

# **MEMORANDUM of UNDERSTANDING**

## **Between**

The General Secretariat of the International Criminal Police Organization-INTERPOL

and

The Secretariat of the Organization for Security and Cooperation in Europe (OSCE)

in the area of Law Enforcement, Capacity Building and Training The International Criminal Police Organization-INTERPOL (hereinafter referred to as "INTERPOL"), represented by its General Secretariat (hereinafter referred to as "the INTERPOL General Secretariat")

and

the Organization for Security and Co-operation in Europe (hereinafter referred to as "the OSCE"), represented by its Secretariat (hereinafter referred to as "the OSCE Secretariat")

Hereinafter collectively referred to as "the Parties", individually as the "Party",

**Recognizing** that, pursuant to Article 2 of its Constitution, INTERPOL 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,

**Recognizing** that one of the six core priorities developed by INTERPOL in order to achieve its mandate is Capacity Building (Law Enforcement Training and Development),

Considering that it is in the common interest of INTERPOL and OSCE to contribute to police co-operation through strengthening training activities, capacity building and joint meetings for law enforcement officers,

Considering that Article 26(e) of INTERPOL's Constitution provides that the INTERPOL General Secretariat shall maintain contact with national and international authorities, and that it is empowered to enter into negotiations on a Memorandum of Understanding with the OSCE Secretariat for that purpose,

Have agreed as follows:

# Article 1

### PURPOSE

The purpose of this Memorandum of Understanding is to enhance co-operation between the OSCE Secretariat and the INTERPOL General Secretariat, to strengthen capacities related to transnational threats and to promote training activities for law enforcement officers, in particular through:

- information sharing on thematic areas of common interest, including training activities, etc.
- contributions and access to the INTERPOL Global E-Learning Centre (IGLC),
- contributions and access to OSCE's Policing Online Information System (POLIS),
- co-operating in developing, delivering and exchanging learning materials and tools, taking into account existing or future intellectual property rights by the Parties,
- organizing joint trainings, meetings and workshops to further enhance joint initiatives to combat crime in areas on which both organizations are focusing.

# Article 2

### **POINTS OF CONTACT**

- 1. Each Party shall designate a point of contact to co-ordinate continuous co-operation between the Parties.
- 2. The INTERPOL General Secretariat and the OSCE Secretariat, via their respective points of contact, shall consult each other regularly on policy issues and matters of common interest for the purpose of realizing their objectives and co-ordinating their respective activities.
- 3. The Parties, within the limits of their functions and for the purpose of the present Memorandum of Understanding, shall inform each other about new programmes, priorities and activities.
- 4. Meetings between the INTERPOL General Secretariat and the OSCE Secretariat will take place as often as necessary to discuss issues relating to their co-operation in general and, in particular
  - (a) the evaluation of their co-operation;
  - (b) aspects of future co-operation;
  - (c) the development of course materials;

- (d) the participation of INTERPOL officials in OSCE conferences, seminars and training courses, and in the development and the implementation of common curricula; and the participation of OSCE officials in INTERPOL training courses, seminars and conferences and in the development and the implementation of common curricula;
- (e) the respective contributions to the web-based learning platforms of each Party (IGLC and POLIS);

## Article 3

#### **ORGANIZATION OF TRAINING ACTIVITIES**

- 1. The Parties agree to co-operate in the organization of courses, seminars, conferences, common curricula, training activities and study tours.
- 2. The Parties shall, as far as possible and subject to such arrangements as may be deemed necessary, enable each other's access to all necessary facilities and equipment within their respective premises.

# Article 4

### **ACCESS TO WEB-BASED LEARNING PLATFORMS**

For the purposes of the present Memorandum of Understanding, each Party agrees to grant authorized staff from the other Party access to its web-based learning platform, if feasible at no costs, namely IGLC for INTERPOL, and POLIS for the OSCE.

## Article 5

### **COURSE MATERIAL AND COMMON CURRICULA**

- The Parties shall exchange course materials and common curricula for training activities, including e-learning materials and tools, and support each other in the development thereof.
- 2. The Parties shall inform each other regularly about learning resources made available in IGLC and POLIS as well as the development of new handbooks and training materials. Subject to such arrangements as may be necessary for safeguarding the security and confidentiality of information contained in those handbooks and training materials, each Party shall ensure its full and prompt communication to the other Party. The Parties shall ensure that those handbooks and training materials will not be used for any other purpose than training. This obligation shall not lapse upon the termination or expiration of this Memorandum of Understanding.

 Communication of such information and documents by the INTERPOL General Secretariat to the OSCE Secretariat shall be subject to INTERPOL's rules and regulations. Communication of such information and documents by the OSCE Secretariat to the INTERPOL General Secretariat shall be subject to OSCE's rules and regulations.

# Article 6 Use of Interpol's NAME

- Training programs and their certificates indicating the name of ICPO-INTERPOL shall be delivered only if it has been duly authorized by the INTERPOL General Secretariat in compliance with INTERPOL Training Quality Assurance.
- 2. The INTERPOL General Secretariat may automatically revoke the certificates if it becomes known that the purpose for which the INTERPOL General Secretariat has given its agreement is likely to prejudice the reputation or image of the Organization.
- Any other use of the INTERPOL logo, name or abbreviation than that anticipated in this Memorandum of Understanding shall require prior written approval by the INTERPOL General Secretariat.

# Article 7 Use of the OSCE's NAME

- 1. Training programmes and their certificates indicating the name of the OSCE shall be delivered only if it has been duly authorized by the OSCE Secretariat.
- 2. The OSCE Secretariat may automatically revoke the certificates if it becomes known that the purpose for which the OSCE Secretariat has given its agreement is likely to prejudice the reputation or image of the Organization.
- 3. Any other use of the OSCE logo, name or abbreviation than that anticipated in this Memorandum of Understanding shall require prior written approval by the OSCE Secretariat.

# Article 8 EXPENSES

Unless otherwise agreed in a separate agreement, the Parties shall bear their own expenses which arise in the course of implementing the present Memorandum of Understanding.

## Article 9

#### **SETTLEMENT OF DISPUTES**

All disputes which may emerge in connection with the interpretation or application of the present Memorandum of Understanding shall be settled by means of consultation and negotiation between representatives of the Parties.

## Article 10

# TERMINATION OF THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding may be terminated in writing by either of the Parties with three (3) months' notice. In the event of termination of this Memorandum of Understanding, the Parties shall take the necessary steps to ensure that activities under this Memorandum of Understanding are brought to a prompt and orderly conclusion.

# Article 11

### **AMENDMENTS AND SUPPLEMENTS**

- 1. This Memorandum of Understanding may be amended or supplemented at any time by mutual consent of the Parties. All amendments and supplements must be in writing.
- 2. The Parties shall enter into consultations with respect to an amendment or a supplement to this Memorandum of Understanding at the request of either Party.

# Article 12

#### **ENTRY INTO FORCE**

This Memorandum of Understanding shall enter into force on the first day following its signature by both Parties.

In witness whereof, the duly authorized representatives of each Party have signed the present Memorandum of Understanding in two (2) original copies on the dates appearing under their respective signatures.

For the International Criminal Police Organization – INTERPOL General Secretariat

Ronald K. Noble **Secretary General** 

Date 15 0 5 2014

For the Organization for Security and Co-operation in Europe - OSCE Secretariat

**Lamberto Zannier Secretary General** 

Date 27.5-14