

**CO-OPERATION AGREEMENT**

**BETWEEN**

**THE SPECIAL TRIBUNAL FOR LEBANON**



**AND**

**THE INTERNATIONAL CRIMINAL POLICE  
ORGANIZATION-INTERPOL**



**WHEREAS** the International Criminal Police Organization–INTERPOL (“INTERPOL”) and the Special Tribunal for Lebanon (“Special Tribunal”), collectively referred to as the “Parties”, seek to co-operate in the field of criminal justice within the scope of their respective mandates;

**WHEREAS** on 10 June 2007, the provisions of the Statute of the Special Tribunal (“Statute”) entered into force pursuant to Security Council resolution 1757 of 30 May 2007;

**WHEREAS** the Rules of Procedure and Evidence of the Special Tribunal (“Rules of Procedure and Evidence”) came into force on 20 March 2009;

**WHEREAS** the Statute and the Rules of Procedure and Evidence provide that the Special Tribunal shall have jurisdiction over the persons responsible for the attack of 14 February 2005 resulting in the death of former Lebanese Prime Minister Rafiq Hariri and in the death or injury of other persons, as well as certain other connected cases;

**WHEREAS** the Statute recognizes that the Special Tribunal consists of four organs, each acting independently in the exercise of their respective functions and capable of seeking the co-operation of INTERPOL;

**WHEREAS** Rule 13(A) of the Rules of Procedure and Evidence authorizes the Special Tribunal, through the President, to invite a Third State or an entity to provide assistance on the basis of an arrangement or an agreement with such State or entity or on any other appropriate basis;

**WHEREAS** the Constitution of INTERPOL provides that INTERPOL’s aims are to ensure and promote the widest possible mutual assistance between international organizations dedicated to criminal justice within the limits of the laws existing in the different countries and in the spirit of the Universal Declaration of Human Rights;

**WHEREAS** Article 1(d) of the Co-operation Agreement between the United Nations and INTERPOL dated 8 July 1997 provides that the two organizations undertake to co-operate, where appropriate, in the implementation of the mandates of international judicial institutions which have been or may be established by the United Nations;

**WHEREAS** INTERPOL has provided regular assistance to the International Independent Investigation Commission, established by the Security Council of the United Nations in its Resolution 1595 (2005);

**WHEREAS** INTERPOL has been providing assistance to the International Criminal Tribunal for the former Yugoslavia and to the International Criminal Tribunal for Rwanda, since their creation;

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**WHEREAS** INTERPOL has concluded a Co-operation Agreement with the Special Court for Sierra Leone, which entered into force on 3 November 2003;

**WHEREAS** INTERPOL has concluded a Co-operation Agreement with the Office of the Prosecutor of the International Criminal Court, which entered into force on 22 March 2005;

**NOW THEREFORE**, the Parties, desirous to establish and maintain a framework for the purpose of their co-operation in the field of criminal justice, and aware of the need for such co-operation to respect human rights, have agreed as follows:

**SECTION 1**  
**PURPOSE**

1.1 The purpose of the present Co-operation Agreement is to establish a framework for co-operation between the Parties in the field of criminal justice, for investigations and proceedings in relation to crimes within the jurisdiction of the Special Tribunal according to its Statute and Rules of Procedure and Evidence.

1.2 Co-operation includes the exchange of police information, access to INTERPOL's police information system, assistance in the search for fugitives and suspects, the issuance and circulation of INTERPOL notices, and the conduct of criminal analysis in accordance with INTERPOL's applicable rules and regulations as amended from time to time. These rules and regulations are listed in the Annex to the present Agreement.

**SECTION 2**  
**EXCHANGE OF INFORMATION**

2.1 The Parties agree to combine their efforts within their respective mandates to achieve the best use of all available information for the purposes of investigations and proceedings in relation to crimes within the jurisdiction of the Special Tribunal.

2.2 Subject to such practical arrangements as may be necessary for safeguarding the security, confidentiality and processing conditions of information exchanged between the Parties, the Parties agree to the complete and prompt exchange of information and documents concerning matters of common interest, within the framework of their respective activities and objectives.

2.3 Information exchanged between the Parties shall be used exclusively for the purposes of the present Co-operation Agreement, with due respect for national laws and international law.

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2.4 The provision of information by INTERPOL to the Special Tribunal shall be subject to INTERPOL's rules and regulations. The provision of information by the Special Tribunal to INTERPOL shall be subject to the relevant rules and regulations of the Special Tribunal as they may be amended from time to time.

2.5 When providing information, each Party shall ensure that it is accurate, relevant and up to date. Prior to using any information provided by one Party, the other Party must check with the providing Party that the information is still accurate and relevant.

### SECTION 3

#### ACCESS TO AND USE OF INTERPOL'S POLICE INFORMATION SYSTEM

3.1 INTERPOL shall facilitate direct access by the Special Tribunal to INTERPOL's police information system.

3.2 INTERPOL shall grant the Special Tribunal such direct access as may be necessary for the furtherance of the present Co-operation Agreement. In particular, the Special Tribunal shall be entitled to:

- use the INTERPOL telecommunications network to request co-operation to or exchange information directly with the General Secretariat, the National Central Bureaus, and other authorized entities;
- consult INTERPOL's Nominals database, Stolen and Lost Travel Documents database, Fingerprints database, and DNA database.

3.3 The terms and conditions under which the Special Tribunal shall have direct access to and use of INTERPOL's police information system are specified in the Annex to the present Agreement.

