

**GENERAL COOPERATION AGREEMENT  
BETWEEN  
THE GENERAL SECRETARIAT OF THE  
INTERNATIONAL CRIMINAL POLICE ORGANIZATION - INTERPOL  
AND  
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES**

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The Parties, the General Secretariat of the International Criminal Police Organization - Interpol (hereinafter referred to as "GS/INTERPOL") and the General Secretariat of the Organization of American States (hereinafter referred to as the "GS/OAS");

Wishing to coordinate their efforts to combat crime within the framework of the missions assigned to them by the member states of their respective organizations;

Recognizing that INTERPOL, represented by its General Secretariat in Lyon, France, is a public international organization responsible for ensuring and promoting the widest possible mutual assistance between all of its member countries, represented by their national criminal police authorities, within the limits of the laws existing in those member countries and in the spirit of the Universal Declaration of Human Rights;

Recognizing that the GS/OAS is a public international organization with headquarters in Washington D.C., U.S.A., and that it is the central and permanent organ of the Organization of American States (hereinafter referred to as the "OAS");

Recognizing that the OAS was founded, pursuant to its Charter, to put into effect the principles for which the OAS was created and to fulfill its regional obligations under the Charter of the United Nations, including, among others, to strengthen the peace and security of the continent and to seek the solution of political, juridical and economic problems that may arise in its member states;

Recognizing the desirability of the GS/OAS and GS/INTERPOL cooperating, within the fields of their respective competence, to combat criminal activity including, among other matters,

corruption, terrorism, illicit drug trafficking, illicit firearms trafficking, economic crimes, fraud, theft of cultural properties, and offences against the person, including children;

Taking Into Account that GS/OAS is authorized to enter into this General Cooperation Agreement pursuant to authority granted by Article 112(h) of the OAS Charter, by Resolution AG/RES 57 (I-O/71) of the OAS General Assembly, and by Article 3(h) of the General Standards to Govern the Operations of the GS/OAS;

Taking Into Account that GS/INTERPOL is authorized to enter into this General Cooperation Agreement pursuant to authority granted by Article 41 of its Constitution and by Resolution AGN/67/RES/4, adopted by the INTERPOL General Assembly held in Cairo, Egypt, in October, 1998;

Agree to the following:

#### **Article 1 – PURPOSE**

1. The purpose of this General Cooperation Agreement (hereinafter the “Agreement”) is to enable GS/INTERPOL and the GS/OAS (collectively referred to hereinafter as the “Parties”), to jointly benefit from closer collaboration for the prevention and suppression of crime, including, but not limited to, corruption, terrorism, illicit drug trafficking, illicit firearms trafficking, economic crimes, fraud, theft of cultural properties, and offences against the person, including children.

#### **Article 2 – MUTUAL CONSULTATION**

2.1 The Parties agree to consult regularly on common policy issues and on matters of mutual interest with a view to assisting each other in realizing their respective objectives in combating crime, and, where appropriate, to coordinate activities to this end.

2.2 Subject to sub-Article 3.2, below, the Parties agree to exchange information of mutual interest on developments in their respective fields and projects, and to take such information into consideration in promoting effective coordination between them.

2.3. The Parties agree to arrange consultations between appropriate representatives of each other for the purpose of determining the planning and organization of particular activities in a manner that optimizes the use of their resources in compliance with their respective mandates.

### **Article 3 – EXCHANGE OF INFORMATION**

3.1 The Parties agree, where appropriate, to combine efforts to maximize the use of available information relating to criminal matters.

3.2 Subject to such restrictions and arrangements as may be considered necessary by each Party for the safeguarding of confidential information, GS/INTERPOL and GS/OAS agree to fully and promptly exchange information and documents concerning matters of common interest.

3.3 Communication of police information by GS/INTERPOL to GS/OAS shall be subject to INTERPOL's internal regulations. If an item of information which has been communicated by GS/INTERPOL to GS/OAS is subsequently modified in the GS/INTERPOL databases by GS/INTERPOL or by one of INTERPOL's member states, GS/INTERPOL shall inform GS/OAS without delay in writing so that the latter may bring its own information up-to-date. Where GS/INTERPOL has so informed GS/OAS that an item of information has been modified, GS/INTERPOL shall not be liable in the event that the use by GS/OAS of that modified item of information is prejudicial to an individual's or an entity's interests. Police information communicated by GS/INTERPOL to GS/OAS shall be used by GS/OAS exclusively for purposes related to the prevention or suppression of ordinary law crime, with due respect for national laws and international treaties.

3.4 The expression "ordinary law crime" in preceding Article, 3.3, refers to all crimes other than those of a political, military, religious or racial nature, in which pursuant to Article 3 of its Constitution, INTERPOL is forbidden to intervene.

3.5 Communication of information by the GS/OAS to GS/INTERPOL shall be subject to the provisions of the GS/OAS's internal regulations.

#### **Article 4 – RECIPROCAL REPRESENTATION**

4. In accordance with their respective regulations, the Parties agree to notify and invite each other to attend, as observers, meetings convened under their respective auspices to consider matters in which the other Party has an interest or is technically competent.

