BILATERAL

MEMORANDUM OF UNDERSTANDING BETWEEN THE PHILIPPINE NATIONAL POLICE OF THE REPUBLIC OF THE PHILIPPINES AND THE ROYAL CANADIAN MOUNTED POLICE OF THE GOVERNMENT OF CANADA FOR THE P...

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The Philippine National Police ("PNP") and the Royal Canadian Mounted Police ("RCMP"), hereinafter referred to as "the Participants",

CONSIDERING that children and youth ("children") have the right to be protected and cared for during their development by their family, society, and Government, in all areas and in particular against crimes that seriously endanger their health and psycho-social development;

RECOGNIZING the need to strengthen their cooperation to prevent and fight against the sale of children, child prostitution and child pornography, trafficking, and other forms of child sexual abuse ("crimes against children"), based on their respective national law and bilateral instruments;

ASPIRING / STRIVING to deepen the exchange of information and expertise, the development of joint investigations, and the training and education of Law Enforcement Officials;

RESPECTING the principles of sovereignty and equality, non-intervention in the internal affairs of each country, and other principles of International Law and the United Nations Charter, with the purpose of strengthening their institutional relations;

REAFFIRMING the objectives of the United Nations Convention on the Rights of the Child, its Optional Protocol on the sale of children, child prostitution and child pornography, as well as the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime;

HAVE come to the following understanding:

1. Objective

The objective of this Memorandum of Understanding (MOU) is to enhance cooperation between the Participants in order to effectively prevent and fight crimes against children and guarantee the protection of child victims.

2. Definitions

For the purposes of this MOU:

"child victim": means any person who, under the Participants' respective national law, is considered a minor and is subject to legal protection with regard to crimes against children;

"sale of children", "prostitution", "child pornography", "child trafficking": have the same meaning as in the Optional Protocol to the Convention on the Rights of the Child on the sale of children, child prostitution and child pornography; and the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and

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Children, supplementing the United Nations Convention against Transnational Organized Crime;

"other forms of child sexual abuse": means behaviours classified as sexual offenses that threaten the normal development of children, under the Participant's respective national law;

"suspicious person": means any person who may reasonably be suspected of participating in a crime against a child victim or who may have a history of conviction for participating in such a crime;

"Law Enforcement Officials": means any agent of the national authorities of the Participant, appointed or elected, who exercises police functions and services, especially the powers to arrest, detain, and search.

3. Scope of Application

The Participants will cooperate to prevent and fight the following:

(i)

sale of children;

(ii)

child prostitution;

(iii)

child pornography;

(iv)

trafficking of children;

(v)

transnational Child Sex Offenders;

(vi)

other forms of child sexual abuse that may be of interest to them and that they jointly determine.

4. Protection of Sovereignty

The Participants understand that nothing in this MOU will empower the personnel of a Participant to exercise the jurisdiction or functions of a Law Enforcement Official in the country of the other Participant.

5. Points of Contact

The Participants designate the following as their points of contact in charge of the exchange of information and the establishment of communication channels:

(i) For the PNP:

Women and Children Protection Centre

Ground Floor, SIDD Building, PNPTS Compound

Camp Crame, Quezon City, Philippines

(ii) For the RCMP:

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Behavioural Sciences Investigative Services

Royal Canadian Mounted Police

73 Leikin Drive

Ottawa, Ontario K1A 0R2

Telephone: 1-613-843-4409

E-mail: sergio.pasin@rcmp-grc.gc.ca

6. Forms of Cooperation

(a)

The Participants may cooperate by:

(i)

exchanging information on suspicious persons, persons convicted of a criminal offence(s), criminal organizations, modus operandi, structures and contacts, as well as evidence or other information of interest they may provide on the crimes being investigated, and the legal and scientific instruments aimed at fighting crime against children;

(ii)

exchanging legal and scientific instruments aimed at fighting crime against children;

(iii)

coordinating and executing joint or cooperative investigations, and applying special investigative techniques;

(iv)

working to identify child victims;

(v)

supporting and protecting the rights of child victims during and following investigations;

(vi)

training and educating their Law Enforcement Officials in preventing and fighting crime against children;

(vii)

exchanging experts;

(viii)

exchanging specialized documentation, documented methodologies or techniques, good practices, and technologies applied to preventing and fighting crime against children;

(ix)

identifying new areas for the expansion of cooperation and future arrangements.

7. Requests for Police Assistance

(a)

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The Participants will make requests to each other for police assistance through their points of contact.

(b)

The Participants understand that requests for police assistance will be made in writing. Under urgent circumstances with exception to those that pertain to Item 8. (a), a Participant may make a request verbally by telephone, but will confirm that request in writing within a period not exceeding 7 days.

(c)

The requesting Participant will ensure that a request for police assistance contains:

(i)

the name of the point of contact of the requesting Participant;

(ii)

the name of the point of contact of the requested Participant;

(iii)

detailed information about the case, including the identity and nationality of the persons involved, where they are located, and the particulars that describe their participation in the activities;

(iv)

the purposes and reasons for the request;

(v)

a description of the specific police assistance being requested, and details regarding the intended use of the requested police assistance;

(vi)

any other information that may contribute to the efficient execution of the request.

8. Denying Requests for Police Assistance

(a)

The requested Participant may deny a request for police assistance, in whole or in part, if it believes that:

(i)

fulfilling the request may infringe upon its national sovereignty, security, public order or any other fundamental interest;

(ii)

the request is contrary to its national law or the international obligations of its country;

(iii)

fulfilling the request may cause it to incur expenses that it cannot assume.

