Agreement between the General Secretariat of the Ibero-American Network for International Legal Cooperation (IberRed) and the General Secretariat of INTERPOL concerning the Use of the Iber@ Secure Communication System

The parties to this Agreement being: the General Secretariat of the Ibero-American Network for International Legal Cooperation, hereinafter referred to as GS/IberRed, and the General Secretariat of INTERPOL, hereinafter GS/INTERPOL.

Whereas, the Ibero-American Network for International Legal Cooperation, IberRed, was constituted on 30 October 2004 in Cartagena de Indias, Colombia, with the approval of the Asociación Iberoamericana de Ministerios Públicos (Ibero-American Association of Public Prosecutors) (AIAMP), the Conferencia de Ministros de Justicia de los Países Iberoamericanos (Conference of Ministers of Justice of Ibero-American Countries) (COMJIB) and the Cumbre Judicial Iberoamericana (Ibero-American Judicial Summit) (CJI).

Whereas, INTERPOL aims at ensuring and promoting 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,

Whereas, IberRed has created a secure communication system called Iber@ for the Contact Points and the Liaisons of the Network’s Central Authorities and other international legal cooperation networks. This system is outstanding for its user-friendliness and accessibility, in addition to providing the security and confidentiality required in the sphere of cross-border cooperation.

Whereas, with the aim of consolidating Iber@ as an effective, secure and reliable communication system, the parties consider it advisable to establish a regulatory framework for the use of this system, and have therefore agreed to sign this Agreement.
Article 1

Aim

The aim of this Agreement is to establish a set of regulations governing the rendering of the services offered by the Secretariat General of IberRed regarding the maintenance and running of Iber®, as well as the commitment of both parties to guaranteeing its security.

Article 2

Objective of the Iber® System

The objective of the Iber® System is to establish secure, fluid and reliable communications between the Contact Points and the Liaisons of the IberRed members and other international cooperation networks. The Iber® system cannot be used for:

a) Activities falling outside the institutional scope which the Contact Point of the GS/INTERPOL represents.
b) Unlawful activities.
c) Activities contrary to generally accepted moral standards and good practice.
d) Activities which run counter to the principles underlying IberRed.

Article 3

Obligations of the GS/INTERPOL

The GS/INTERPOL

a) Shall inform the GS/IberRed in writing of the designation of the Contact Points and Liaisons in the Iber® system.
b) The number of Contact Points which the GS/INTERPOL is to designate shall be determined by mutual agreement between the parties in the course of the implementation of this agreement.
c) Shall indicate, in the communication designating the Contact Points, the complete name of each official and the post they hold, accompanied by the duly completed “Assignment Form” attached as Appendix 1 of this Agreement.
d) Shall ensure that each official assigned as a Contact Point and authorized to use Iber® sends the duly completed and signed “Confidentiality Agreement” attached to this Agreement to the GS/IberRed, so that the latter may proceed to activate them as a user of Iber®.

e) Shall immediately notify the GS/IberRed should an officer cease to hold their post or perform their functions, so that GS/IberRed may immediately disable their access to the Iber® system. At the same time, the name of a new Contact Point may be supplied.

Article 4

Obligations of the GS/IberRed

The GS/IberRed:

a) Shall coordinate the process of granting, suspending and terminating user access to Iber®, in accordance with that which is established in this Agreement and taking the technical rules guaranteeing the security of the system into consideration.

b) Shall provide the users duly designated by the GS/INTERPOL with usernames and passwords for activating access to the system.

c) Shall provide technical assistance and training to ensure proper use of the system.

d) Shall attend to queries regarding the use, functioning and faults of the Iber® system as promptly as possible so as not to affect the service provided.

e) Shall provide a safe location for the Iber® system server, with restricted access.

f) Shall grant access to Iber® to the Contact Points designated by the GS/INTERPOL, provided that the request fulfils the requirements mentioned in Article 3 of this Agreement.

g) Shall immediately disable the Contact Points in the Iber® system as soon as the reasons for the suspension or termination stipulated in this Agreement have been confirmed.
Article 5

Regarding suspension of access to the Iber@ system

The GS/IberRed will suspend access to the Iber@ system:

a) Where there are reasons to suppose that the Contact Point is no longer an official of the GS/INTERPOL.
b) At the express request of the GS/INTERPOL.

Suspension will continue while the cause leading to it remains in effect.

