

# EUROPEAN CENTRAL BANK

## COOPERATION AGREEMENT

**between The European Central Bank - ECB – and The International Criminal Police Organisation - INTERPOL**

(2004/C 134/06)

### PREAMBLE

The International Criminal Police Organisation – Interpol, ('Interpol'), an international organisation having its seat at 200, quai Charles de Gaulle, 69006 Lyon, France, represented by its Secretary General, Ronald K. Noble,

and

The European Central Bank (the 'ECB'), having its headquarters at Kaiserstrasse 29, D-60311 Frankfurt am Main, Germany, represented by its President, Jean-Claude Trichet,

Referred to collectively as the 'Parties' or individually as a 'Party',

Sharing a joint determination to combat the threats arising from the counterfeiting of the euro in general, and wanting to co-ordinate their efforts within the framework of the missions assigned to them, and to cooperate, within their respective competencies, in particular in the field of detection of counterfeit euro banknotes,

Recognising that Interpol is responsible for ensuring and promoting the widest possible mutual assistance between the criminal police authorities within the limits of the laws existing in the countries concerned and in the spirit of the Universal Declaration of Human Rights,

Considering that Interpol has helped to develop direct international cooperation in the prevention and punishment of counterfeiting currency as provided for in the International Convention for the Suppression of Counterfeiting Currency, signed at Geneva on 20 April 1929 <sup>(1)</sup>,

Recalling that the ECB has the exclusive right to authorise the issue of banknotes within those Member States of the European Union that have adopted the euro as their single currency and that this exclusive right includes the responsibility for the protection of the euro against counterfeiting,

Acknowledging that the ECB has an active role in the prevention and detection of the counterfeiting of the euro,

Noting that Guideline ECB/1999/3 on certain provisions regarding euro banknotes, as amended on 26 August 1999 <sup>(2)</sup>, established the Counterfeit Analysis Centre ('CAC') within the ECB, in order to centralise the technical analysis of counterfeit euro banknotes and data relating to the counterfeiting of the euro; that the Counterfeit Currency Database ('CCD') of the ECB, also established by Guideline ECB/1999/3, has been renamed the Counterfeit Monitoring System by Decision ECB/2001/11 of 8 November 2001 on certain conditions regarding access to the Counterfeit Monitoring System ('CMS') <sup>(3)</sup>; and that Council Regulation (EC) No 1338/2001 of 28 June 2001 laying down measures necessary for the protection of the euro against counterfeiting <sup>(4)</sup>, in particular Article 3 thereof, provides that the ECB shall gather and store technical and statistical data relating to counterfeit euro banknotes and coins discovered in non-member countries,

<sup>(1)</sup> League of Nations Treaty Series 1931, No 2623, p. 372.

<sup>(2)</sup> OJ L 258, 5.10.1999, p. 32.

<sup>(3)</sup> OJ L 337, 20.12.2001, p. 49.

<sup>(4)</sup> OJ L 181, 4.7.2001, p. 6.

Taking into account that authorised users of the Interpol communications system currently include Interpol's National Central Bureaus and sub-bureaus, sub-regional Bureaus, the Bangkok Liaison Office, and the United Nations Interim Administration Mission in Kosovo and that authorised users of the CMS are the competent national authorities of the Member States of the European Union including the National Analysis Centres and Coin National Analysis Centres, as well as in accordance with Council Regulation (EC) No 1338/2001 and following the conclusion of appropriate bilateral arrangements and agreements, the European Commission, the European Technical and Scientific Centre, the European Police Office (Europol) and the designated authorities or centres of third countries,

Noting that the ECB may also provide for future access by Interpol to the CMS on terms to be decided by the Parties, and

Having obtained the approval of the Governing Council of the ECB for the contents of this Agreement on 22 May 2003 and the approval of the General Assembly of Interpol for the contents of the Agreement on 1 October 2003,

HAVE AGREED AS FOLLOWS:

#### *Article 1*

##### **Purpose**

1. The purpose of this Agreement is to establish a framework for cooperation between the Parties, within their respective competencies and subject to their respective rules and regulations, thus facilitating the prevention and detection of the counterfeiting of euro banknotes throughout the world, in particular in countries not belonging to the European Union.