#### **Article 5 – SCOPE OF AGREEMENT**

5.1 This Agreement sets out a framework for cooperation by the Parties and does not obligate any funds. The Parties agree to document and to carry out projects by means of specific agreements made in writing by their duly authorized representatives and to provide for any associated funding or costs in those agreements and/or in the related “working programs” to that end.

5.2 This Agreement in no way restricts either Party from participating in similar arrangements or agreements with other public agencies, non-profit organizations, individuals, or other entities.

#### **Article 6 – TECHNICAL COOPERATION**

6.1 Each Party may seek the other’s technical expertise and cooperation in areas of their respective competence, in particular in their efforts to combat criminal activities addressed by their respective mandates, and the Parties may conclude specific agreements to this end.

6.2 The rights and responsibilities of the Parties in any publications that might result from a specific joint project or activity shall be established in the corresponding MOU or in a separate written agreement between them.

### **Article 7 – PERSONNEL ARRANGEMENTS**

7. Subject to their relevant internal regulations, GS/OAS and GS/INTERPOL agree to examine the possibility of organizing the exchange of personnel on a temporary basis; and they may enter into special agreements for that purpose, in accordance with Article 6, above.

### **Article 8 – COORDINATION MEASURES AND DESIGNATION OF CONTACT PERSONS**

8.1 GS/INTERPOL and GS/OAS each agree to designate the member of their respective staffs identified in Article 9.1 to maintain direct and on-going contact to effect implementation of the consultative, information exchange, representational and technical cooperation measures referred to in this Agreement.

8.2 To the extent possible, decisions that the Parties need to take with respect to the application of this Agreement shall be taken by the designated representatives. However, where necessary, decisions shall be referred to the appropriate higher level decision-maker of each Party.

8.3 Cooperation between the Parties to implement this Agreement shall take into account each of their annual or multi-annual program budgets. Implementation of specific work projects shall be subject to the annual program budgets of each of the Parties as approved by their appropriate policy-making body and to the availability of adequate resources as each Party shall determine for each activity in accordance with its respective norms and regulations.

### **Article 9 – RESPONSIBLE OFFICIALS**

9.1 The designated representatives of the Parties responsible for the implementation of this Agreement and for receiving notice hereunder are:

For GS/OAS  
Executive Secretary,  
Inter-American Drug Abuse

For GS/INTERPOL  
Director,  
Criminal Intelligence Directorate

Control Commission (CICAD)  
General Secretariat of the  
Organization of American States  
1889 F St. N.W.  
Washington, D.C. 20006  
U.S.A.  
Tel: (202)458-3178  
Fax: (202) 458 3658  
E-Mail: [dbeall@oas.org](mailto:dbeall@oas.org)

ICPO-Interpol  
200, quai Charles de Gaulle  
69006, Lyon  
France

9.2 Either Party may change its designated representative for this Agreement at any time, by giving notice in writing to the other.

#### **Article 10 – DISPUTE RESOLUTION**

10. The Parties agree to attempt to resolve amicably any disputes arising in relation to the interpretation or application of this Agreement. However, if such resolution proves to be impossible, the Parties shall mutually agree on an acceptable dispute resolution process.

#### **Article 11 - PRIVILEGES AND IMMUNITIES**

11. Nothing stated in this Agreement shall be construed to be a waiver of any privileges or immunities that either of the Parties may enjoy under the laws of the United States of America or international law.

#### **Article 12 – ENTRY INTO FORCE, MODIFICATION, AND DURATION**

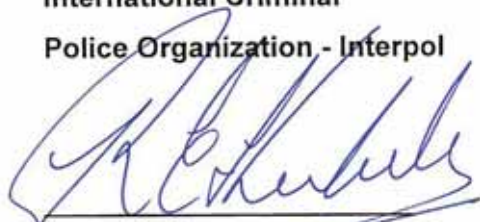
12.1 This Agreement shall enter into force on the date on which it is signed by the Secretary General of GS/INTERPOL subject to the approval of the GS/INTERPOL Executive Committee, and by the Secretary General of the GS/OAS.

12.2 This Agreement may be modified by mutual consent expressed in writing and signed by the authorized representatives of the Parties. In addition, either Party may terminate this Agreement at any time by giving sixty days' prior written notice to the other.

12.2 The suspension or termination of this Agreement shall not affect the validity or duration of any specific projects or activities which have been initiated under it and that are duly funded prior to the suspension or termination, unless the corresponding MOU provides to the contrary.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this General Cooperation Agreement in duplicate on the date and at the places indicated below.

**For the  
General Secretariat of the  
International Criminal  
Police Organization - Interpol**



R.E. Kendall, Q.P.M., M.A.

Secretary General

Lyon, France

Date: 2nd May 2000  
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**For the  
General Secretariat of the  
Organization of American States**



César Gaviria

Secretary General

Washington, D.C., U.S.A.

Date: November 1st, 1999