CO-OPERATION AGREEMENT

BETWEEN

THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION - INTERPOL

AND

THE COMMISSION OF CHIEFS OF POLICE OF CENTRAL AMERICA, MEXICO AND THE CARIBBEAN

On the definition of the tasks to be carried out
by the INTERPOL Regional Bureau in San Salvador, El Salvador
in its capacity as the Permanent Technical Secretariat
for the Commission of Chiefs of Police of Central America, Mexico and the Caribbean



Preamble

The International Criminal Police Organization – INTERPOL (hereinafter referred to as "INTERPOL") and The Commission of Chiefs of Police of Central America, Mexico and the Caribbean (hereinafter referred to as the Commission).

CONSIDERING the creation of the Commission on 7-8 July 1992 in Panama City, Panama, and the role played by the INTERPOL Regional Bureau in San Salvador, El Salvador since 2001,

CONSIDERING the tasks entrusted to the Commission by the Central American Security Commission of the Central American Integration System,

CONSIDERING the creation of a Permanent Technical Secretariat for the Commission at the XXII extraordinary meeting held in Managua, Nicaragua on 3-4 September 2008, the decision to grant this task to the INTERPOL Regional Bureau in San Salvador, El Salvador and to enter into an agreement with INTERPOL to further define the functions to be undertaken by the Secretariat,

CONSIDERING that the INTERPOL Regional Bureau has, de facto, been providing that service since the establishment of the Commission.

CONVINCED of the need to formalize relations between the INTERPOL Regional Bureau and the Commission and to define the nature of the tasks carried out by the INTERPOL Regional Bureau in its capacity as the Commission's Permanent Technical Secretariat,

HAVE AGREED as follows:

Article 1

Permanent Technical Secretariat of the Commission

INTERPOL shall undertake to provide, through its INTERPOL Regional Bureau, the permanent technical secretariat of the Commission, according to the arrangements set out in the present Agreement.

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Co-ordination and planning of areas of common interest of INTERPOL and the Commission

- At the Commission's request, INTERPOL shall undertake to ensure that the INTERPOL Regional Bureau establishes and plans projects and operational activities that come within the areas of common interest.
- 2. INTERPOL shall undertake to ensure that, as requested by the Commission, the INTERPOL Regional Bureau practically and technically co-ordinates the work of the various Sub-Commissions that comes within the areas of common interest of both INTERPOL and the Commission.

Article 3

Co-ordination and monitoring of bilateral or multilateral police operations conducted through the Commission

- 1. The INTERPOL Regional Bureau shall be kept informed by the Chairperson of the Commission of all bilateral or multilateral police operations conducted through the Commission, so as to allow the INTERPOL Regional Bureau to take all necessary accompanying measures and to make any appropriate proposals aimed at ensuring the smooth running of operations.
- 2. The co-ordination and monitoring of bilateral and multilateral police operations conducted through the Commission may take place via INTERPOL's telecommunications network or any other network as decided by the Commission.

Article 4

Premises

- INTERPOL shall place at the disposal of the Commission the premises of the INTERPOL
 Regional Bureau insofar as these premises are available for the purpose of holding
 technical or operational meetings, training courses organized by the Commission or any
 statutory meetings.
- 2. However, INTERPOL shall not cover the travel and accommodation costs of any participants attending the above meetings or training courses.
- 3. INTERPOL shall not cover any interpretation costs in connection with technical or operational meetings and training courses.

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- 4. Any costs to be covered by INTERPOL in connection with the Commission's statutory meetings shall be subject to agreements on a case-by-case basis.
- 5. Arrangements shall be made for representatives of the INTERPOL Regional Bureau and the Commission to consult each other beforehand, at the necessary level, to ensure that best possible use is made of the premises and thereby allow regular meetings, training courses, etc., organized by the Commission, to be held at the INTERPOL Regional Bureau.

Administrative assistance

- INTERPOL shall undertake to ensure that the INTERPOL Regional Bureau provides, insofar as possible, the administrative assistance (secretariat, fax, photocopies, report-writing facilities) that the Chairperson requires for organizing annual meetings of the Commission and that the Sub-Commissions require for their activities and, more generally, that is necessary for meetings and training courses organized by the Commission to take place under satisfactory conditions.
- 2. Given that the INTERPOL Regional Bureau is the Permanent Technical Secretariat of the Commission, the Head of the INTERPOL Regional Bureau may decide to specifically assign one or more officials from his departments to carry out, co-ordinate and monitor the above administrative tasks within the INTERPOL Regional Bureau.

Article 6

Involvement of the Head of the INTERPOL Regional Bureau in the missions of the Chairperson of the Commission

- To ensure maximum co-ordination by the Permanent Technical Secretariat of the Commission's activities, INTERPOL shall undertake to ensure that the Head of the INTERPOL Regional Bureau, in his capacity as Head of the Permanent Technical Secretariat, or his representative, assists the Chairperson of the Commission in coordinating his missions and accompanies him whenever necessary.
- 2. INTERPOL shall cover the Head of the INTERPOL Regional Bureau's travel and subsistence expenses for missions referred to in the paragraph above. The mission costs incurred by the Chairperson of the Commission shall be covered by the Commission.

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Privileges and immunities

Members of the Commission and participants at meetings and training courses organized by the Commission at the INTERPOL Regional Bureau may not, under any circumstances, claim the privileges and immunities conferred on INTERPOL by the Republic of El Salvador under the terms of the headquarters agreement relating to the INTERPOL Regional Bureau.

Article 8

Responsibility

- The Commission shall renounce all right of complaint or appeal against INTERPOL for any damage or prejudice which might be caused as a result of the fulfilment of the duties deriving from the present Agreement.
- 2. The Commission shall ensure the care and correct use of the installations, offices, premises, office equipment and other resources made available to it in the context of the present Agreement. In any case, it shall assume responsibility for, and take out insurance against, the financial consequences of its civil liability arising from physical injury, material damage and/or any other form of prejudice which may be caused to INTERPOL, its agents, or caused in a general manner to any third party.

Article 9

Amendment

The present Agreement may be amended in writing by duly authorized representatives of both parties.

Article 10

Termination

This Agreement may be terminated by either party upon giving the other party at least six months' notice in writing. Insofar as possible, any activities or projects underway at the time shall be completed.

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Dispute Resolution

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

Article 12

Entry into force

The present Agreement shall be approved by the Commission of Chiefs of Police of Central America, Mexico and the Caribbean and by the International Criminal Police Organization – INTERPOL. Both Parties shall notify each other of their approval of the present Agreement, which shall come into force on the first day of the second month after receipt of the second notification.

In witness whereof, the Secretary General of the International Criminal Police Organization INTERPOL and the Chairperson of Commission of Chiefs of Police of Central America, Mexico and the Caribbean have signed the present Co-operation Agreement in duplicate, in English and Spanish, both texts being equally authentic, on the dates appearing below their respective signatures.

Secretary General

Ronald K. Noble

Chairperson

Primera Comisionada Aminta Granera Sacasa

For the ICPO-INTERPOL

For the Commission of Chiefs of Police of Central America, Mexico and the Caribbean