



COOPERATION AGREEMENT

BETWEEN

THE INTERNATIONAL TELECOMMUNICATION UNION

AND

THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION – INTERPOL

The International Telecommunication Union, hereinafter referred to as “ITU” or the “Union”,

And

The International Criminal Police Organization – INTERPOL, hereinafter referred to as “INTERPOL”,

Collectively and individually referred to as the “Parties” and “Party”, respectively,

Wishing to coordinate their efforts within the framework of the respective missions assigned to them,

Recognizing that INTERPOL is an independent international organization that aims to ensure and promote 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 to establish all institutions likely to contribute effectively to the prevention and suppression of ordinary law crimes,

Recognizing that one of the purposes of the ITU is to maintain and extend international cooperation among all its Member States for the improvement and rational use of telecommunications of all kinds as well as to promote participation of concerned entities in the activities of the Union and cooperation with regional and other organizations for the fulfilment of the purposes of the Union,

Bearing in mind that ITU, as the UN Specialized agency for Information and Communications Technologies (ICTs), has a role to play in building confidence and security in the use of ICTs as the facilitator of WSIS Action line C5, and, in accordance with its Plenipotentiary Conference Resolution 179 (Rev. Busan, 2014), has a role in raising awareness and sharing best practices on child online safety,

Mindful of INTERPOL’s initiative to further develop innovative support to its Members in their fight against cybercrime including online child exploitation,

Have agreed as follows:

Article 1

Purpose of the Agreement

1. ITU and INTERPOL undertake to cooperate, within the scope of their respective mandates and resources, in building confidence and security in the use of ICTs by engaging in the activities further described under Article 2 of this Agreement.
2. In implementing the Agreement, each Party shall act within their respective areas of competence. More specifically, the implementation of the Agreement by ITU shall not exceed beyond its mandate pertaining to building confidence and security in the use of ICTs, in accordance to Plenipotentiary Conference Resolution 130 (Rev. Busan, 2014) and to its role on child online protection in accordance to Plenipotentiary Conference Resolution 179 (Rev. Busan, 2014), whereas the implementation of the Agreement by INTERPOL shall not exceed its mandate as defined by article 2 of its Constitution which include activities pertaining to cybercrime and online child exploitation.

Article 2

Scope of activities

With due regard to their respective mandates, institutional settings, and operational frameworks, and for the purpose of implementing this Agreement, ITU and INTERPOL intend to cooperate by:

1. Designating and maintaining focal points to develop and coordinate communication between the Parties;
2. Sharing best practices, reports, publications, and training material produced by each organization or jointly within the scope of this agreement, (collectively, "Material"), in areas of mutual interest and competence, related to the scope of this Agreement;
3. Promoting capacity building efforts through mutual assistance, sharing of Material with their respective Memberships and relevant stakeholders in accordance with the rules and procedures of the respective organizations, and participating in training sessions and conferences on matters of mutual interest and competence;
4. Consulting each other on a regular basis, through the designated focal points, on the topics of mutual interest and competence that come within the scope of this Agreement.

Article 3

Stipulations for the exchange of Material

1. For the purpose of this agreement, the term Material does not involve any exchange of data and/or Personally Identifiable Information (PII), collected and/or stored in ITU and INTERPOL's databases.
2. Communication of Material by ITU to INTERPOL shall be subject to ITU's rules and regulations. Communication of Material by INTERPOL to ITU shall be subject to ITU's rules and regulations.
3. It is the responsibility of both Parties to ensure the proper security and confidentiality of certain Material exchanged within the framework of this Agreement marked as "confidential" or "proprietary" by a Party.
4. Each Party holds sole ownership over the training materials, publications, and other such work which they separately produce under the scope of this Agreement, unless otherwise agreed in writing. In this respect, each Party may upon request grant a license to the other Party to use such work to carry out the activities described in Article 1 above, subject to proper acknowledgment of the relevant Party's intellectual property rights.
5. Intellectual property rights over any joint work created by the Parties' collaborative activities under this Agreement, of which both Parties are the authors, will be jointly held by the Parties. Each of the Parties may use and reproduce this work separately, subject to an appropriate acknowledgement of the other Party's contribution to the work and provided that each Party will seek the written consent of the other before granting any license to a third party. Without prejudice to the above, any joint publication will be subject to a separate written agreement by the Parties.

Article 4

Review of activities – Amendment – Termination

1. The Parties shall assess the implementation of the present Agreement on a yearly basis and conduct consultations for the purposes of coordination and better efficiency of cooperation and interaction. In doing so, the Parties may also propose other cooperative fields and modalities, within the scope of their respective mandates and resources, subject to consultation with their respective governing bodies, and based on the experience gained in the course of implementation of the provisions set forth in the present Agreement.
 2. This Agreement may only be modified or supplemented pursuant to a written amendment mutually agreed to, signed and, as appropriate, approved, by both Parties. Any such amendment will be appended to this Agreement and will form an integral part thereof.
 3. This Agreement may be terminated by either Party by providing written notice thereof to the other Party at least thirty (30) days prior to the effective date of such termination.
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Article 5
Use of distinctive signs

1. In the framework of the implementation of the present Agreement, the use by ITU of INTERPOL's distinctive signs shall be subject to express authorization by the INTERPOL Secretary-General.
2. Similarly, the use by INTERPOL of ITU's distinctive signs shall be subject to ITU's express authorization.
3. Each Party may automatically revoke its authorization if it becomes known that the purpose for which it has given its agreement is likely to prejudice its reputation or image.

Article 6
Expenses

Financial obligations in carrying out the activities delineated in this Agreement will be determined by the Parties through mutual consultation and written agreement on a case-by-case basis and in accordance with the rules and regulations of each Party. In the absence of such separate written agreement between the Parties, the present Agreement does not impose any financial obligations on either Party, and any activities that may be conducted hereunder will be subject to and contingent upon the availability of sufficient staff, funds and other resources of each Party.

Article 7
Privileges and immunities

Nothing contained in or relating to this Agreement will constitute or be deemed or construed as a waiver, whether express or implied, of any of the privileges, immunities or facilities which both parties or any of their officials enjoy by virtue of the international agreements and national laws applicable to them.

Article 8
Settlement of disputes

Any disputes or disagreements between the Parties concerning the interpretation, implementation and application of this Agreement shall be settled amicably by good faith negotiations between the Parties.

Article 9

Provisional Application and Entry into force

1. The present Agreement shall be provisionally applied from the date on which it is signed by the duly authorized Secretaries General of ITU and of INTERPOL respectively.
2. It shall enter into force on the day following the exchange between the Parties of the instruments relating to the acts of formal confirmation by ITU and INTERPOL, as the case may be, and in accordance with the terms stipulated in those instruments.

In witness whereof, the undersigned, being duly authorized, have signed the present Cooperation Agreement in duplicate, in English, on the dates appearing under their respective signatures.

**For the International Telecommunications
Union – ITU**

**For the International Criminal Police
Organization – INTERPOL**

[ORIGINAL SIGNED]

[ORIGINAL SIGNED]

Houlin Zhao
Secretary-General

Jürgen Stock
Secretary-General

on.....26 March 2018.....

on.....26 March 2018.....

in.....Lyon, France.....

in.....Lyon, France.....