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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE MINISTRY OF HOME AFFAIRS OF THE REPUBLIC OF INDIA  
AND  
THE KOREAN NATIONAL POLICE AGENCY OF THE REPUBLIC OF KOREA  
ON  
COMBATING TRANSNATIONAL CRIME AND DEVELOPING POLICE  
COOPERATION**

The Ministry of Home Affairs ("MHA") of the Republic of India and the Korean National Police Agency (KNPA) of the Republic of Korea hereinafter each referred to individually as a "Participant" and collectively referred to as the "Participants",

**Realizing** that transnational criminal activities affecting the Republic of Korea and the Republic of India, may pose a threat to the security of the people of the two countries;

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

**Respecting** the sovereignty of each country; and

**Acting** in the spirit of partnership and cooperation;

**Have reached** the following understanding:

**ARTICLE 1**

**BACKGROUND AND SCOPE**

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

**1.2** The Participants will strengthen and consolidate cooperation in the areas of exchange of information, conduct of coordinated operations, the strengthening and consolidating of existing networks and cooperation, as detailed in paragraphs 4.2 to 4.5.

**1.3** Any cooperation rendered under this Memorandum of Understanding (hereinafter referred to as "MOU"):

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(1) is subject to the respective domestic laws, regulations, policies and procedures of the Participants, the international legal obligations of the Participants, as well as any existing agreements or cooperative arrangements between the Republic of Korea and the Republic of India (including agreements between their authorities) concerning such cooperation;

(2) is confined to matters that are solely within the purview and control of the respective Participants; and

(3) will be mutually determined by the Participants.

## **ARTICLE 2 GOALS AND PURPOSE**

This MOU builds upon existing cooperative arrangements between the Participants so as to encourage cooperative activities under Paragraph 3.1 for the purpose of addressing priority criminal issues set out in paragraph 3.2 and is not intended to create any legal relationship between the Participants, nor is it intended to have any legal or binding effect on either Participant.

## **ARTICLE 3 FORMS OF COOPERATIVE ACTIVITY**

3.1 Cooperative activities between the Participants covering the following areas:

(1) Information sharing to address priority criminal issues in accordance with paragraph 4.2;

(2) Coordinated operations, in accordance with paragraph 4.3;

(3) Strengthening and consolidating existing cooperative networks between the Participants, in accordance with paragraph 4.4; and

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- (4) Cooperation in the field of capacity building and professional development, in accordance with paragraph 4.5.

3.2 Priority criminal issues and other areas of cooperation, under this MOU, which will be interpreted in accordance with the respective domestic laws and regulations of the Participants, are:

- (1) Terrorism including terror financing;
- (2) Cyber Crime including crime against women and children;
- (3) Illegal trafficking in narcotic drugs, psychotropic substances and their precursors; including controlled delivery; exchange of information of new drugs, new psychotropic substances (NPS), precursors and their latest trends, routes, modus operandi; best practices, etc and enhanced cooperation in the field of preventing internet pharmacies, illicit labs;
- (4) Kidnapping;
- (5) Trafficking in Human Beings;
- (6) Illegal firearms trafficking;
- (7) Economic crimes;
- (8) Money laundering;
- (9) Counterfeit currency;
- (10) Fraud including Voice Phishing;
- (11) Identity Fraud;
- (12) Illegal migration;
- (13) Criminal network tracking;
- (14) Technology in emergency response systems;
- (15) Development of comprehensive city police plans;
- (16) Practices in procurement processes;
- (17) Crimes related to a national or nationals of a Participant taking place within the jurisdiction of the other Participant; and
- (18) Other issues, as mutually agreed upon by the Participants.

3.3 This MOU will not prevent the Participants from developing other mutually acceptable forms of cooperation.

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## ARTICLE 4 STRATEGIES

- 4.1 To ensure the effective implementation of this MOU, the Participants will adopt the following strategies:
- 4.2 To share information to address priority criminal issues set out in paragraph 3.2:-
- (1) The Participants recognize the importance of developing law enforcement criminal intelligence capabilities. These capabilities will provide opportunities for the sharing Information, concerning the priority criminal issues set out in paragraph 3.2.
  - (2) The Participants will jointly develop strategies to build on existing networks and liaison arrangements in order to develop mechanisms to promote the sharing and management information concerning the priority criminal issues set out in paragraph 3.2.
  - (3) The Participants will ensure that the exchange of information pursuant to this MOU is in accordance with the domestic laws, regulations, policies and procedures relating to privacy and secrecy of each Participant.
  - (4) The Participants understand that the exchange of information not under the purview or control of the respective Participants is subject to the written consent of the authorized agencies in control of such information.
  - (5) Each Participant will protect any information provided by the other Participant from unauthorized access, use or disclosure and will comply with any terms and conditions imposed by the other Participant in respect of such information.
  - (6) Information exchanged under the terms of this MOU will only be used for intelligence purposes and will not be used as evidence in any legal or other

- (1) The exchange of personnel for study purposes;
- (2) Participation in the Training programs; and
- (3) Attending such events as seminars and conferences, and other similar activities.

