



**AGREEMENT BETWEEN**

**THE GOVERNMENT  
OF THE REPUBLIC OF SOUTH AFRICA**

**AND**

**THE GOVERNMENT  
OF THE REPUBLIC OF HUNGARY**

**IN RESPECT OF COOPERATION IN THE COMBATING OF  
ORGANIZED CRIME, ILLICIT DRUG TRAFFICKING  
AND OTHER SERIOUS CRIMES**

**PREAMBLE**

The Government of the Republic of South Africa and the Government of the Republic of Hungary (hereinafter jointly referred to as the "Parties" and separately as a "Party");

**GUIDED** by the endeavour to contribute to the development of their bilateral relations;

**CONVINCED** of the substantial importance of combating and effectively preventing crime, especially organized crime, illicit drug trafficking and other serious crime;

**DESIRING** to harmonize their actions against internationally organized crime; and

**TAKING INTO CONSIDERATION** their international obligations

**HEREBY AGREE** as follows:

## **ARTICLE 1**

### **AREAS OF COOPERATION**

The Parties shall, subject to their domestic law, cooperate in the combating, prevention and prosecution of organized crime, illicit drug trafficking, the illicit production, procurement, importation, exportation of and trafficking in radioactive substances, and other serious crimes, especially in circumstances where the crimes or their preparations are carried out in the territory of the country of a Party and the data and/or information obtained refers to the territory of the country of the other Party.

## **ARTICLE 2**

### **ORGANIZED AND SERIOUS CRIME**

Subject to their domestic law, the Parties undertake to cooperate in the detection and prevention of serious crime, especially organized crime, and shall, through their organizations authorized to give effect to this Agreement (hereinafter referred to as "the authorized organizations") -

- (a) share information on persons involved in such crimes, with specific reference to the identity of the perpetrator, the perpetrator's connections, the structure of the organization or group, the characteristic group attitude and characteristic attitudes of the perpetrators, the relevant facts (with due regard to the time, location and method of the offence), the victim, the laws violated, measures taken, as well as any other relevant details which may be necessary for the prevention and suppression of such crimes;
- (b) ensure coordinated police action in investigations and where practical and feasible in the circumstances, afford personnel, infra-structural and organizational support;
- (c) exchange information and experiences on new trends in international crime and the method of their commission; and
- (d) exchange the results of criminalistic, criminological and other crime related research and share experiences gained during criminal investigations and through the application of specific working methods and equipment.

## **ARTICLE 3**

### **DRUG TRAFFICKING**

In order to combat the illicit cultivation, production, extraction, export, import, transit and illicit trafficking in narcotic drugs, psychotropic substances and precursors, and subject to their domestic law, the authorized organizations of the Parties shall:

- (a) share information on persons involved in such activities with specific reference to the methods employed by such persons, the storage, transport, origin and destination of narcotic drugs and psychotropic substances, as well as any other relevant details, as may be necessary to combat such crimes;
- (b) exchange information on international drug trafficking;
- (c) upon request, provide samples of confiscated synthetic, natural and psychotropic substances; and
- (d) cooperate in the execution of controlled deliveries, as defined in the United Nations Convention Against the Illicit Traffic in Narcotic Drugs and Psychotropic Substances, Vienna, 1988.

## **ARTICLE 4**

### **COORDINATED MEASURES IN COMBATING CRIME**

The authorized organizations of the Parties may meet to prepare, promote and execute coordinated measures to combat crime.

## **ARTICLE 5**

### **COOPERATION IN GENERAL**

The authorized organizations of the Parties:

- (a) may exchange expertise and assist each other in the training of personnel;
- (b) shall exchange information and experience about their respective legislation relating to crime  
and
- (c) shall exchange information on the proceeds derived from criminal acts.

## **ARTICLE 6**

### **AUTHORIZED ORGANIZATIONS**

The Parties shall, prior to the entry into force of this Agreement, identify the authorized organizations charged with the implementation of this Agreement through diplomatic channels.

## **ARTICLE 7**

### **IMPLEMENTATION AND EXECUTION OF THE AGREEMENT**

- (1) In order to achieve the objectives of this Agreement, the authorized organizations shall cooperate directly with each other and may, by means of a separate protocol or protocols, define the specific fields of cooperation and specify the form and channels of communication to be used.
- (2) The authorized organizations may, if necessary, consult with the view to improving and co-ordinating the co-operation contemplated in this Agreement.
- (3) In the absence of any Agreement to the contrary, the English language shall be used as the medium of communication.

## **ARTICLE 8**

### **PROTECTION OF CLASSIFIED INFORMATION**

- (1) Recognising the necessity for confidentiality in combating crime, the Parties undertake to ensure that all personal data, documents, equipment and information delivered in terms of this Agreement:
  - (a) are dealt with by the receiving authorized organization in strict adherence to the highest degree of confidentiality which the delivering authorized organization may determine; and
  - (b) are not communicated or delivered to another country, without the prior written authority of the delivering authorized organization.
- (2) The authorized organizations reserve the right to refuse delivery of classified information where, in the opinion of the delivering authorized

organization, confidentiality cannot be guaranteed by the receiving authorized organization.