3.4 Direct access to INTERPOL's police information system under the terms of the present Agreement shall be granted solely to a designated point of contact in the Office of the Prosecutor of the Special Tribunal.

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**SECTION 4**  
**ISSUANCE AND CIRCULATION OF INTERPOL NOTICES**

4.1 The Special Tribunal shall be entitled to request the INTERPOL General Secretariat to issue and circulate INTERPOL notices of all types, including red notices.

4.2 The INTERPOL General Secretariat, the National Central Bureaus and other authorized entities shall exchange information relating to the Office of the Prosecutor's investigation or prosecution directly through its designated point of contact.

4.3 Should the Special Tribunal request a notice referred to in paragraph 5.1, it may also transmit the appropriate documents to the INTERPOL National Central Bureau for Lebanon in Beirut for information purposes.

4.4 In case multiple requests for notice in relation to the same person are submitted by the Special Tribunal and by INTERPOL National Central Bureau for Lebanon, the INTERPOL General Secretariat shall inform both parties. The Special Tribunal will then take any measure to address the matter in accordance with the Statute and Rules of Procedure and Evidence.

**SECTION 5**  
**OTHER ASSISTANCE FROM INTERPOL**

5.1 The Special Tribunal may seek the expertise of the INTERPOL General Secretariat's specialised staff, in particular in matters relating to the search for fugitives.

**SECTION 6**  
**GENERAL PROVISIONS**

6.1 The Parties shall each designate a focal point to ensure the implementation of the present Co-operation Agreement.

6.2 The Parties shall maintain contact on a regular basis and exchange information on matters of mutual interest.

6.3 Arrangements shall be made for reciprocal representation at INTERPOL meetings and open meetings of the Special Tribunal, convened under their respective auspices and concerning matters in which the other Party has an interest or technical competence.

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**SECTION 7**  
**FINANCIAL CLAUSE**

7.1 The Special Tribunal agrees to bear the costs incurred by INTERPOL to provide the services covered by the present Co-operation Agreement, in particular the costs of issuing notices, the costs of acquiring and maintaining the required equipment, INTERPOL network connection costs, and the costs of performing active searches for fugitives.

7.2 At the beginning of each financial year, the Parties shall agree on the sum to be paid in advance by the Special Tribunal to cover such costs.

**SECTION 8**  
**SETTLEMENT OF DISPUTES**

8.1 Any dispute between the Parties concerning the interpretation and application of this Co-operation Agreement shall be settled by negotiation.

**SECTION 9**  
**AMENDMENT, ENTRY INTO FORCE AND TERMINATION**

9.1 This Co-operation Agreement may only be amended with the written agreement of the Parties. This requirement does not apply to documents referred to in the Annex to this Agreement and to Rules and regulations adopted by the Special Tribunal, provided that each Party diligently informs the other of any relevant modification to its rules and regulations.

9.2 This Co-operation Agreement shall enter into force following the exchange of written notifications confirming the completion by both Parties of their internal requirements in this respect, and shall remain in force for the duration of the Special Tribunal's mandate unless terminated in accordance with 9.3 below.



9.3 Either Party may terminate the present Co-operation Agreement by delivering a written request for termination to the other Party. The termination shall be effective thirty days after it is delivered to the receiving Party, unless otherwise agreed to by the Parties in writing. The obligations concerning the exchange of information referred to in the present Co-operation Agreement and its Annex shall continue to be binding on both Parties six months after the termination of the present Co-operation Agreement. Any outstanding issue in reference to the above exchange of information shall be addressed during this six-month period by way of an additional agreement.

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9.4 The Parties shall conclude an additional agreement, at an appropriate time, in order to arrange the consequences on their co-operation of the prospective closure of the Special Tribunal.

Done in duplicate, in English, French, Spanish and Arabic, each text being authentic.

<b>For the Special Tribunal for Lebanon:</b>	<b>For the International Criminal Police Organization-INTERPOL:</b>
 <b>Mr Antonio Cassese, President</b>  Signed on <u>25 September 2009</u> In <u>The Hague</u>	 <b>Mr Ronald K. Noble, Secretary General</b>  Signed on <u>11/10/2009</u> In <u>Singapore</u>

ANNEX

DIRECT ACCESS TO AND USE OF  
INTERPOL'S POLICE INFORMATION SYSTEM

The Special Tribunal for Lebanon may be granted direct access to and use of INTERPOL's police information system under the following terms and conditions:

- (1) Direct access to and use of INTERPOL's police information system is subject to the following rules:
  - (a) Rules on the Processing of Information for the Purposes of International Police Co-operation;
  - (b) Implementing Rules for the Rules on the Processing of Information for the Purposes of International Police Co-operation;
  - (c) Rules Governing Access by an Intergovernmental Organization to the INTERPOL Telecommunications Network and Databases;
  - (d) Rules on the Control of Information and Access to INTERPOL's Files.
- (2) INTERPOL shall provide the Special Tribunal with a copy of these rules and with new and/or updated rules as they become available.
- (3) The Special Tribunal accepts and agrees to comply with these rules.
- (4) The Special Tribunal shall be considered as an authorized international entity as defined in the Rules on the Processing of Information for the Purposes of International Police Co-operation.
- (5) The Special Tribunal accepts and agrees to comply with such security rules and administrative procedures as may be established by INTERPOL's General Secretariat, pursuant to the Rules on the Processing of Information for the Purposes of International Police Co-operation, to regulate the access to and use of INTERPOL's police information system.
- (6) The Special Tribunal accepts and agrees to systematically copy the General Secretariat when requesting co-operation to or exchanging information directly with National Central Bureaus and other authorized entities.

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