



INTERPOL



WORLD ORGANISATION FOR ANIMAL HEALTH

Protecting animals, preserving our future

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION –
INTERPOL**

AND

THE WORLD ORGANISATION FOR ANIMAL HEALTH (OIE)

PREAMBLE

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

And

The World Organisation for Animal Health (hereinafter referred to as the “OIE”),

And hereinafter collectively referred to as the “Parties”,

Considering that INTERPOL is an intergovernmental organization whose aims are: (1) 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 (2) to establish and develop all institutions likely to contribute effectively to the prevention and suppression of ordinary law crimes,

Recalling that under Article 3 of INTERPOL’s Constitution, it is strictly forbidden for the Organization to undertake any intervention or activities of a political, military, religious or racial character,

Considering that the OIE is an intergovernmental organization whose mandate is to improve animal health, veterinary public health and animal welfare worldwide, and considering that the OIE’s objectives are notably to ensure transparency in the global animal disease situation through disseminating information on animal diseases, including diseases transmissible to humans and the intentional introduction of pathogens, and to provide technical support to its member countries requesting assistance with animal disease control and eradication operations, including diseases transmissible to humans,

Considering that human health and animal health are interdependent and bound to the health of the ecosystems in which they exist according to the “One Health” concept, and the importance of cooperation between law enforcement and veterinary services in order to effectively address threats posed by acts of agro-crime and agro-terrorism, and incidents involving animal or zoonotic pathogens, or biological toxins affecting animals,

Considering that the OIE and INTERPOL wish to establish a framework for long-term cooperation to better support their respective Memberships with regard to threats posed by acts of agro-crime and agro-terrorism, and incidents involving animal or zoonotic pathogens, or biological toxins affecting animals,

Have agreed as follows:

Article 1 Definitions

1. For the purpose of this Memorandum of Understanding and its implementation, the following definitions shall apply:
 - (a) “Agro-crime” means any offence impacting animals, the inputs used to raise them, or their products that are classified as a crime as per a country’s civil and penal codes as defined in 2020 by the joint FAO-OIE-INTERPOL Project on “building resilience against agro-terrorism and agro-crime”;
 - (b) “Agro-terrorism” means the intentional release of biological agents or toxins for the purpose of harming or killing animals or plants with the intent to intimidate or coerce a government or civilian population to further political or social objectives as defined in 2020 by the joint FAO-OIE-INTERPOL Project on “building resilience against agro-terrorism and agro-crime”;
 - (c) “Direct access” means entering into and obtaining data from the INTERPOL Information System by expressly authorized persons using automatic means and without assistance from the INTERPOL General Secretariat;
 - (d) “INTERPOL General Secretariat” means one of the main INTERPOL bodies, whose functions, in accordance with the terms of INTERPOL’s Constitution, include, inter alia, serving as an international centre in the fight against ordinary crime and as a technical and information centre;
 - (e) “INTERPOL Information System” means all the structured material resources and software used by INTERPOL – databases, communications infrastructure, advanced sensor technology and other services – to process data through its channels in the context of international police cooperation;
 - (f) “National Central Bureau” means any body designated by an INTERPOL Member to perform the liaison functions provided for under Article 32 of INTERPOL’s Constitution;
 - (g) “Personal Data” means any data about an identified natural person or a person who may be identified by means that may reasonably be used;
 - (h) “Source” means any National Central Bureau, international entity or private entity which processes data in the INTERPOL Information System or on behalf of which data are recorded in the system, and which is ultimately responsible for them.
2. If any of the above definitions are subject to changes in INTERPOL’s legal framework, notably INTERPOL’s Constitution or Rules on the Processing of Data, the amended definition would be applicable in the relationship between the Parties under this Memorandum of Understanding.

Article 2
Purpose

1. The purpose of this Memorandum of Understanding is to establish the terms and conditions governing the cooperation between the Parties within their respective mandates and subject to their respective rules, in matters of agro-crime and agro-terrorism, and incidents involving animal or zoonotic pathogens, or biological toxins affecting animals.
2. The Parties acknowledge that the present Memorandum of Understanding shall not provide a framework for any intervention or activities of a political, military, religious or racial character, within the meaning of Article 3 of INTERPOL's Constitution.

