

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE ROYAL SWAZILAND POLICE SERVICE**  
**AND**  
**THE SOUTH AFRICAN POLICE SERVICE**  
**ON**  
**STRENGTHENING POLICE COOPERATION**

## **PREAMBLE**

The Royal Swaziland Police Service and the South African Police Service, hereinafter jointly referred to as the “Services” and separately as a “Service”;

**RECOGNIZING** the importance of the promotion, strengthening and development of police cooperation;

**RECALLING** the Agreement between the Government of the Republic of South Africa and the Government of the Kingdom of Swaziland in respect of Cooperation and Mutual Assistance in the Field of Crime Combating, signed on 10 August 1995, and the Agreement in respect of Cooperation and Mutual Assistance in the Field of Crime Combating, signed by the Republic of South Africa and the Kingdom of Swaziland and other countries of the Southern African region in Harare on 1 October 1997;

**WISHING** to further develop bilateral cooperation in order to promote stability, security and sustainable development in the countries of the Services;

**HEREBY** reach the following understanding:

### **1**

#### **OBJECTIVE**

The objective of this Memorandum of Understanding (hereinafter referred to as the “MoU”) is to enhance police cooperation between the Services through the establishment of -

- (a) a framework for the exchange of information, experience, best practices and knowledge; and
- (b) mechanisms for combating cross-border crime, including the management and conducting of joint police operations.

**SCOPE OF COOPERATION**

- (1) The cooperation contemplated in clause 1 of this MoU may relate to the following areas:
  - (a) The prevention, combating and investigation of transnational crime, including, but not limited to:
    - (i) Organised crime;
    - (ii) illicit manufacturing and trafficking of narcotic drugs, psychotropic substances and precursors;
    - (iii) trafficking in persons;
    - (iv) kidnapping of persons;
    - (v) economic crimes, including money laundering;
    - (vi) illicit trafficking of firearms, ammunition, explosive materials, toxic substances, including nuclear, chemical and biological materials;
    - (vii) stock theft;
    - (viii) cyber crime;
    - (ix) corruption;
    - (x) illicit trafficking of stolen goods, including motor vehicles, products of illegal wildlife trade and objects of cultural and historical significance;

- (xi) illicit trafficking of diamonds, unwrought precious metal and related crimes;
  - (xii) crimes related to intellectual property rights; and
  - (xiii) environmental crimes.
- (b) Training and capacity building of staff.
  - (c) Public order policing.
- (2) The Services 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) This MoU does not apply to any formal request for extradition and mutual legal assistance in criminal matters.

### **3**

#### **OTHER AREAS OF COOPERATION**

This MoU does not preclude the Services from identifying and developing, by consensus, other areas and forms of police cooperation that are compatible with the objective of this MoU.

### **4**

#### **MANNER OF COOPERATION**

- (1) In order to realise the objective of this MoU, the Services will cooperate by -

- (a) the exchange of information and best practices in policing and victim support programmes;
- (b) the exchange of information relating to crimes which are being planned or have been committed and relating to persons and organisations involved in those crimes;
- (c) the exchange of information of interest relating to maintenance of public order;
- (d) the exchange of information, including operational and forensic information about narcotic drugs and psychotropic substances, and products of illegal wildlife trade;
- (e) 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;
- (f) the exchange of information on new criminal trends;
- (g) the exchange of relevant legislation;
- (h) the exchange of scientific and technical literature and data in areas covered within the scope of this MoU;
- (i) 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;

- (j) searching for and tracing missing persons and persons who are evading criminal prosecution or execution of a criminal sentence;
  - (k) the exchange of information and working experience in respect of the equipment and methods used in the investigation and combating of crime;
  - (l) the sharing of information and expertise on matters relating to command and control, and discipline management; and
  - (m) the sharing of information and expertise on the recruitment and training of staff, as well as the retention of skills.
- (2) The Services will use their best efforts to cooperate in accordance with the provisions of this MoU, acting under their jurisdiction and subject to the international obligations and domestic law applicable to the Services.

