



**UNESCO-INTERPOL
SPECIAL ARRANGEMENT IN ACCORDANCE WITH ARTICLE 4 (4) OF THE
COOPERATION AGREEMENT**

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION

(hereinafter referred to as “ UNESCO ”)

and

THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION

(hereinafter referred to as “ INTERPOL ”),

Hereinafter referred to as “the Parties”

Have agreed as follows:

ARTICLE 1 PURPOSE

According to the recommendations issued from the meeting on Iraqi cultural heritage held at INTERPOL Headquarters on 5 and 6 May 2003, UNESCO and INTERPOL agree to take immediate action for the establishment and compilation of a centralized database on Iraqi ‘missing’ (stolen and/or illicitly exported) cultural property.

Within the framework of the UNESCO-INTERPOL Cooperation Agreement, an *ad-hoc* project of mutual interest for UNESCO and INTERPOL targeting the cultural heritage of Iraq and in particular the fight against its illicit trafficking, shall be devised.

For this project the two Parties accept the following terms and responsibilities.

ARTICLE 2 UNESCO RESPONSIBILITIES

UNESCO shall:

- a) Gather data through assessment missions to be conducted, within the financial resources available, with the support of the appropriate Iraqi authorities.

mm

hd

- b) Collect data from the major scientific institutions and UNESCO partner institutions and coordinate the flow of data from different databases.
- c) Such data gathered and collected through (a) and (b) should cover and reflect the 'past' (before the conflict outbreak : timeframe to be jointly defined) and the 'current' situations of the cultural property in Iraq.
- d) Identify the objects currently 'missing' through comparative assessment of the data gathered and collected through (a) and (b).
- e) Forward the information on the currently missing objects (d) to the INTERPOL General Secretariat, as far as possible in the format of the Interpol database.

ARTICLE 3 INTERPOL RESPONSIBILITIES

INTERPOL shall, within the resources available:

- a) Provide UNESCO with the technology that enables it to compile the information on missing cultural objects from Iraq in the format of the Interpol database.
- b) Ensure the quality control of data received by UNESCO to ensure, among other things: (i) the relevance of the information with regard to investigation purposes; (ii) that all specific fields of information have been appropriately completed in the database; and (iii) that no duplication of information occurs, as much as possible, under different entries;
- c) Identify from a legal perspective the 'missing' objects as stolen and/or illicitly exported, according to the Iraqi law at the time of the event (theft and/or illicit exportation);
- d) Ensure the storage of data on such 'missing objects' provided by UNESCO or other relevant institutions (ICOM and INTERPOL National Central Bureau) on the INTERPOL Database;
- e) INTERPOL shall allow UNESCO to access directly any police information stored by INTERPOL which is within the competence of UNESCO, by any appropriate electronic means including via the INTERPOL network or its website. UNESCO's justification for such access shall be deemed acquired by virtue of the existing cooperation agreement between Interpol and UNESCO.

It is understood that INTERPOL shall facilitate UNESCO connection to INTERPOL network and provide the technical assistance necessary to ensure the security of communication within the scope of the Appendix referred to under Article 4 (a) of the present Special Arrangement.

ARTICLE 4 JOINT RESPONSIBILITIES

- a) UNESCO and INTERPOL will consult each other for the implementation of the joint project and, in particular, on the timeframe and the criteria of accessibility to the information on missing objects.
- b) UNESCO's direct access to Interpol's telecommunications network and Stolen Work of Art database shall be in accordance with the Appendix to the present Special Arrangement.
- c) Taking into account that UNESCO shall ensure, in conformity with its mandate, the immediate action in collecting data on Iraqi cultural heritage, UNESCO shall develop a database, compatible with the Interpol requirements for processing data. It being understood that Interpol will provide the necessary information to that purpose.

ARTICLE 5 ENTRY INTO FORCE

This special arrangement, drawn up in accordance with article 4 (4) of the Cooperation Agreement, shall enter into force upon signature, except for Article 4 (b) above, which shall become effective upon approval by the Interpol General Assembly. It may be revoked by either Party by giving six months written notice to the other Party.

In faith whereof the representatives of both Parties have signed this Agreement.

Done in PARIS on 08 July 2003, in two original copies in English.