Article 3
Sharing data to support Members

1. Subject to the terms and conditions of this Memorandum of Understanding and any additional arrangement as may be necessary for safeguarding the security, confidentiality and processing conditions of the data exchanged, INTERPOL and the OIE may exchange data in matters of agro-crime and agro-terrorism, and incidents involving animal or zoonotic pathogens, or biological toxins affecting animals, within the framework of their respective activities.
2. INTERPOL and the OIE shall combine their efforts within their respective mandates and rules to achieve the best use of all available data for the purpose of the present Memorandum of Understanding as set forth under Article 2 of this Memorandum of Understanding.
3. The provision of data by INTERPOL to the OIE shall be subject to INTERPOL's Constitution and Rules, notably INTERPOL's Rules on the Processing of Data, and to the express and specific prior authorization from the source of that data, and shall strictly exclude personal data.
4. The provision of data by the OIE to INTERPOL shall be subject to the OIE's Rules.
5. Data exchanged between INTERPOL and the OIE shall be used exclusively for the purpose of implementing the present Memorandum of Understanding, on a need-to-know basis and with due respect for applicable international law and INTERPOL's and the OIE's mandates and respective rules.
6. When providing data to the other Party, INTERPOL and the OIE shall ensure that it is accurate, relevant and kept up-to-date and that its purpose is clearly stated. Each Party shall be responsible for the accuracy and relevancy of the data it provides, and shall retain control over the processing of the data it provides. Prior to using any data provided by the other Party, INTERPOL and the OIE must check with the other Party that the data is still accurate and relevant.

7. Communications between INTERPOL and the OIE under the present Memorandum of Understanding shall be made in one of the common official languages of INTERPOL and the OIE.

Article 4 **Modalities of data sharing**

1. The OIE shall be authorized to obtain from INTERPOL non-personal data pertaining to agro-crime and agro-terrorism, and incidents involving animal or zoonotic pathogens, or biological toxins affecting animals, subject to the express and specific prior authorization from the source of that data, with the assistance of the INTERPOL General Secretariat. The INTERPOL General Secretariat shall assess the OIE's requests for obtaining data in the light of the framework of the present Memorandum of Understanding and INTERPOL's Rules, and shall strive to fulfil such requests in a timely manner. If a request cannot be fulfilled or in case of rejection of the request, the INTERPOL General Secretariat shall notify the OIE of the non-fulfilment of the request.
2. INTERPOL shall be authorized to obtain from the OIE personal and non-personal data pertaining to agro-crime and agro-terrorism, and incidents involving animal or zoonotic pathogens, or biological toxins affecting animals, subject to the express and specific prior authorization from the source of that data if deemed necessary by the OIE, with the assistance of the OIE, with a view of its processing in the INTERPOL Information System in conformity with INTERPOL's Rules on the Processing of Data. The OIE shall assess INTERPOL's requests for obtaining data in the light of the framework of the present Memorandum of Understanding and OIE's Rules, and shall strive to fulfil such requests in a timely manner. If a request cannot be fulfilled or in case of rejection of the request, the OIE shall notify INTERPOL of the non-fulfilment of the request.
3. INTERPOL shall be notified of, and granted access to the following OIE databases in accordance with OIE's applicable rules and procedures: the Performance of Veterinary Services (PVS) Pathway and the World Animal Health Information System (WAHIS), as well as to any other database that is considered relevant for the purpose of the present Memorandum of Understanding and agreed by both Parties.
4. Nothing in this Article shall be construed as granting the OIE direct access to the INTERPOL Information System.

Article 5 **Confidentiality of data**

1. INTERPOL and the OIE shall not communicate, either directly or indirectly, any data exchanged between them or derived from the data exchanged between them to any third party other than in the cases and modalities foreseen by this Memorandum of Understanding and any other supplementary agreements concluded between the Parties for its implementation, without express and specific prior authorization from the source of that data.

2. INTERPOL and the OIE shall take all necessary measures to maintain the confidentiality of the data provided by the other Party, in accordance with the terms of this Memorandum of Understanding, and shall guarantee that their confidentiality obligations are complied with by their representatives, personnel, technical providers and contractors, whoever they may be.
3. INTERPOL and the OIE shall take all appropriate measures to protect the integrity and confidentiality of data provided by the other Party. In particular, adequate security controls shall be put in place to prevent theft and accidental loss of data, as well as unauthorized disclosure, access, modification or destruction.

Article 6

Sharing of expertise, technical cooperation, capacity building, and training activities

1. The Parties shall strive to proactively seek opportunities to enhance joint cooperation activities between veterinary services and law enforcement authorities in the context of agro-crime and agro-terrorism, and incidents involving animal or zoonotic pathogens, or biological toxins affecting animals, within their respective mandates and priorities.
2. The Parties may cooperate, in accordance with their respective mandates and priorities, and within the limits of their resources, in various ways, including through (joint) technical cooperation projects, capacity building, and training activities, exchange of expertise, consistent with the purpose of this Memorandum of Understanding as set forth under Article 2.
3. The Parties shall inform each other about the development of technical cooperation projects, capacity building, and training activities if they consider matters in which the other Party has an interest or technical competence.

