BILATERAL · OCTOBER 2, 2012

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN PHILIPPINE NATIONAL POLICE AND AUSTRALIAN FEDERAL POLICE ON COMBATING TRANSNATIONAL CRIME & DEVELOPING POLICE COOPERATION

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The Philippine National Police (PNP) and the Australian Federal Police (AFP) (hereinafter referred to as "the Participants")

Recalling the Memorandum of Understanding between the Government of Australia and the Government of the Philippines on Cooperation in Combating Transnational Crime signed on July 14, 2003 in Philippines; and the Memorandum of Understanding between the Australian Federal Police and the Philippine National Police signed October 2, 2012 and November 20, 2018;

Realising that cross-border criminal activities between Australia and the Philippines may pose a very real danger to the stability and security of the peoples of the two countries;

Recognising the need to strengthen international law enforcement cooperation at all levels in combating transnational crime, including terrorism, in a comprehensive manner;

Acknowledging the importance of respecting the sovereignty and territorial integrity of both countries;

Acting in the spirit of partnership and cooperation;

Have reached the following understandings:

PARAGRAPH 1
PURPOSE

1.1 The Participants recognise that preventing the increased threat of complex transnational crime, including terrorism, requires international cooperation.

1.2 The purpose of this MOU is to build on and strengthen the existing framework originally established pursuant to the Memorandum of Understanding between the Australian Federal Police and the Philippine National Police signed in Canberra dated October 2, 2012 and re-signed on November 20, 2018; for the Participants to cooperate on law enforcement, including through consultations, information sharing in all areas of law enforcement, conduct of coordinated operations across all transnational crime types and cooperative assistance in the field of capacity building and professional development to realise their shared goals of strengthening law enforcement cooperation.

1.3 Any assistance and/or cooperation rendered under this MOU will be mutually determined by the Participants.

1.4 Nothing in this MOU is intended to create any legally binding relationship between the Participants, nor is it intended to have any legal or binding effect on either Participant.

1.5 The terms of this MOU operate subject to, and do not supersede, the domestic laws, policies and procedures and international obligations of the Participants, including obligations and commitments arising out of existing

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bilateral agreements between the Participants or multilateral agreements that either Participant has joined or signed.

PARAGRAPH 2
ROLES OF PARTICIPANTS

2.1 The AFP provides police services as described in s.8 of the Australian Federal Police Act 1979 (Cth). The AFP is the major instrument of Commonwealth law enforcement. Its role is to enforce Commonwealth criminal law and protect Australia's national interests from crime in Australia and overseas. The AFP is Australia's international law enforcement and policing representative and the chief source of advice to the Australian Government on policing issues. The mission of the AFP is to provide dynamic and effective law enforcement to the people of Australia.

2.2 The Philippine National Police is the national police agency of the Republic of The Philippines, responsible for the maintenance of peace and order and public safety.

PARAGRAPH 3
FORMS OF COOPERATION

3.1 Cooperative activities between the Participants will cover the following areas:

a)

information sharing in all areas of law enforcement to the extent permitted by the Participants' respective international obligations, domestic laws, regulations, policies and procedures;

b)

coordinated operations across all transnational crime types and priority criminal issues;

c)

strengthening and consolidating existing cooperative networks between the Participants; and

d)

cooperative assistance in the field of capacity building and professional development.

PARAGRAPH 4
AREAS OF COOPERATION

4.1 Priority criminal issues under this MOU are:

a)

terrorism and any and all forms of illegal activities leading to terrorism;

b)

trafficking (in all forms) of persons;

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c)

transnational sex offences;

d)

cybercrime;

e)

money laundering;

f)

transnational economic crime and asset tracing;

g)

identity fraud;

h)

illegal firearms trafficking;

i)

online sexual exploitation of children;

j)

drug trafficking;

k)

explosive components and controlled chemicals;

l)

crimes of piracy;

m)

illegal drugs; and

n)

other issues as mutually determined by the Participants.

PARAGRAPH 5
COOPERATIVE ACTIVITIES

5.1 The Participants recognise the importance and value of cooperation and coordination in law enforcement operations of mutual concern. Coordinated operations may provide opportunities for law enforcement agencies to disrupt and dismantle transnational crime threats common to both jurisdictions.

5.2 Coordinated operations means mutually arranged cooperation and assistance between the Participants in the following areas:

a)

consultation and advice;

b)

training and professional development of police officers;

c)

enhancing technical and other relevant police operational support capabilities;

d)

providing operational support, joint coordination and assistance including intelligence and information sharing, investigative and other specialist support, where such support and assistance does not require the assisting Participant to exercise police powers in the host country's jurisdiction; and

e)

any other area of coordinated activity and assistance as may be mutually determined by the Participants.

5.3 The Participants may develop strategies and procedures for conducting coordinated operations and assistance through existing networks and liaison arrangements.

5.4 The Participants will designate liaison officer/s to coordinate communication and information exchanges under this MOU. Any changes in the liaison officer/s of one Participant will be notified to the other Participant as soon as practicable.

5.5 The Participants will jointly develop and approve procedures in relation to coordinated operations, which will include procedures relating to:

a)

the determination and preparation of coordinated operations;

b)

the preparation of coordinated investigation plans;

c)

contribution of resources; and

d)

management of the flow of information and security.

