

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE SOUTH AFRICAN POLICE SERVICE**  
**AND**  
**THE AUSTRALIAN FEDERAL POLICE**  
**ON**  
**POLICE COOPERATION**

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## **PREAMBLE**

The South African Police Service (SAPS), herein represented by General MV Phiyega in her capacity as National Commissioner of the South African Police Service, and the Australian Federal Police (AFP), herein represented by Commissioner Andrew Colvin in his capacity as Commissioner of the Australian Federal Police, (hereinafter jointly referred to as the "Participants" and separately as a "Participant");

**RECOGNIZING** the importance of the promotion and development of cooperation in the field of combating crime, in particular transnational organised crime;

**NOTING** the cordial relationship which exists between the Participants and the successes which have already been achieved through ongoing cooperation between the Participants;

**WISHING** to formalise and further develop the existing cooperation in the interests of both Participants;

**HEREBY** reach the following understandings:

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**AIM AND OBJECTIVES**

- (1) The Participants will strive to promote bilateral cooperation in the prevention, combating and investigation of crime, and to improve the quality of policing.
- (2) This Memorandum of Understanding establishes the framework for bilateral police cooperation between the Participants.
- (3) The Participants will use their best efforts to cooperate in accordance with the provisions of this Memorandum of Understanding, acting under their jurisdiction and subject to the international obligations and domestic law applicable to the Participants.

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**IMPLEMENTATION OF THIS MEMORANDUM OF UNDERSTANDING**

- (1) The contact persons responsible for the implementation of this Memorandum of Understanding will be -
  - (a) in the case of the SAPS, the Section Head: International Liaison;  
and
  - (b) in the case of the AFP, the AFP Liaison Officer attached to the Australian High Commission in Pretoria.
- (2) The contact persons will, in the implementation of this Memorandum of Understanding, act within the areas of their responsibility and subject to the international obligations and domestic law applicable to the Participants.



- (3) The provisions of this clause must not be construed as precluding direct communication between the AFP Liaison Officer and the Directorate for Priority Crime Investigation and other operational divisions of SAPS on matters of an operational nature.

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**AREAS OF COOPERATION**

- (1) The Participants will, cooperate in preventing, detecting, combating and investigating crime, including, but not limited to:
- (a) transnational organised crime;
  - (b) the illicit production of and trafficking in narcotic drugs and psychotropic substances, including precursors;
  - (c) illegal trafficking in firearms, ammunition, explosives, poisonous substances, including nuclear, chemical and biological materials;
  - (d) trafficking in stolen goods, including motor vehicles and objects of cultural and historical value;
  - (e) illegal trafficking in unpolished diamonds, unwrought precious metal and related crimes;
  - (f) trafficking in persons;
  - (g) economic crimes, including money laundering;
  - (h) the production and sale of forged banknotes, securities, identity documents and other forged or falsified documents;

- (i) cyber crime;
  - (j) crimes related to intellectual property rights; and
  - (k) environmental crimes.
- (2) The Participants will also cooperate in preventing and suppressing terrorist acts in accordance with the domestic law in force in their countries and applicable international conventions and United Nations Security Council Resolutions.
- (3) The Participants further undertake to cooperate in the fields of capacity building and training of staff.
- (4) With due regard to the provisions of clause 1, this Memorandum of Understanding does not preclude the Participants from determining and developing other areas and forms of cooperation.
- (5) This Memorandum of Understanding does not apply to extradition and mutual legal assistance in criminal matters.

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**MANNER OF COOPERATION**

In order to give effect to the provisions of clause 3, cooperation between the Participants is to take place through the following:

- (a) the exchange of information on crimes, criminals, criminal organisations and their modus operandi, structures and contacts which are of interest to both Participants;
- (b) the exchange of information, including operational and forensic information about narcotic drugs and psychotropic substances, including

exchange of samples of narcotic drugs and psychotropic substances and precursors of natural or synthetic origin;

- (c) the exchange of information with a view to assisting in the control and supervision of the trade in precursors and essential chemicals, in order to prevent the diversion thereof;
- (d) taking necessary measures to coordinate investigations and operations, including the implementation of special investigative techniques, such as controlled deliveries, surveillance and undercover operations, for the purpose of gathering evidence so that legal action may be taken against the persons involved in crime;
- (e) searching for persons who are evading criminal prosecution or execution of a sentence and also for persons who are reported missing;
- (f) the exchange of information on and opportunities for the training of police officials, as well as information and working experience in respect of the equipment and methods used in the investigation and combating of crime.
- (g) the exchange of legislation and technical literature in areas covered within the scope of this Memorandum of Understanding;
- (h) the execution of requests or proposals for assistance as contemplated in clause 5; and
- (i) participation in joint projects as contemplated in clause 8.

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**REQUESTS OR PROPOSALS FOR ASSISTANCE**

- (1) Cooperation within the framework of this Memorandum of Understanding is to take place on the basis of requests for assistance from the interested

Participant or on the initiative of the Participant which deems such assistance to be of interest to the other Participant.

