



#### **MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

# THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION-INTERPOL

#### AND

THE COMMONWEALTH OF AUSTRALIA

A

#### **Preamble**

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

and

The Government of Australia represented by the National Integrity of Sport Unit (hereinafter referred to as the NISU), represented by Mr. Andrew Godkin – First Assistant Secretary

Hereinafter referred to as the Parties.

Wishing to coordinate 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 the NISU was established by the Australian Government to provide national oversight, monitoring and coordination of efforts to protect the integrity of sport in Australia from threats including doping, match-fixing and other forms of corruption, and that it represents the sovereign State of the Commonwealth of Australia, which is a Member of INTERPOL;

**Recognizing** accordingly the desirability of INTERPOL and the NISU of cooperating in safeguarding the integrity of sport, fighting against match-fixing or any other manipulation of sport competitions;

Have agreed on the following:

### Article 1 PURPOSE

The purpose of this Memorandum of Understanding is to establish a framework for cooperation in training between the Parties, within their respective competencies and subject to their respective rules and regulations.

#### Article 2 FRAMEWORK OF THE COOPERATION

The framework of the cooperation between the parties shall pertain to the following subject matter:

Integrity in sports including, but not limited to:

- fighting against the manipulation of sport competitions, Match-Fixing and illegal/irregular betting activities including the use of inside information;
- corruption of match officials, players and any associated persons (natural and legal persons);
- doping in sport; and
- related educational, informative and awareness-raising activities.

## Article 3 AREAS OF COOPERATION

- 1. Cooperation under this Memorandum of Understanding may include, but is not limited to:
  - Sharing of program, policy, educational tools and any other relevant resources or materials relating to integrity of sport matters;
  - Sharing of experiences in relation to the implementation of sport integrity initiatives, policies and programs;
  - Exchange of skills, techniques and knowledge including best practice principles in relation to sports integrity matters such as government policies and programs;
  - Attendance and collaboration at sport integrity workshops, meetings or conferences organized by either Party which may include the opportunity for representatives of the Parties to share their knowledge and experience through participation in presentations, discussions, and expert panels; and
  - The exchange of any other information, experience or skills deemed appropriate by the Parties under this Memorandum of Understanding.

- This Memorandum of Understanding does not authorize INTERPOL to provide any personal data that has been processed through INTERPOL's channels for the purposes of international police cooperation nor does it authorize the NISU to disclose any personal data, other than in accordance with applicable privacy and other relevant laws;
- 3. Personal data means any data about an identified natural person or a person who may be identified by means that may reasonably be used;
- 4. Whenever they deem fit, having regard to the purpose of this Memorandum of Understanding, the Parties may establish working groups to address issues of common interest;
- 5. Any arrangements in respect to costs for any cooperation under this Memorandum of Understanding will be determined between the Parties on a case by case basis.

#### Article 4 CONSULTATION

When necessary, the Parties shall conduct consultations for the purposes of coordination and better efficiency of cooperation and interaction provided for in this Memorandum of Understanding. The Parties may also propose other cooperative fields and modalities based on the experience gained in the course of implementation of the provisions set forth in this Memorandum of Understanding.

### Article 5 IMPLEMENTATION

INTERPOL and the NISU may, for the purpose of implementing this Memorandum of Understanding, enter into arrangements or conclude further agreements as may be found appropriate.

# Article 6 ENTRY INTO FORCE, MODIFICATION AND DURATION

- This Memorandum of Understanding shall enter into force 60 days after its signature by the Minister responsible for the NISU and the Secretary General of INTERPOL.
- 2. This Memorandum of Understanding 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, duly authorized by the General Assembly, and the Minister for Sport for the Commonwealth of Australia have signed this Memorandum of Understanding in two original copies, in English on the dates appearing under their respective signatures.

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Organization (INTERPOL)

Name: BALE L. SHEEMAN

Tittle: DIRECTOR CAMENTY
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Date: 19/12/14

For the National Integrity of

Sport Unit (NISU)

Name: ANDREW C GODKIN

Tittle: FIRST ASSISTANT STRETARY
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Date: 19/12/2014