2. This Agreement is complementary to the Agreements and other arrangements between Interpol and Europol, as well as to those between the ECB and Europol. Its terms are without prejudice to the Agreement between Interpol and Europol, signed on 5 November 2001 or to the Joint initiative of the Secretary General of Interpol and the Director of Europol on combating the counterfeiting of currency, in particular the euro, signed on 5 November 2001. Furthermore, this Agreement does not affect either the cooperation under or the procedures based on the Agreement between Europol and the ECB, signed on 13 December 2001<sup>(?)</sup> and it is without prejudice to the rights and obligations established in the said Agreement. In the event that this Agreement does contradict any of the aforementioned Agreements or arrangements the procedure for the settlement of disputes laid down in Article 10 shall apply.

#### *Article 2*

##### **Exchange of information**

1. Subject to the Parties' internal rules and regulations and to such arrangements as may be necessary for the safeguarding of confidential information, exchange of information and documents concerning matters of common interest as indicated in Article 1(1), shall take place between the Parties for the purpose of and in accordance with the provisions of this Agreement, and shall not include data related to an identified individual or identifiable individuals.

2. If an item of information communicated by one Party to the other is modified or deleted, the sending Party shall promptly inform the receiving Party.

#### *Article 3*

##### **Obligations of Interpol**

1. To the extent that the following obligations relate to information or material received by Interpol through official channels from one of its Members, Interpol's obligation to send the information or material to the ECB shall be contingent on Interpol having received prior authorisation from the Member concerned for the release of the information or material to the ECB. Interpol shall endeavour to obtain a general ex ante authorisation, which might be withdrawn by the relevant Member in specific cases.

2. Whenever Interpol receives information concerning a new type of euro banknote counterfeit, it shall promptly inform the ECB by telephone or any other means agreed upon by the Parties.

3. Interpol shall promptly send samples of any new type of euro banknote counterfeit received by it or otherwise in its possession to the ECB. If possible, Interpol shall provide the ECB with sufficient samples to allow further distribution to the National Analysis Centres of the Member States of the European Union.

4. The samples shall be accompanied by a report including, if available, the following information:

- (a) the total number of the counterfeits that have been seized or recovered;
- (b) the date and location of the seizures or recoveries; and,
- (c) an assessment of whether or not the source of the counterfeits has been identified by the competent authority.

5. If for any reason it is not possible for Interpol to send the ECB any of the samples referred to in paragraph 3, it shall instead send scanned images of such samples together with a completed form 'Reported Euro Counterfeits' as specified in the Annex.

<sup>(?)</sup> OJ C 23, 25.1.2002, p. 9.

*Article 4***Obligations of the ECB**

1. The ECB shall provide Interpol with information regarding the technical specifications and technical features of genuine euro banknotes.
2. The ECB shall provide Interpol with sufficient statistical and technical data relating to counterfeit euro banknotes, including, in appropriate cases, detailed technical analyses of counterfeit euro banknotes that have been classified as common classes of counterfeits so as to enable Interpol to identify them.
3. The ECB shall provide Interpol with any relevant information available to it, including the results of any analysis concerning samples sent to the ECB by Interpol pursuant to Article 3.
4. The ECB shall ensure that the samples sent to it by Interpol are kept in safe custody. At the request of Interpol, the ECB shall return the samples received from Interpol using a mutually agreed means of delivery.
5. The ECB shall be responsible for courier costs incurred by Interpol in transmitting information, documents, or other material to the ECB under the terms of this Agreement.
6. The ECB may provide Interpol with additional technical assistance within the scope of this Agreement.

*Article 5***Training activities**

The Parties shall coordinate their respective training activities insofar as such training concerns the prevention and detection of the counterfeiting of euro banknotes. The ECB may provide technical assistance for such training in cooperation with Interpol.

*Article 6***Contact persons**

1. The contact persons for the purposes of this Agreement shall be agreed by means of an exchange of letters between the ECB and Interpol.
2. The Parties may agree separately to make an ECB liaison officer available to Interpol for purposes consistent with this Agreement.

