

MEMORANDUM OF UNDERSTANDING BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF
RWANDA**

AND

**THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
ON POLICE COOPERATION**

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PREAMBLE

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

WISHING to consolidate and develop the cordial relations between the Republic of Rwanda and the Republic of South Africa;

WISHING FURTHER to promote peace, stability, security and prosperity in their respective countries;

RECOGNIZING the importance of the promotion and development of cooperation in the field of combating crime;

TAKING INTO ACCOUNT the objectives and principles of international agreements to which they are parties, as well as resolutions of the United Nations and its specialized agencies on combating crime;

HEREBY AGREE as follows:

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Article 1

COMPETENT AUTHORITIES AND OBLIGATION TO COOPERATE

- (1) The competent authorities responsible for the implementation of this Memorandum of Understanding shall be -
 - (a) on the Rwandan part, the Ministry of Internal Affairs; and
 - (b) on the South African part, the Department of Safety and Security.

- (2) The competent authorities shall cooperate in accordance with the provisions of this Memorandum of Understanding, acting under their jurisdiction and subject to the international obligations and domestic law of the Parties.

Article 2

AREAS OF COOPERATION

- (1) The competent authorities, within their means, undertake to cooperate in preventing, combating and investigating crime, including, but not limited to -
 - (a) organized crime and corruption;
 - (b) the illicit production of and traffic in narcotic drugs and psychotropic substances, including those materials which

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are used in their production;

- (c) trafficking in firearms, ammunition, explosives and poisonous substances, including radioactive materials;
 - (d) trafficking in stolen goods;
 - (e) trafficking in persons;
 - (f) economic crimes, including money laundering; and
 - (g) the production and sale of forged banknotes, securities and other fraudulent documents.
- (2) The competent authorities further undertake to cooperate in the field of public order policing and training of staff.
- (3) With due regard to the provisions of subArticles (1) and (2), this Memorandum of Understanding does not preclude the competent authorities from determining and developing other areas and forms of police cooperation.
- (4) This Agreement does not apply to extradition and mutual legal assistance in criminal matters.

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Article 3

MANNER OF COOPERATION

In order to give effect to the provisions of Article 2, the competent authorities shall cooperate in the following manner:

- (a) The exchange of information on working experience in respect of police and criminal sciences, including personnel training courses as well as victim support programmes;
- (b) the exchange of information of interest relating to crimes which are being planned or have been committed and to persons and organizations involved in these crimes;
- (c) the exchange of information of interest relating to the maintenance of public order;
- (d) the exchange of information, including operational and forensic information about narcotic drugs and psychotropic substances;
- (e) the exchange of information to aid in the control and supervision of the trade in precursors and essential chemicals, thus preventing the diversion thereof;
- (f) the exchange of legislation;

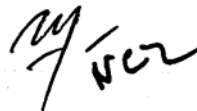
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- (g) the exchange of scientific and technical literature and data on the functions of the competent authorities;
- (h) taking the necessary measures to coordinate the implementation of special investigative techniques, such as controlled deliveries, surveillance and undercover operations, for the purpose of gathering evidence so that legal action may be taken against persons involved in offences targeted by these techniques;
- (i) searching for persons who are evading criminal prosecution or execution of a sentence and also for persons who are reported missing;
- (j) the execution of requests as contemplated in Article 4.

Article 4

REQUESTS FOR ASSISTANCE

- (1) Cooperation within the framework of this Memorandum of Understanding shall take place on the basis of requests for assistance from the interested competent authority or on the initiative of the competent authority which deems such assistance to be of interest to the other competent authority.
- (2) Requests for assistance shall be made in writing. In cases of emergency, requests may be made orally, but shall be confirmed in writing within seven days.

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- (3) Should there be any doubt about the authenticity or the content of the request, further confirmation may be requested.
- (4) Requests for assistance shall contain -
 - (a) the name of the agency of the competent authority which applies for assistance and the name of the agency of the competent authority to which application has been made for assistance;
 - (b) details of the case;
 - (c) the purpose of and grounds for the request;
 - (d) a description of the assistance requested; and
 - (e) any other information which may assist in the effective execution of the request.
- (5) Requests for assistance shall be signed by the head of the competent authority or its delegate.

Article 5

REFUSAL OF ASSISTANCE

- (1) Assistance within this Memorandum of Understanding may be refused wholly or partially if the requested competent authority

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deems the execution of the request to be detrimental to the sovereignty, security, public order or other essential interests of its State, or deems it to be in conflict with its domestic law or international obligations.