For INTERPOL

Mr Willy Deridder
Executive Director
of INTERPOL's Police Services

Signature _____

For UNESCO

Mr Mounir Bouchenaki
Assistant-Director General for Culture

Signature _____

**AGREEMENT CONCERNING ACCESS BY UNESCO TO INTERPOL'S
TELECOMMUNICATIONS SYSTEM
AND STOLEN WORK OF ART DATABASE**

1. Purpose of the Agreement

The purpose of this agreement is to specify the terms and conditions under which UNESCO and its designated point of contact shall have access to and use of the INTERPOL communications network and Stolen Work of Art database.

2. Conditions of Use

UNESCO 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 Stolen Work of Art database provided that:

2.1. UNESCO uses the network and information obtained from it:

- 2.1.1. solely for the purposes of prevention and law enforcement with regard to international ordinary law crime, as covered by Article 2 of INTERPOL's Constitution and within the scope of Article 3 of the Constitution,
- 2.1.2. in conformity with the scope of INTERPOL's requirements in terms of confidentiality and security measures as set forth in the rules and regulations listed in paragraph 2.6, below,
- 2.1.3. and within the scope of the UNESCO's aims;

2.2. UNESCO installs equipment that guarantees secure management and access for police information exchanged or received through INTERPOL's telecommunications network;

2.3. UNESCO 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, provided that INTERPOL approves in advance the hardware, software and services used by UNESCO to access INTERPOL's telecommunications network and databases.



- 2.4. UNESCO 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;
- 2.5. UNESCO complies with the requirements imposed on forwarding information, under the conditions laid down in Article 3 below;
- 2.6. UNESCO accepts and agrees to comply with the following rules and regulations, copies of which are attached, it being understood that these rules and regulations will apply *mutatis mutandis* to UNESCO and may be modified by INTERPOL when required, and it being further understood that INTERPOL undertakes to provide UNESCO with new and/or updated rules or regulations as they become available:
- 2.6.1 the Rules Governing Access by an Intergovernmental Organization to the INTERPOL Telecommunications Network and Databases,
 - 2.6.2 the Rules on International Police Co-operation and the Internal Control of INTERPOL's Archives,
 - 2.6.3 the Rules Governing the Database of Selected Information and Direct Access by NCBS to that Database, and
 - 2.6.4 INTERPOL's Telecommunications Regulations;
- 2.7. UNESCO provides INTERPOL with any statistics that the INTERPOL may request concerning the use of its telecommunications network.

3. Forwarding information

UNESCO may only forward information obtained through INTERPOL channels to authorized addressees in compliance with all the following conditions:

- 3.1. UNESCO accepts and agrees to comply with any restrictions on forwarding information that may be required by INTERPOL, including in particular those specified in the rules and regulations in article 2.6, above, it being understood that these requirements may be cancelled or modified at any time;
- 3.2. UNESCO will forward information under the same conditions as the original transmission;
- 3.3. UNESCO will systematically specify to the addressee the source of the information being forwarded;

MM

10

4. Rights and Obligations of the Parties

4.1 INTERPOL may take any steps needed to:

- 4.1.1. ensure that UNESCO acquires and installs the equipment enabling it to fulfill its commitments to INTERPOL, in conformity with Article 2.3 above;
- 4.1.2. ensure that UNESCO not have access to information that is not authorized to consult;
- 4.1.3. inform any entity that supplies information entered in an INTERPOL database which is likely to be consulted directly by UNESCO that UNESCO has been authorized to consult INTERPOL's Stolen Work of Art database;
- 4.1.4. ensure that, in the event UNESCO's right to access directly the INTERPOL's telecommunications network or databases has been waived or withdrawn, UNESCO does indeed no longer have access to them.

4.2. UNESCO shall cooperate fully with INTERPOL in its exercise of the foregoing rights and obligations.

5. Duration of the Agreement

5.1. INTERPOL may, at any time, cancel UNESCO's authorization to access INTERPOL's telecommunications network or Stolen Work of Art database:

- 5.1.1. without notice if UNESCO fails to fulfill an obligation towards INTERPOL, or
- 5.1.2. with three months' notice in other cases provided the reasons are duly explained to UNESCO, being understood that such explanations do not grant any right for UNESCO to challenge INTERPOL's decision or to claim any rights resulting from this decision.

5.2. UNESCO may, at any time, waive its right to access INTERPOL's telecommunications network and Stolen Work of Art database.

MB

W