## 5

### **REQUESTS AND PROPOSALS FOR ASSISTANCE**

- (1) Cooperation within the framework of this MoU is to take place on the basis of requests and proposals for assistance from the interested Service or on the initiative of the Service which deems such assistance to be of interest to the other Service.
- (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 Head of the Service or his or her delegate.

## 6

### **EXECUTION OF REQUESTS AND PROPOSALS**

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

**REFUSAL OF ASSISTANCE**

- (1) Assistance contemplated in this MoU may be refused wholly or partially if a Service 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 Service.
- (2) A Service 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 Service 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.

**LIMITATIONS ON THE USE OF  
INFORMATION AND DOCUMENTS**

- (1) Each Service will ensure the confidentiality of information and documents received from the other Service in accordance with conditions determined by the providing Service in writing.
- (2) Information and documents received in accordance with this MoU are not to be used without the consent of the providing Service for purposes other than those for which they were requested and provided.
- (3) Information and documents received from a Service in accordance with this MoU will not be disclosed to a third party, except with the prior written consent of the Service providing such information and documents.

**COORDINATION AND IMPLEMENTATION**

- (1) The Services designate the following authorities that will be responsible for the coordination and implementation of this MoU:
  - (a) For the Royal Swaziland Police Service, the Director-General: Criminal Investigation Department (CID); and
  - (b) for the South African Police Service, the Deputy National Commissioner: Policing.
- (2) A Technical Working Group will be established that will meet annually or as the need arises in order to assist with the implementation of the MoU, evaluation thereof and to make recommendations in order to improve such cooperation.
- (3) The provisions of this clause will not be interpreted as derogating from the use of existing channels of communication.

**EXPENSES**

- (1) Each Service will bear its own costs associated with its cooperation in accordance with this MoU, unless otherwise agreed upon in writing.
- (2) Ordinary expenses incurred in processing a request or proposal will be borne by the Service executing such request or proposal, unless otherwise agreed upon in writing.
- (3) Should a request or proposal involve high or extraordinary expenses, the Services 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) The requesting Service will bear the expenses relating to training and capacity building, unless otherwise agreed upon.
- (5) Unless otherwise agreed, the costs of meetings will be borne by the receiving Service and the travel and accommodation costs of visiting delegates by the sending Service.

## **11**

### **LANGUAGE**

The Services, in the course of their cooperation in accordance with this MoU, will use English as their medium of communication.

## **12**

### **RESOLUTION OF DIFFERENCES**

Any differences, doubts and omissions arising out of the interpretation or implementation of this MoU will be resolved amicably through consultation or negotiations between the Services.

## **13**

### **RELATION TO OTHER INTERNATIONAL TREATIES**

- (1) The provisions of this MoU will not affect the rights and obligations arising out of the Agreement in respect of Cooperation and Mutual Assistance in the Field of Crime Combating, signed in Harare on 1 October 1997, or any other international treaty binding on the countries of the Services.

- (2) This MoU constitutes a mechanism of police cooperation between the Services and does not intend to create rights and obligations that will bind the Services in terms of International Law.

## **14**

### **AMENDMENTS**

This MoU may be amended by mutual consent of the Services in writing.

## **15**

### **DURATION**

This MoU will remain valid for a period of five (5) years from the date of entry into effect, after which it shall be renewed automatically for an identical period or periods, unless terminated by either Service in accordance with clause 16.

## **16**

### **TERMINATION**


- (1) This MoU may be terminated by either Service by giving at least six (6) month's written notice in advance through appropriate channels to the other Service of its intention to terminate this MoU.
- (2) The termination of this MoU will not affect the full execution of any project or cooperative activity that has already commenced, but has not been fully executed at the time of termination, unless otherwise agreed upon in writing by the Services.

**ENTRY INTO EFFECT**

This MoU will enter into effect on the date on which the Services have notified each other in writing through appropriate channels of their compliance with required procedures.

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

**DONE** at 26/10/2017 on this 26 day of October 2017.  
@ Mbabane  
Police HQs.

  
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Isaac M Magagula Esq. KPM  
National Commissioner  
Royal Swaziland Police Service

  
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