## ARTICLE 9

### PROTECTION OF PERSONAL DATA

- (1) Subject to the domestic law of the Parties, the use, disclosure and management of personal data, delivered and received in terms of this Agreement, shall be subject to the following terms and conditions:
  - (a) The delivering authorized organization shall ensure that all personal data is accurate. Upon detecting any inaccuracy, or where restricted data has erroneously been delivered, the receiving authorized organization shall, without delay, correct or delete the data, as the case may be.
  - (b) The receiving authorized organization shall ensure that all personal data received is utilized solely for the purpose and on the conditions which the delivering authorized organization has determined.
  - (c) Personal data may only be transferred to the law enforcement organizations of the Parties and may not, without the prior written consent of the delivering authorized organization, be transferred or disclosed to any other organization.
  - (d) The receiving authorized organization shall ensure that personal data is not retained for longer than is required and shall comply with any deadline or time constraint which the delivering authorized organization may determine. Upon the expiry of such period or when the necessity of the information ceases to exist, the receiving authorized organization shall forthwith cancel the data and inform the delivering authorized organization accordingly. All received data shall be cancelled upon termination of this Agreement.
  - (e) The authorized organizations shall take such steps as may be necessary to ensure that data so received remains free from unauthorized access, change and publication. The receiving authorized organization shall, if so requested, supply the delivering authorized organization with particulars on how the data was utilized and of the results achieved.
  - (f) The person of whom data is or was delivered shall, upon his or her request, be notified of the data transferred and the proposed use thereof, provided the national legislation of the Party to whom this request was forwarded to, makes it possible, and provided such disclosure is not contrary to the national legislation of the delivering Party.

- (2) Notwithstanding the provisions of sub Article (1), the delivering authorized organization may refuse to disclose personal data to the other authorized organization in circumstances where, in its opinion, such disclosure is not necessary to achieve the purpose of this Agreement or would be in conflict with its domestic law or where it is not satisfied that the receiving authorized organization can comply with any restriction or condition imposed. In this regard the delivering authorized organization may, as a pre-condition to delivery, require a written guarantee from the receiving authorized organization that it will comply with all restrictions and conditions imposed.
- (3) A register of all personal data received, delivered and cancelled, shall be maintained by the authorized organizations of the Parties.

## **ARTICLE 10**

### **RIGHT OF REFUSAL**

The authorized organizations of the Parties reserve the right to refuse any request, either partially or in its entirety, or to conditionally fulfil the request in circumstances where, in the authorized organizations' opinion, the fulfilment of such request would be in conflict with the domestic law of the Parties, endanger security, public order, or otherwise not be in the best interests of the Parties.

## **ARTICLE 11**

### **OTHER AGREEMENTS**

This Agreement shall in no way be construed as derogating from any other agreements entered into between the Parties or from their international obligations.

## **ARTICLE 12**

### **PAYMENT OF COSTS**

Save in as far as is otherwise agreed, each Party shall bear its own costs in the course of the implementation of this Agreement.

## **ARTICLE 13**

### **AMENDMENT OF THE AGREEMENT**

- (1) This Agreement may be amended by mutual consent of the Parties through an exchange of Notes between the Parties through diplomatic channels.
- (2) Any amendment agreed to by the Parties shall enter into force on the date the Parties have notified each other through diplomatic channels of their compliance with their constitutional requirements for the entry into force of the amendment.

## **ARTICLE 14**

### **SETTLEMENT OF DISPUTES**

Any dispute between the Parties arising out of the interpretation of this Agreement shall be settled through consultation or negotiation between the Parties.

## **ARTICLE 15**

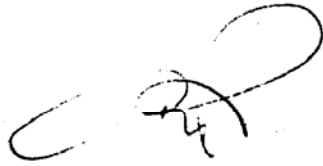
### **ENTRY INTO FORCE AND TERMINATION**

- (1) This Agreement shall enter into force on the thirtieth day following the date on which the Parties have notified each other in writing through diplomatic channels of their compliance with their constitutional requirements for the entry into force of the Agreement. The date of entry into force shall be calculated from the date of the last notification.
- (2) This Agreement shall remain in force for an indefinite period, until terminated by either Party, six months after written notification thereof was received by the other Party through diplomatic channels.

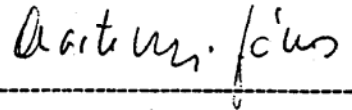


**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto by their Governments, have signed the Agreement.

**DONE AT BUDAPEST** on this <sup>MAY</sup> **THIRD** day of <sup>^</sup>in this year **Nineteen Hundred and Ninety Nine**, in two originals in the English and Hungarian languages, both texts being equally authentic.



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