- (2) Requests and proposals for assistance will be made in writing. In cases of emergency, requests and proposals may be made orally, but will be confirmed in writing within seven days from the date on which such oral request or proposal was made.
- (3) Requests and proposals for assistance will contain –
  - (a) details of the case or matter;
  - (b) the purpose of and grounds for the request;
  - (c) a description of the assistance requested or proposed; and
  - (d) any other information which may assist in the effective execution of the request or proposal.
- (4) Requests and proposals for assistance will be signed by the relevant Participant or his or her delegate.

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**REFUSAL OF ASSISTANCE**

- (1) Assistance contemplated in this Memorandum of Understanding may be refused wholly or partially if a Participant deems the execution of a request or proposal to be detrimental to the sovereignty, security, public order or other essential interests of its State, or deems it to be in conflict with the domestic law or international obligations applicable to the relevant Participant.

- (2) A Participant may also refuse assistance if the execution of a request or proposal does not fall within its area of responsibility, or imposes an excessive burden on available resources.
- (3) The Participant who made the request or proposal will be notified in writing about full or partial refusal to execute the request or proposal together with an explanation of the reasons for such refusal.

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### **EXECUTION OF REQUESTS OR PROPOSALS FOR ASSISTANCE**

- (1) The Participants will take all measures to ensure the prompt and full execution of a request or a proposal.
- (2) The Participant who requested or proposed assistance will be notified immediately of any circumstances hampering the execution thereof.
- (3) The requested Participant will, at its earliest convenience, inform the requesting Participant about the results of the execution of the request or proposal.

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### **JOINT PROJECTS**

- (1) The Participants may agree to develop and participate in joint projects relating to a specific area of cooperation. A project document detailing the nature and particulars of the project will be deemed to have been concluded in terms of this Memorandum of Understanding, provided that such document is signed by both the National Commissioner of the SAPS and the Commissioner of the AFP, or his or her delegate.

- (2) All projects so approved will, save in so far as the specific project document provides otherwise, be deemed to commence on the date of the last signature thereof and will continue until the objective thereof has been achieved or the Participants agree to the termination thereof.
- (3) All projects will automatically terminate upon the termination of this Memorandum of Understanding.

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**LIMITATIONS RELATING TO THE USE OF  
INFORMATION AND DOCUMENTS**

- (1) Each Participant will ensure the confidentiality of information and documents received from the other Participant in accordance with conditions determined by the providing Participant in writing.
- (2) Information and documents received in accordance with this Memorandum of Understanding are not to be used without the consent of the providing Participant for purposes other than those for which they were requested and provided.
- (3) Information and documents received from a Participant in accordance with this Memorandum of Understanding will not be disclosed to a third party, except with the prior written consent of the Participant providing such information and documents.
- (4) The obligations of the Participants set out in this clause will survive the termination of this Memorandum of Understanding.

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**EXPENSES**

- (1) Each Participant will bear its own costs associated with its cooperation in accordance with this Memorandum of Understanding, unless otherwise agreed upon in writing.
- (2) Ordinary expenses incurred in processing a request or proposal in terms of this Memorandum of Understanding will be borne by the Participant executing such request or proposal, unless otherwise agreed upon in writing.
- (3) Should a request or proposal involve high or extraordinary expenses, the Participants will consult with each other in order to establish the terms and conditions under which it is to be processed, and the way in which the expenses are to be borne.
- (4) Unless otherwise agreed, the costs of meetings will be borne by the receiving Participant and the travel and accommodation costs of visiting delegates by the sending Participant.

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**MEETINGS AND CONSULTATIONS**

In order to facilitate the execution of this Memorandum of Understanding, the Participants or their representatives will, when necessary, have bilateral meetings and consultations with a view to discussing and improving cooperation.

**RESOLUTION OF DIFFERENCES**

Any difference between the Participants arising out of the interpretation or implementation of this Memorandum of Understanding will be resolved amicably through consultation or negotiations between the Participants.

**FINAL PROVISIONS**

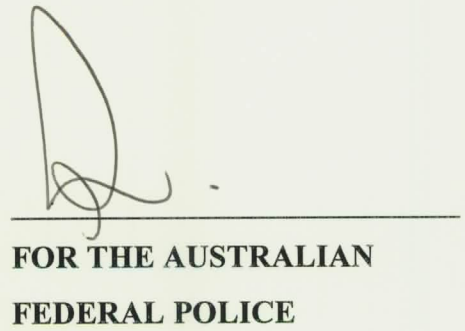
- (1) This Memorandum of Understanding will enter into effect on the date of signature thereof.
- (2) This Memorandum of Understanding will remain in effect until terminated by either Participant giving six (6) months' written notice in advance to the other Participant of its intention to terminate it.
- (3) This Memorandum of Understanding may be amended by mutual consent of the Participants in writing.
- (5) This Memorandum of Understanding does not constitute a treaty and will not create any rights and obligations under International Law.

**IN WITNESS WHEREOF** the undersigned have signed this Memorandum of Understanding in duplicate in the English language, both texts being equally authentic.

DONE at MONACO on this 5<sup>th</sup> day of October 2014.



FOR THE SOUTH AFRICAN  
POLICE SERVICE



FOR THE AUSTRALIAN  
FEDERAL POLICE