(b)

Before denying a request for police assistance for the reasons specified in sub-sub-paragraphs (a)(ii) and (iii),

the requested Participant may contact the requesting Participant for the purpose of negotiating conditions, such as the assumption of costs, that may allow the request to be actioned. If the requesting Participant accepts these conditions, it will comply with them.

(c)

The requested Participant will ensure that the notification to the requesting Participant of complete or partial refusal of a request for police assistance is done in writing and includes the reasons for that decision. The requested Participant may defer a request that disrupts the course of an ongoing investigation.

(d)

The requested Participant will consult the requesting Participant to determine the conditions that would allow the requested Participant to provide the requested police assistance.

9. Executing Requests for Police Assistance

(a)

The requested Participant will take the necessary measures to guarantee the expeditious and complete execution of requests for police assistance.

(b)

The requested Participant will immediately inform the requesting Participant of any circumstance that may impede the execution of a request or cause a significant delay in its execution.

10. Restrictions on the Use of Information

(a)

Each Participant will:

(i)

use the information provided by the other Participant solely for the purposes stipulated in this MOU;

(ii)

exchange information, including information on police intelligence, relevant to meeting the objectives of this MOU;

(iii)

protect the information received by the other Participant and take all necessary steps to preserve its confidentiality and integrity and safeguard it to prevent access, use or diffusion either accidentally or unauthorized;

(iv)

transport, transmit, store, retain and dispose of information in a manner appropriate to the safety classifications and legal requirements of its national law;

(v)

take all reasonable steps to maintain the confidentiality and integrity of the information, and to protect that information from accidental or unauthorized use or disclosure;

(vi)

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classify information provided by the other Participant at the appropriate security level in accordance with its national law, and provide equivalent protection to this information while in its possession;

(vii)

impose conditions on the handling of information provided by the other participant in keeping with what the other Participant deems appropriate and ensure that these conditions are respected;

(viii)

maintain proper records of the transmission and reception of information exchanged;

(ix)

not disclose information provided by the other Participant to third parties without the previous written consent of the other Participant, except in those cases prescribed by its national law;

(x)

limit access to the information to Law Enforcement Officials, whose functions require such access, who are legally bound to maintain its confidentiality, and who have the appropriate security clearance.

(b)

Before using information shared under this MOU for legal proceedings, a Participant will request permission from the other Participant in accordance with the legal assistance mechanism provided for in the multilateral or bilateral instruments signed between their respective countries, or by virtue of the principle of reciprocity.

11. Information Management

Each Participant will administer, maintain and dispose of the information shared under this MOU in accordance with its national law and will:

(i)

promptly notify the other Participant of any unauthorized use or disclosure of information exchanged, as well as provide the details of that unauthorized use or disclosure. If this situation arises, the Participant in charge of protecting the information will take all reasonable and necessary measures to avoid a recurrence;

(ii)

immediately notify the other Participant if it receives a request under its national law to gain access to information shared under this MOU, and take the necessary measures to prevent the disclosure of that information within the limits provided by its national law;

(iii)

Return to the other Participant any information that should not have been shared.

12. Accuracy of Information

Each Participant will:

(i)

make all reasonable efforts to verify the accuracy and completeness of the information provided;

(ii)

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immediately inform the other Participant if it is aware that inaccurate or unreliable information may have been provided or received, and take all reasonable corrective measures. The inaccuracy of the information will not prevent the exchange of information and the conduct of investigations, but it will be specified in the request for police assistance that the information is inaccurate.

13. Meetings and Consultations

(a)

The Participants will hold meetings and consultations to evaluate the application of this MOU, and to assess the development of their cooperation and raise matters and activities of mutual interest.

(b)

The Participants will hold a meeting or consultation once a year, either in the Republic of the Philippines or in Canada, at a date and time mutually determined by the Participants.

14. Costs and Expenses

(a)

The requested Participant will pay for the ordinary costs incurred during the processing of a request for police assistance under this MOU, unless the Participants mutually decide otherwise in writing. In the event of significant or extraordinary costs due to a request, the Participants will consult with each other to establish conditions for the handling of that request and the manner in which those costs will be paid.

(b)

Unless the Participants jointly decide otherwise, the hosting Participant will pay the costs related to hosting a meeting. The Participants will discuss to determine what will be deemed reasonable.

(c)

The Participants will jointly decide on the manner in which they will pay the costs of developing training and education activities, exchange between experts, or other types of police assistance provided under this MOU.

15. Working Languages

The Participants will use English as the working language.

16. Difference in Interpretation and Application

The Participants will resolve any difference in the interpretation and application of this MOU amicably through consultations.

17. Status

This MOU is not legally binding.

18. Final Dispositions

(a)

This MOU will take effect on the date of the later written notification by the Participants, through diplomatic channels, indicating that the domestic requirements for its entry into force have been complied with.

(b)

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The Participants may amend this MOU upon their mutual consent in writing.

(c)

A Participant may terminate this MOU by giving a six (6) months' notice to the other Participant. The Participants understand that termination of this MOU will not exempt them from the commitments entered into during its period of validity.

Signed at Quezon City, this 24th day of July, 2019.

For the Philippine National Police
of the Government of the
Philippines

For the Royal Canadian Mounted
Police of the Government of Canada

(Sgd.)

(Sgd.)

PMGEN ELMO FRANCIS O. SARONA
THE DIRECTOR FOR INVESTIGATION
AND DETECTIVE MANAGEMENT, PNP

CSUPT MARIE-CLAUDE ARSENAULT
DIRECTOR GENERAL-SENSITIVE AND
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Entry into Force: February 22, 2021

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