Article 6

Regarding termination of access to the Iber@ system

The GS/IberRed shall terminate access to the Iber@ system:

a) Due to incorrect or inappropriate use of the Iber@ system, or use contrary to the regulations of this Agreement or the principles of IberRed.
b) At the express request of the GS/INTERPOL
c) Due to failure to comply with this Agreement.
d) If the system is not used for a period of 60 days.
e) If the user has ceased to be an official of the GS/INTERPOL.

In such cases of user termination the GS/INTERPOL may designate a new Contact Point to replace the one which has been deregistered. To do so, the procedure established in this Agreement should be followed.

Article 7

General aspects

1.- The GS/IberRed and IberRed, given the technical and security characteristics of the System, do not have access to, control of or responsibility for the information flowing through the Iber@ system. Those responsible for the information sent into circulation around the Iber@ secure communication system are the system users.
2. The Iber@ users must maintain the confidentiality of their password for accessing the system, and consequently may not share it with third parties, given that any user who does so will be responsible for the vulnerability to which their institution and other users of the system could be subject.

3. The users of Iber@ have the obligation to comply with any measures which the Secretariat General of IberRed may adopt in order to maintain the confidentiality and security of Iber@.

4. The GS/INTERPOL is solely responsible for any actions carried out by any of their Contact Points who have ceased to work for the institution or ceased to perform their functions there, where despite this situation they continue to have access to Iber@ due to GS/INTERPOL’s failure to immediately notify the GS/IberRed of this in writing, in order that they should suspend or terminate their access to the Iber@ system.

Article 8

Costs of access to the Iber@ system

The GS/IberRed will provide access to Iber@ for all the Contact Points designated by the GS/INTERPOL completely free of charge. Funding for maintenance and improvements to the system has been obtained from the contributions of the Conference of Ministers of Justice of Ibero-American Countries (COMJIB). The COMJIB will continue to collaborate in terms of funding the system, and contributions may also be made by the other founding members of IberRed, i.e. the Ibero-American Association of Public Prosecutors (AIAMP) or the Ibero-American Judicial Summit (CJI), or by other international institutions. The above has the aim of guaranteeing equal access to all the institutions from the countries which are members of IberRed.

Any improvements to the Iber@ system which the GS/INTERPOL may propose will be paid due attention, but the GS/IberRed undertakes no commitment to put them into practice.
Article 9

Supervision and Contacts

1.- The GS/IberRed representative responsible for the fulfilment and coordination of the activities and obligations mentioned in this Agreement is the General Secretary, Víctor Moreno Catena. All communications should be sent by post, e-mail or fax to:

Víctor Moreno Catena
Secretaria General de la IberRed
Paseo de Recoletos, 8
Madrid, 28001
Tel. [34] 91 575 3624
Fax: [34] 91 4351972
secretaria.general@iberred.org

2.- The representative of the GS/INTERPOL responsible for the fulfilment and coordination of the activities and obligations mentioned in this Agreement is General Counsel Mr. Joël Sollier. All communications should be sent by post, e-mail or fax to:

Joël Sollier
Office of Legal Affairs
General Secretariat of ICPO-INTERPOL
200, quai Charles de Gaulle
69006, Lyon
France
Tel: [33] 4 72 44 76 92
Fax: [33] (0) 4 72 44 73 38
webla@interpol.int

3.- Any communications arising from this Agreement will only be held to be valid if they are sent to the contacts and persons stipulated by the parties in this Agreement.

4.- The parties may change their contacts, in which case they should advise the other party thereof in writing, indicating the name and complete contact details of the new representative.
Article 10

Resolution of differences

Any differences in the interpretation or application of this Agreement will be resolved amicably by means of consultation and negotiation between the parties.

Article 11

Duration and termination

1.- This Agreement shall come into force on the day it is signed by the Secretary General of COMJIB and the Secretary General of INTERPOL. The Agreement shall be automatically extended every three years unless expressly stated otherwise by one of the Parties.

2.- This Agreement shall be terminated by the Parties’ mutual consent or may be terminated by either Party by notifying the other in writing with no less than ninety days’ advance notice.

In witness whereof, the Secretary General of the International Criminal Police Organization-INTERPOL and the Secretary General of COMJIB have signed this Agreement in four equally valid originals, two in English and two in Spanish, in the city of Madrid, Spain, on 15th October, 2012.

For the Secretary General of IberRed

Victor Moreno Catena
Secretary General

For the General Secretariat of INTERPOL

Ronald K. Noble
Secretary General