will enter into special agreements, if necessary, for that purpose.

Article 10
Exchange of liaison officers

1. The Parties agree that the co-operation as laid down in this Agreement may be enhanced through either or both Parties stationing (one or more) liaison officer(s) with the other. The liaison officers' tasks, rights and obligations as well as details regarding their stationing will be laid down in a Memorandum of Understanding to be concluded between the Secretary-General of CARICOM and the Secretary General of INTERPOL.
2. The Parties will arrange for all necessary facilities, such as office space and telecommunications equipment to be provided to such liaison officers within their premises. The costs of telecommunication shall be borne by the sending Party.
3. The archives of the liaison officer shall be inviolable from any interference by the other Party's officials. These archives shall include all records, correspondence, documents, manuscripts, computer records, photographs, films and recordings belonging to or held by the liaison officer.
4. Each Party shall permit the liaison officer of the other Party within its own premises to communicate freely for all official purposes and protect his right to do so. The liaison officer(s) shall have the right to use codes and to dispatch and receive official correspondence and other official communications by courier or in sealed bags, subject to the respective privileges and immunities applicable.
5. Each Party shall ensure that its liaison officer(s) has speedy access to its own information which is necessary to fulfil his tasks while stationed at the other Party.

6. Each party shall ensure, by way of consultation that the liaison officer benefit from the privileges and immunities normally or usually accorded for the performance of his/her functions.

Article 11
Implementation

INTERPOL and CARICOM may, for the purposes of implementing this Agreement, enter into arrangements or conclude further agreements as may be found appropriate.

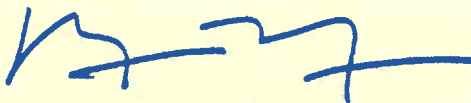
Article 12
Entry into force, modification, and duration

1. The present Cooperation Agreement shall enter into force 60 days after its signature by the Secretary-General of CARICOM and the Secretary General of INTERPOL, subject to the approval of the Conference of the Heads of Government of the Caribbean Community and of INTERPOL's General Assembly.

2. The present Cooperation Agreement may be modified by mutual consent expressed in writing. It may also be revoked by either Party by giving six months' notice to the other Party.

In witness whereof, the Secretary General of the International Criminal Police Organization-INTERPOL and the Secretary General of CARICOM have signed the present Cooperation Agreement in two original copies, in English on the dates appearing under their respective signatures.

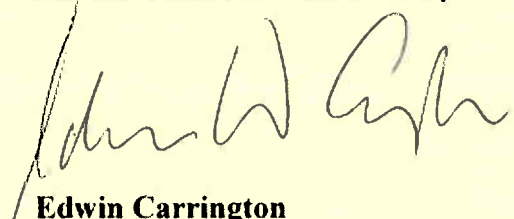
**For the International Criminal Police
Organization (INTERPOL)**



Ronald K. Noble
Secretary General

Date: 19/03/2009

For the Caribbean Community



Edwin Carrington
Secretary-General

Date: 25 FEB 2009

**SPECIAL AGREEMENT CONCERNING ACCESS BY CARICOM 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 CARICOM and its designated point of contact shall have access to and use of the INTERPOL communications network and databases. References to CARICOM in this agreement shall be deemed to include CARICOM's designated entity and focal point.

Article 2

Conditions of Use

CARICOM 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 CARICOM to access INTERPOL's telecommunications network and databases;
- (b) CARICOM installs equipment that guarantees secure management and access for police information exchanged or received through INTERPOL's telecommunications network;
- (c) CARICOM 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 CARICOM'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;
- (d) CARICOM 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;

Appendix 1

- (e) CARICOM 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) CARICOM complies with the restrictions imposed on forwarding police information, under the conditions laid down in Article 3 below;
- (g) CARICOM 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 to CARICOM and may be complemented by Implementing Rules or modified by INTERPOL at any time, and it being further understood that INTERPOL undertakes to provide CARICOM with new and/or updated rules or regulations as they become available;
- (h) CARICOM provides INTERPOL with any statistics that the Organization may request concerning the use of the telecommunications network.

