



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SOUTH AFRICAN POLICE SERVICE

AND

THE NAMIBIAN POLICE FORCE

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 Namibian Police Force (NAMPOL), herein represented by Lieutenant General **SH NDEITUNGA** in his capacity as Inspector General of the Namibian Police Force, (hereinafter jointly referred to as the "Participants" and separately as a "Participant");

REALIZING the importance of the promotion and development of police cooperation;

RECALLING the objectives and principles of the Agreement in respect of Cooperation and Mutual Assistance in the Field of Crime Combating signed in Harare on 1 October 1997, as well as the Constitution of the Southern African Regional Police Chiefs Co-operation Organisation (SARPCCO);

WISHING to further develop cooperation in the interests of both Participants;

HEREBY reach the following understanding:

CLAUSE 1 OBJECTIVES

- (1) The Participants will strive to enhance bilateral cooperation in the fields of law enforcement, the prevention, combating and investigation of crime and improving the quality of policing.
- (2) This Memorandum of Understanding establishes a framework for bilateral police cooperation between the Participants.

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- (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.
- (4) The provisions of this Memorandum of Understanding will not affect the rights and obligations arising out of international treaties binding to the Participants.

CLAUSE 2
IMPLEMENTATION OF THIS MEMORANDUM OF
UNDERSTANDING

- (1) The contact persons responsible for coordinating 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 NAMPOL, the Principal Staff Officer; Office of the
Inspector General.
- (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.

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CLAUSE 3
AREAS OF COOPERATION

- (1) The Participants will cooperate in preventing, detecting, combating and investigating transnational crime, including, but not limited to:
- (a) Organised crime;
 - (b) illicit trafficking of narcotic drugs, psychotropic substances and precursors;
 - (c) trafficking in persons;
 - (d) economic crimes, including money laundering;
 - (e) illicit trafficking of firearms, ammunition, explosive materials, toxic substances, including nuclear, chemical and biological materials;
 - (f) cyber crime;
 - (g) corruption;
 - (h) illicit trafficking of stolen goods, including motor vehicles and objects of cultural and historical value;
 - (i) illicit trafficking of unpolished diamonds, unwrought precious metal and related crimes;
 - (j) crimes related to intellectual property rights; and
 - (k) environmental crimes.
- (2) The Participants undertake to cooperate in the field of human resources.

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- (3) The Participants further undertake to cooperate in the fields of border management, rural safety and policing.
- (4) This Memorandum of Understanding does not apply to extradition and mutual legal assistance in criminal matters.
- (5) With due regard to the provisions of clauses 3(1) to 3(4), the Participants may, within their competency, determine and develop other areas and forms of police cooperation.

CLAUSE 4
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 relating to crimes which are being planned or have been committed and relating to persons and organisations involved in such crimes;
- (b) the exchange of information, including operational and forensic information about narcotic drugs and psychotropic substances, including exchange of samples of narcotic drugs, 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

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purpose of gathering evidence so that legal action may be taken against the persons involved in crime;

- (e) searching for persons who are reported missing;
- (f) the exchange of opportunities for the training of police officials;
- (g) the exchange of information and working experience in respect of the equipment and methods used in the investigation and combating of crime;
- (h) the sharing of information and expertise on matters relating to command and control, and discipline management;
- (i) the sharing of information and expertise on the recruitment and training of staff, as well as the retention of skills, especially within the environment of detectives;
- (j) the sharing of information and expertise on border management, and on rural safety and policing;
- (k) the exchange of legislation and technical literature in areas covered within the scope of this Memorandum of Understanding;
- (l) the execution of requests and proposals as contemplated in clause 5.

CLAUSE 5

REQUESTS AND PROPOSALS FOR ASSISTANCE

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

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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 fourteen (14) days from the date on which such oral request or proposal was made.
- (3) Should there be any doubt about the authenticity or the content of the request, further confirmation may be requested.
- (4) Requests and proposals for assistance will contain the following information:
 - (a) details of the case or matter;
 - (b) the purpose of and grounds for the request or proposal;
 - (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.
- (5) Requests and proposals for assistance will be signed by the relevant Participant or his/her delegate.

CLAUSE 6
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

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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.

CLAUSE 7

EXECUTION OF REQUESTS AND PROPOSALS

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

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CLAUSE 8
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.

CLAUSE 9
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.

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- (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.

**CLAUSE 10
LANGUAGE**

The Participants, in the course of their cooperation in accordance with this Memorandum of Understanding, will use English as their medium of communication.

**CLAUSE 11
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.

**CLAUSE 12
RESOLUTION OF DIFFERENCES**

Any differences 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.

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**CLAUSE 13
AMENDMENTS**

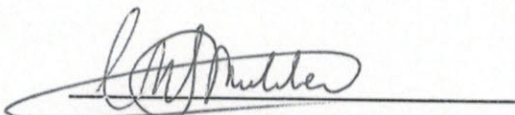
This Memorandum of Understanding may be amended by mutual consent of the Participants in writing.

**CLAUSE 14
FINAL PROVISIONS**

- (1) This Memorandum of Understanding will enter into effect on the date of signing 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 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 Windhoek, Namibia on this 23rd day of May 2014.



**FOR THE SOUTH AFRICAN
POLICE SERVICE**



**FOR THE NAMIBIAN
POLICE FORCE**