



## **CO-OPERATION AGREEMENT**

**BETWEEN**

**THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY**

**AND**

**THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION -  
INTERPOL**

## **Preamble**

**The Southern African Development Community** (hereinafter referred to as SADC);

and

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

Hereinafter collectively referred to as the Parties;

**Bearing in mind** the aims of INTERPOL set out in Article 2 of the INTERPOL Constitution;

**Bearing in mind** the principles and objectives of SADC set out in Articles 4.b and 5.1.c of the SADC Treaty and the provision of the Protocol on Politics, Defense and Security Co-operation;

**Bearing in mind** the objectives of SARPCCO set out in Article 4 of the SARPCCO Constitution;

**Wishing** to co-ordinate their efforts in fulfilling the common objectives of SARPCCO and INTERPOL;

**Considering** Article 41 of the INTERPOL Constitution;

**Considering** Article 10.2 of the Protocol on Politics, Defense and Security Co-operation;

**Considering** Article 8.1 of the SARPCCO Constitution providing that the SADC Secretariat shall provide secretariat services to SARPCCO and may enter into agreements with other international organizations for the provision of secretarial services;

**Given** the role of the INTERPOL Regional Bureau in Harare, Zimbabwe (hereinafter referred to as RB Harare) in respect of police cooperation;

**Convinced** that there is a need to formalize the relations between SADC and INTERPOL in respect of police co-operation; and to define the nature of the tasks to be carried out by RB Harare without prejudice to its mission and obligations as part of the INTERPOL General Secretariat;

**Now therefore** the Parties agree as follows:



## **Purpose of the Agreement**

The purpose of this Agreement is to provide and establish a framework for operational police co-operation between the Parties and to determine the secretarial functions that can be provided on behalf of SADC, to SARPCCO by INTERPOL, through RB Harare.

### **Article 1 Provision of Secretarial Services**

1. The Head of RB Harare shall be the Co-ordinator of SARPCCO Secretariat for purposes of this Agreement.
2. The Co-ordinator of SARPCCO Secretariat shall report to SADC on SARPCCO activities on a quarterly basis.

### **Article 2 Co-ordination and Planning of Areas of Common Interest of the Parties**

INTERPOL undertakes to ensure that RB Harare assists SARPCCO in establishing and planning projects and operational activities that come within the areas of common interest of the Parties.

### **Article 3 Co-ordination and Monitoring of bilateral or multilateral Police Operations conducted through SARPCCO**

1. RB Harare shall be kept informed of all bilateral or multilateral police operations conducted through SARPCCO, so as to allow RB Harare to take all the necessary measures and to make appropriate proposals aimed at ensuring the smooth running of the operations.
2. INTERPOL undertakes to ensure that RB Harare assists in identifying, coordinating and facilitating SARPCCO joint operations, joint investigations and other activities aimed at the prevention and the combating of crime.
3. The co-ordination and monitoring of bilateral and multilateral police operations conducted through SARPCCO shall take place via the telecommunications network of INTERPOL through RB Harare.



4. INTERPOL undertakes to ensure:

- (i) That RB Harare facilitates the timely exchange of police information between the INTERPOL National Central Bureaus of the SADC Member States and the INTERPOL General Secretariat including Regional Bureaus other than RB Harare;
- (ii) That RB Harare assists SARPCCO in collecting, collating and analyzing police information from the SADC Member States.

**Article 4  
Training**

1. INTERPOL undertakes to ensure that RB Harare assists in the identification of specialized regional training needs.
2. INTERPOL undertakes to ensure that RB Harare assists in the identification and promotion of best practices in the field of law enforcement in SADC Member States.

**Article 5  
Funding**

1. SADC shall assist in sourcing funding for training common to INTERPOL and SARPCCO, joint police operations and meetings.
2. INTERPOL shall not cover the travel and accommodation costs of any participants attending technical or operational SARPCCO meetings, and training courses organized by SARPCCO on the premises of RB Harare.
3. SADC shall cover all conference costs in connection with technical or operational meetings and training courses organized by SARPCCO.

**Article 6  
Premises**

1. INTERPOL shall place at the disposal of SARPCCO the premises of RB Harare as necessary for the purpose of holding technical or operational SARPCCO meetings, and training courses organized by SARPCCO.
2. RB Harare and SARPCCO shall consult each other beforehand, at the necessary level, to ensure that best possible use is made of the premises.
3. Participants at meetings and training courses organized by SARPCCO on the premises of RB Harare may not, under any circumstances, claim the privileges and immunities conferred on INTERPOL by the Republic of Zimbabwe under the terms of the Headquarters Agreement relating to RB Harare.

**Article 7  
Privileges and Immunities**

In order to assist INTERPOL officials in coordinating the activities of SARPCCO, SADC shall accord INTERPOL privileges and immunities under Article 7 of the SADC Protocol on Privileges and Immunities.

**Article 8  
Liability**

SADC shall be liable for any damage or prejudice for the functions that INTERPOL assumes for SARPCCO in execution of this Agreement, unless such damage or prejudice emanates from gross negligence or willful action on the part of INTERPOL.

**Article 9  
Amendment**

This Agreement may be amended in writing by mutual consent by the duly authorized representatives of both Parties.

**Article 10  
Termination**

This Agreement may be terminated by either party upon giving the other Party six month's notice in writing.

**Article 11  
Dispute Resolution**

All disputes arising out of this Agreement shall be resolved by negotiation.

**Article 12  
Entry into Force**

This Agreement shall enter into force at the latest 30 days after it is signed by the duly authorized Representative of SADC and the INTERPOL Secretary General, subject to the approval of the INTERPOL General Assembly and SADC respectively.



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In witness thereof, the duly authorized Representative of SADC and the Secretary General of INTERPOL have signed this Agreement in two original copies on the dates appearing under their respective signatures.



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**Dr. Tomaz Augusto Salemao**  
**Executive Secretary**  
**Southern African Development**  
**Community**

on April 26, 2011  
(date)

in babarone  
(place)



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**Ronald K. Noble**  
**Secretary General**  
**International Criminal Police**  
**Organization - INTERPOL**

on 19 - 2 - 2012  
(date)

in Lyon  
(place)