Article 3

Forwarding police information

1. CARICOM may only forward police information obtained through INTERPOL channels to authorized addressees provided that it complies with all the following conditions: CARICOM 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. CARICOM will forward information under the same conditions as the original transmission.
3. CARICOM 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, CARICOM will provide INTERPOL with a copy of its reply.

Article 4
Rights and Obligations of the Parties

1. INTERPOL may take any appropriate steps, in consultation with CARICOM, in order to:
 - (a) ensure that CARICOM acquires and installs the equipment enabling it to fulfil its commitments to INTERPOL, in conformity with Article 2(c) above;
 - (b) ensure that CARICOM 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 CARICOM that CARICOM has been authorized to consult INTERPOL databases;
 - (d) ensure that, in the event CARICOM's right to access INTERPOL's telecommunications network or databases has been waived or withdrawn, CARICOM does indeed no longer have access to them.
2. CARICOM 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 CARICOM's authorization to access INTERPOL's telecommunications network or databases:
 - (a) without notice if CARICOM fails to fulfil an obligation towards INTERPOL, or
 - (b) with six months' notice in other cases.
2. CARICOM may, at any time, waive its right to access INTERPOL's telecommunications network and databases.

**GENERAL CONDITIONS FOR CO-OPERATION
WITH INTERGOVERNMENTAL ORGANIZATIONS
IN COMBATING OFFENCES DIRECTED AGAINST THOSE ORGANIZATIONS**

The ICPO-INTERPOL hereby places at the disposal of intergovernmental organizations so requesting them, and undertaking to accept the general conditions set out in the present instrument, a certain number of services.

Article 1
Purpose

1. The services offered by the ICPO-INTERPOL under the present "General Conditions" help to provide intergovernmental organizations and their staff with security from those committing criminal acts, especially acts of terrorism.
2. The ICPO-INTERPOL offers these services for the purpose of preventing and suppressing offences against intergovernmental organizations.

Article 2
Checks

1. Any intergovernmental organization may ask the INTERPOL General Secretariat to carry out checks, via its secure police-information system, for the purpose set out in Article 1.
2. Any request from that organization for checks to be carried out for the purpose set out in Article 1 shall also be transmitted by the General Secretariat to the National Central Bureau of the country of which the person concerned is a national or a resident, which will decide on any further action to be taken, in conformity with current national legislation.

Article 3
Definitions

For the purposes of the present instrument, an intergovernmental organization is any international organization established by a treaty or by any other instrument governed by international public law and having legal personality.

Article 4
Conditions

Any intergovernmental organization may ask the ICPO-INTERPOL General Secretariat to carry out the checks described in Article 2 above, via INTERPOL's secure police-information system, provided that:

- (a) The request for checks to be carried out is in conformity with the rules to which the organization is subject;

Appendix 2

- (b) The person who is the subject of the checks has been informed and has consented to the request for checks to be carried out;
- (c) The results of the checks are used solely for the purposes set out above;
- (d) The results of the checks are not subsequently transmitted to the person concerned, or to any other entity, without the authorization of the information source.

Article 5

Communicating the results of the checks

1. All intergovernmental organizations requesting checks to be carried out by the General Secretariat in conformity with Article 2(1) above will be informed of the results of the checks, in conformity with the provisions of the Rules on the processing of information for the purposes of international police co-operation and their Implementing Rules.
2. Any intergovernmental organization which has asked the General Secretariat to have checks carried out in accordance with Article 2(2) will be directly informed of the result of the checks by the State of which the person concerned is a national or a resident, in conformity with current national legislation.

Article 6

Procedure

1. Any intergovernmental organization wishing to use the services referred to in Article 2 above should notify the Secretary General of its acceptance of the present General Conditions.
2. The Secretary General shall act as depositary for all acceptance agreements.

Article 7

Entry into force

The measures set out in the present instrument will become effective 90 days at the latest following receipt of notification of the acceptance agreement from the intergovernmental organization concerned.

Article 8

Termination of the acceptance agreement

1. Either INTERPOL or the organization concerned may unilaterally terminate the acceptance agreement with twelve months' notice.
2. If the present general conditions and the texts to which they refer are not observed, INTERPOL may, at any time and without notice, suspend or interrupt the services provided by INTERPOL for the intergovernmental organization concerned.