5.6 The determination and conduct of coordinated operations will be mutually determined by the Participants. The host Participant will be the lead for the portion of a coordinated operation or activity carried out in its jurisdiction. The other Participant will support the lead Participant by providing consultative and advisory assistance only.

PARAGRAPH 6
CONSOLIDATING EXISTING COOPERATIVE NETWORKS

6.1 The Participants may strengthen and consolidate existing cooperative networks in their efforts to address the priority criminal issues as set out in paragraph 4.1.

PARAGRAPH 7
COOPERATIVE ASSISTANCE IN CAPACITY BUILDING AND PROFESSIONAL DEVELOPMENT

7.1 The Participants may strengthen cooperative assistance in the fields of capacity building and professional development through:

a)

the exchange of personnel for study purposes;

b)

training programs;

c)

participation in seminars, conferences and workshops; and

d)

the exchange of equipment and resources and other capability development activities consistent with building

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capacity to address priority crime types.

PARAGRAPH 8
DURATION

8.1 This MOU will come into effect on the last date of its signing and will remain in effect for three years. The MOU may be extended for an additional three years if mutually determined in writing by the Participants.

PARAGRAPH 9
ANNEXES

9.1 This MOU establishes the framework for the relationship between the Participants. Annexes relating to specific areas of operation/cooperation may be developed by the Participants in accordance with this paragraph.

9.2 An annex is taken to be formalized under this MOU if it is signed by both nominated delegates of the Participants.

9.3 An annex becomes effective from the last date of signing unless expressly stated otherwise in the annex, and will operate until terminated in accordance with the termination provision in that annex.

9.4 all annexes cease effect from the date this MOU is terminated in accordance with paragraph 15.

9.5 Letters of exchange may be established under this MOU to outline details of procedures such as exchanging information or seconding individuals.

PARAGRAPH 10
INFORMATION EXCHANGE

10.1 The Participants will build on existing networks and liaison arrangements in order to promote and enhance the sharing and management of information and criminal intelligence concerning priority criminal issues.

10.2 The Participants will exchange information and intelligence in pursuit of the purpose of this MOU in accordance with the applicable laws, policies and procedures of each Participant.

10.3 The Participants will protect any information and intelligence provided by the other Participant from unauthorised access or disclosure.

10.4 The Participants will not release or. disclose any information or intelligence obtained under this MOU to a third party without the prior written consent of the other Participant.

10.5 The Participants will comply with any conditions, restrictions or caveats imposed by the other Participant in respect of the handling or disclosure of information and intelligence.

10.6 This paragraph 10 survives termination or expiration of this MOU.

PARAGRAPH 11
COMMUNICATION AND MEDIA ANNOUNCEMENTS

11.1 Where both Participants are involved in a matter of potential or current media interest, media releases will be provided jointly by the Participants unless otherwise mutually determined. Contributions provided by each Participant will be reflected in any media release or omitted as preferred.

11.2 Where possible, both individual and joint media releases related to this MOU will be coordinated by both Participants to ensure that the interests of both Participants are protected.

11.3 Media releases will promote the capabilities of the Participants.

11.4 Specific arrangements for communication and media issues may be included in an annex(es) to this MOU. Such arrangements will be consistent with principles outlined in this paragraph 11.

PARAGRAPH 12
LEGAL AND FINANCIAL LIABILITIES

12.1 Any legal liability arising from action under this MOU will be dealt with according to applicable domestic law, legislation and/or other instruments which are legally binding.

12.2 The Participants will liaise with each other over any legal liabilities or other legal issues arising from action taken pursuant to this MOU.

12.3 In order to facilitate the implementation of this MOU, either Participant may request assistance from the other Participant to fund coordinated operations of mutual concern and to improve institutional capabilities.

12.4 The requested Participants has the sole discretion to determine the funding, if any, to be provided pursuant to such a request for assistance.

12.5 The Participants may create annexes or enter into less formal arrangements to deal with specific financial issues including resource sharing and any other arrangements as mutually decided under this MOU.

PARAGRAPH 13
RESOLUTION OF DIFFERENCES

13.1 Any difference arising from the interpretation or implementation of this MOU will be resolved through consultation and any other means as mutually determined by the Participants

PARAGRAPH 14
VARIATION AND REVIEW

14.1 The Participants may review this MOU and any annexes as mutually determined at any time during the operation of the MOU and in the event any issue arises.

14.2 Should either Participant seek to vary this MOU, the Participants will discuss proposed changes in good faith.

14.3 This MOU may be varied at any time as mutually determined in writing by the Participants

PARAGRAPH 15
TERMINATION

15.1 Either Participant may terminate this MOU without reason by giving the other Participant at least sixty days' notice in writing.

15.2 Termination does not affect liabilities and obligations separately established by law and legislation.

The forgoing represents the understandings reached between the Participants.

Signed in duplicate in the English language.

SIGNED for and on behalf of the
Philippine National Police by:

SIGNED for and on behalf of the

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Australian Federal Police by:

(Sgd.)
DIONARDO B. CARLOS
Police General

(Sgd.)
REECE P. KERSHAW APM
Commissioner

Date: February 28, 2022

Date: February 11, 2022

Entry into Force: February 28, 2022

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