- (2) Assistance may also be refused if execution of the request imposes an excessive burden on the resources of the requested competent authority.
- (3) If possible, the requested competent authority shall, before taking a decision to refuse the assistance requested in accordance with subArticle (1), consult with the requesting competent authority in order to establish whether the assistance may be granted on the conditions which the requested competent authority may impose. If the requesting competent authority agrees to receive assistance under the suggested conditions, it shall comply with these conditions.
- (4) The requesting competent authority shall be notified in writing about full or partial refusal to execute the request together with an explanation of the reasons for such refusal.

Article 6

EXECUTION OF REQUESTS

- (1) The requested competent authority shall take all measures to ensure the prompt and full execution of requests.

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- (2) The requesting competent authority shall be notified immediately of any circumstances hampering the execution of the request or causing considerable delay in its execution.
- (3) If the execution of the request does not fall within the jurisdiction of the requested competent authority, it shall immediately notify the requesting competent authority accordingly.
- (4) The requested competent authority may request such further information as it deems necessary to duly execute the request.
- (5) If the requested competent authority considers that the immediate execution of the request may hamper criminal prosecution, other proceedings or investigations being carried out in its State, it may suspend the execution of the request or allow the execution under conditions which were set as necessary after consultations with the requesting competent authority. If the requesting competent authority agrees to receive assistance under the suggested conditions, it shall comply with these conditions.
- (6) On receipt of the application made by the requesting competent authority, the requested competent authority shall take all necessary measures to ensure the confidentiality of the fact that the request was made, its contents and annexed documents, as well as the fact of providing assistance. If it is not possible to execute the request without preserving its confidentiality, the requested competent authority shall inform the requesting competent authority accordingly, after which the latter may decide as to whether it will be acceptable to execute the request under

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such conditions.

- (7) The requested competent authority shall, at its earliest convenience, inform the requesting competent authority about the results of the execution of the request.

Article 7

LIMITATIONS RELATING TO THE USE OF INFORMATION, DOCUMENTS AND PERSONAL DATA

- (1) Each competent authority shall ensure the confidentiality of information, documents and personal data received from the other competent authority, if they are restricted or the latter competent authority disapproves of its disclosure. The degree of such a restriction shall be determined by the providing competent authority.
- (2) Information, documents and personal data received in accordance with this Memorandum of Understanding are not to be used without the consent of the providing competent authority for purposes other than those for which they were requested and provided.
- (3) Information, documents and personal data received from a competent authority in accordance with this Memorandum of Understanding shall not be disclosed to a third party, except with the prior written consent of the providing authority.

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Article 8

EXPENSES

Ordinary expenses incurred in processing a request in terms of this Memorandum of Understanding shall be borne by the requested Party, unless otherwise agreed upon by the Parties. Should the request involve high or extraordinary expenses, the Parties shall consult each other in order to establish the terms and conditions under which the request shall be processed, and the way in which the expenses shall be borne.

Article 9

LANGUAGE

The competent authorities, in the course of their cooperation in accordance with this Memorandum of Understanding, shall use English as the medium of communication.

Article 10

MEETINGS AND CONSULTATIONS

In order to facilitate the execution of this Memorandum of Understanding, representatives of the competent authorities shall, when necessary, have bilateral meetings and consultations with a view to discussing and improving cooperation.

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Article 11

SETTLEMENT OF DISPUTES

Any dispute between the Parties arising out of the interpretation or implementation of this Memorandum of Understanding shall be settled amicably through consultation and negotiations between the Parties.

Article 12

RELATION TO OTHER INTERNATIONAL TREATIES

The provisions of this Memorandum of Understanding shall not affect the rights and obligations arising out of other international treaties to which the Parties are signatories.

Article 13

ENTRY INTO FORCE, TERMINATION AND AMENDMENT

- (1) This Memorandum of Understanding shall enter into force on the date on which each Party has notified the other in writing through the diplomatic channel of its compliance with the constitutional and other internal legal requirements necessary for the implementation of this Memorandum of Understanding. The date of entry into force shall be the date of the last notification.

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- (2) This Memorandum of Understanding shall remain in force until terminated by either Party giving six months written notice in advance through the diplomatic channel to the other Party of its intention to terminate this Memorandum of Understanding.
- (3) This Memorandum of Understanding may be amended by mutual consent of the Parties through an exchange of notes between the Parties through the diplomatic channel.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed and sealed this Memorandum of Understanding in duplicate in the English language, both texts being equally authentic.

DONE at *Kigali* on this *5th* day of *December* in this year 2002.

Jean de Dieu NDIRUHINGWA

[Signature]

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**FOR THE GOVERNMENT OF
THE REPUBLIC OF
RWANDA**

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