Article 7

Reciprocal representation

1. The Parties shall inform each other about the organization of conferences or other meetings convened under their respective auspices and which relate to the mandate of the other.
2. Arrangements shall be made for reciprocal representation of the Parties at conferences or other meetings convened under their respective auspices and which consider matters in which the other Party has an interest or technical competence, in accordance with the rules and procedures applicable to each meeting or conference.

Article 8

Consultation and coordination

When necessary, the Parties shall conduct consultations for the purposes of coordination and greater efficiency of cooperation provided for in the present Memorandum of Understanding.

Article 9
Focal points

The Director General of the OIE and the Secretary General of INTERPOL shall each designate a person to act as a focal point with a view to ensuring the implementation of the provisions of this Memorandum of Understanding.

Article 10
Use of distinctive signs

1. The use by INTERPOL of the distinctive signs of the OIE, such as its name, acronym, emblem or official seal, in the implementation of this Memorandum of Understanding shall be subject to prior written authorization from the OIE.
2. The use by the OIE of the distinctive signs of INTERPOL, such as its name, acronym, emblem or official seal, in the implementation of this Memorandum of Understanding shall be subject to prior written authorization from INTERPOL.
3. Any authorization granted under the present Article may be unilaterally revoked by the Party that granted it, with immediate effect, if it becomes known that the use of its distinctive sign(s) is likely to prejudice its reputation or image.

Article 11
Financial obligations

Unless otherwise agreed between the Parties, each Party shall bear its own costs incurred in the implementation of the present Memorandum of Understanding.

Article 12
Implementation

The Parties may for the purpose of implementing this Memorandum of Understanding, enter into implementing arrangements in conformity with their respective internal approval procedures.

Article 13
Evaluation

An evaluation of the implementation of the present Memorandum of Understanding shall be made by the Parties on a regular basis, but no less frequently than every three (3) years, in order to determine whether the cooperation between the Parties under the present Memorandum of Understanding is satisfactory and beneficial for the purpose of this

Memorandum of Understanding as set forth under Article 2 of this Memorandum of Understanding.

Article 14
Liability

1. The Parties shall not hold each other liable for direct, indirect, special, incidental, or consequential damages that are in any way related to any action undertaken under the present Memorandum of Understanding.
2. The Parties shall indemnify, hold harmless and defend each other from and against any and all third-party claims, liabilities, costs, damages and/or expenses of any kind arising out of or in connection with the action undertaken under this Memorandum of Understanding.

Article 15
Privileges and immunities

Nothing in or relating to this Memorandum of Understanding shall be deemed a waiver, express or implied, of any privileges or immunities which INTERPOL and the OIE enjoy by virtue of public international law, international agreements and national laws applicable to them.

Article 16
Settlement of disputes

Any dispute concerning the interpretation or application of this Memorandum of Understanding shall be settled amicably through direct consultations or negotiations between the Parties.

Article 17
Final provisions

1. The present Memorandum of Understanding shall enter into force on the date of signature by both parties or on the date of the last signature.
2. This Memorandum of Understanding may be amended by mutual consent expressed in writing at any time in accordance with the Parties' respective statutory requirements.
3. Either Party may terminate the present Memorandum of Understanding by giving written notice of termination to the other Party. The termination shall be effective three months after it is delivered to the receiving Party, unless otherwise agreed in writing by the Parties.
4. In the event of any violation of the obligations concerning the exchange of data referred to in the present Memorandum of Understanding, in particular the obligations set out in

Article 5 (Confidentiality of data) and without prejudice to any other rights and remedies of the Parties and their Members, the Party not responsible for the violation may unilaterally terminate the Memorandum of Understanding at any time without prior notice and with immediate effect.

5. The obligations concerning the exchange of data referred to in the present Memorandum of Understanding, the obligations under Article 10 (Use of distinctive signs), and Article 14 (Liability) of the present Memorandum of Understanding and any supplementary arrangements shall continue to be binding on both Parties after the termination of the present Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of INTERPOL and the OIE have signed this Memorandum of Understanding in two original copies, in English and French, on the dates appearing under their respective signatures.

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

**For the World Organisation for
Animal Health (OIE)**

Jürgen Stock
Secretary General

Dr Monique Eloit
Director General

Date: 15.03.2022

Date: 16 February 2022

Place: Lyon / F.

Place: Paris