*Article 7***Security and confidentiality**

1. The Parties shall ensure that all information received on the basis of this Agreement, as well as the processing of such information, shall be subject to security and confidentiality standards that are at least equivalent to the standards applied by the originating Party to such information.

2. The Parties shall inform each other by means of an exchange of letters of their respective security and confidentiality requirements. To this end, they may establish a comparison table showing the equivalence of the requirements and levels of protection, referred to in the previous paragraph.

3. Interpol may forward information it has received from the ECB pursuant to this Agreement to an authorised user of the Interpol communications system without prior express permission from the ECB. Any information so forwarded shall be subject to the same restrictions on use and further dissemination as are applicable to Interpol.

4. The ECB may forward information that it has received from Interpol pursuant to this Agreement to authorized CMS users without prior express permission from Interpol. Any information so forwarded shall be subject to the same restrictions on use and further dissemination as are applicable to the ECB.

5. The Parties may specify additional restrictions on the use or dissemination of information that is provided under the terms of this Agreement. The receiving Party shall be obliged to comply with any such restrictions.

6. Except as provided herein, a Party shall not forward information, documents or samples that it has received from the other Party to a third party without the prior, express, written consent of the Party that provided the information, documents or samples.

*Article 8***Liability**

If damage is caused to one Party or to an individual as a result of the unauthorised dissemination of information or the provision of incorrect information under this Agreement by the other Party, that Party shall be liable for such damage. The determination and compensation of damage between the Parties under this Article shall be established in accordance with the procedure laid down in Article 10.

*Article 9***Privileges and immunities**

Nothing stated in this Agreement shall be construed as a waiver of any privileges or immunities of either Party.

*Article 10***Settlement of disputes**

Any dispute between the Parties concerning the interpretation or application of this Agreement, which can not be settled amicably between the President of the ECB and the Secretary General of Interpol, may be referred for advice to an ad hoc Committee at the request of the President of the ECB or the Secretary General of Interpol. The Committee, which shall comprise no more than 3 members of the Executive Board of the ECB and 3 members of the Executive Committee of Interpol, shall draw up its own rules of procedure. The Committee's advice will be submitted to the President of the ECB and the Secretary General of Interpol.

*Article 11***Final provisions**

1. Either Party may terminate the present Agreement by notifying the other Party in writing. The termination shall be effective 30 days after it is delivered to the receiving Party, unless otherwise agreed to by the Parties in writing.

2. The obligation concerning security and confidentiality of information, referred to in Article 7, the obligation to return samples, referred to in Article 4(4), and the obligation concerning settlement of disputes, referred to in Article 10, shall continue to be binding on both Parties after the termination of the Agreement.

3. The Annex to this Agreement shall form an integral part thereof.

4. This Agreement shall be drawn up in two copies in the English language, each copy being equally authentic.

5. This Agreement shall enter into force on the day following its signature by both parties.

6. This Agreement shall be published in the *Official Journal of the European Union*.

For the ECB  
Jean-Claude TRICHET  
President  
Date: 29.3.04

For the ICPO-Interpol  
Ronald K. NOBLE  
Secretary General  
Date: 3.3.04

## ANNEX

**SPECIFICATIONS FOR TRANSMISSION OF IMAGES OF COUNTERFEIT EURO BANKNOTES**

Each electronic transmission of counterfeit euro banknotes should include:

- the entire front of the note, shown flat and undistorted, scanned as a 24-bit bitmap image at a resolution of not less than 150 dots per inch (dpi), and
- the entire reverse of the note, shown flat and undistorted, scanned as a 24-bit bitmap image at a resolution of not less than 150 dpi, and
- any areas of special interest (e.g. microtext) should also be scanned as a 24-bit bitmap image at a resolution of 300 dpi.

All files sent electronically must be encrypted using an encryption system that is agreed upon by the Parties.

**FORM REPORTED EURO COUNTERFEITS <sup>(1)</sup>**

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<sup>(1)</sup> For reasons of confidentiality, this form will not be published.