BILATERAL

PHILIPPINE DRUG ENFORCEMENT AGENCY AND AUSTRALIAN FEDERAL POLICE MEMORANDUM OF UNDERSTANDING (MOU) ON COMBATING TRANSNATIONAL ORGANISED CRIME, INCLUDING COMBATING ILLICIT TRAFFI...

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The Philippine Drug Enforcement Agency (PDEA) and the Australian Federal Police (AFP) have reached the following understandings:

Realising that addressing the increased threat of complex transnational crime, including narcotics trafficking, requires international cooperation;

Recognising that illicit trafficking in narcotic drugs, psychotropic substances, and their precursors as well as their abuse pose a serious threat to the health, security and welfare of human beings, and adversely affect the economic, social, cultural, and political foundations of the society;

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

Acting in the spirit of partnership and cooperation;

"The Australian Federal Police (AFP) and the Philippine Drug Enforcement Agency (PDEA), hereinafter referred to as "the Participants":"

1. Purpose

1.1 The purpose of this Memorandum of Understanding (MOU) is for participants to cooperate on law enforcement, including through consultations, information sharing in all areas of law enforcement, conduct of coordinated activities across transnational crime types, specifically transnational organised crime, including narcotics trafficking, and cooperative assistance in the field of capacity building and professional development to realise their shared goals of strengthening law enforcement cooperation.

2. Scope and Implementation of the Instrument

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

2.2 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.

2.3 The terms of this MOU operate subject to, and do not supersede, the domestic laws, policies and procedures of the Participants or existing bilateral or multilateral agreements between Australia and the Republic of The Philippines.

3. Forms of cooperative activity and priority criminal issues

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

- information and intelligence sharing on organised crime, including trafficking of illicit drugs;

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- coordinated operations including coordinated activities;

- strengthening and consolidating existing cooperative networks between the Participants; and

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

4. Cooperative Activities

4.1 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.

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

- consultation and advice;

- training and professional development of law enforcement officers;

- enhancing technical and other relevant operational support capabilities;

- 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 law enforcement powers in the host country's jurisdiction; and

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

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

5. Duration

5.1 This MOU will come into effect on the 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.

6. Annexes

6.1 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 and will form part of this MOU when formalised in accordance with this paragraph.

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

6.3 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.

6.4 All annexes cease effect from the date this MOU is terminated in accordance with paragraph 12.

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

7. Information exchange

7.1 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.

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7.2 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.

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

7.4 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.

7.5 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.

7.6 This paragraph 7 survives termination or expiration of this MOU.

8. Communication and media announcements

8.1 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.

8.2 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.

8.3 Media releases should be intended to promote the capabilities of the Participants.

8.4 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 8.

9. Legal and financial liabilities

9.1 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.

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

9.3 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.

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

9.5 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.

10. Resolution of differences

10.1 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.

11. Variation and review

11.1 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.

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

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faith.

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

12. Termination

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

12.2 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 this MoU takes effect on the fifth day of August in the year Two Thousand and Twenty Two in the English language.

SIGNED for and on behalf of the SIGNED for and on behalf of the

Philippine Drug Enforcement Agency by: Australian Federal Police by:

(Sgd.)

(Sgd.)

Undersecretary Wilkins Villanueva Reece P. Kershaw APM

Director General Commissioner

Entry into Force: August 5, 2022

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