**ARTICLE 5  
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 5.1 The protection of intellectual property rights shall be enforced in conformity with the domestic laws of the Participants and with other international agreements to which both Participants are party.
- 5.2 The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper under this MOU is prohibited without the prior written approval of either Participant.
- 5.3 Notwithstanding anything in paragraph 5.1 above, the intellectual property rights in respect of any technological development, products and services development under this MOU, carried out:
- (a) jointly by the Participants or research results obtained through the joint activity effort of the Participants, shall be jointly owned by the Participants in accordance with the terms mutually agreed upon; or
  - (b) solely and separately by the Participant or the research results obtained through the sole and separate effort of either Participants shall be solely owned by the Participant concerned.

**ARTICLE 6  
CONFIDENTIALITY**

Unless otherwise indicated in writing, information provided by one Participant to the other will be considered as confidential and will not be disclosed to the public, the media or to any third party without the prior written consent of the

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Participant from which the information originated. This is a continuing obligation and will survive the termination or expiry of this MOU.

#### **ARTICLE 7 SUSPENSION**

In the event any provision of this MOU or any procedure, rules, by-rule, process made or entered into during the course of its implementation is found to be violating the sovereignty of either Participant, pose a threat to its security or otherwise prejudice its interests or conflict with its laws, regulations, policies or procedure the same shall be deemed void to that extent and the affected Participant may by written communication convey the same to the other Participant.

#### **ARTICLE 8 MEDIA ANNOUNCEMENTS**

8.1 Both individual and joint media releases related to this MOU and any activities there under will be coordinated by the Participants to ensure that the interests of the Participants are protected.

8.2 Media releases will be intended to promote the capabilities of the Participants and to frustrate the activities of transnational criminals and terrorists.

#### **ARTICLE 9 EXPENSES**

Unless otherwise agreed, each Participant shall be responsible for its own expenses that may be incurred in the implementation of this MOU.

proceedings or for any other purpose whatsoever or be provided to any third party without any prior written agreement of the Participant providing such information.

4.3 To conduct coordinated operations:

(1) Coordinated operations means coordination of activities between the Participants in the following areas:

- a. Training of police officers;
- b. Enhancing technical and forensic capabilities;
- c. Consultations and advice; and
- d. Any other area of coordinated activity as may be mutually agreed by the Participants.

(2) The Participants will develop strategies and procedures for conducting coordinated operations through networks and liaison arrangements, as may be mutually agreed by the Participants.

(3) The Participants will ensure that guidance is provided to coordinated operations and will evaluate the resource implications of such operations.

(4) The determination and conduct of coordinated operations will be mutually agreed by the Participants. Each Participant will be the lead agency for the portion of the coordinated operation that is carried out in its territory. The other Participant will support the lead agency by providing consultation and advice only in the mode and manner determined by the lead agency.

4.4 The Participants will strengthen and consolidate existing cooperative networks in their efforts to address the priority criminal issues, as set out in paragraph 3.2.

4.5 The Participants will strengthen cooperation in the fields of capacity building and professional development, including but not limited to the following, as may be mutually agreed between the Participants:

**ARTICLE 10**  
**ESTABLISHMENT OF POINTS OF CONTACT**

10. For the purpose of cooperation under this MOU, the points of contact are:

10.1 For the Korean National Police Agency of the Republic of Korea :

First Nodal Point: Director General of the Foreign Affairs Bureau

Secondary Nodal Point: Chief of International Cooperation Section I

Telephone: +82 2 3150 1664

E-mail: icsknp@police.go.kr

10.2 For the Ministry of Home Affairs of the Republic of India

First Nodal Point: Joint Secretary, CTCR Division, Ministry of Home Affairs

Secondary Nodal Point: Joint Secretary, IS.II Division, Ministry of Home Affairs

Telephone: +91-11-23092736

E-mail: jsctcr-mha@gov.in

**ARTICLE 11**  
**RESOLUTION OF DIFFERENCE**

Any differences arising from the interpretation or implementation of this MOU will be resolved by consultations between the Participants.

**ARTICLE 12**  
**ENTRY INTO EFFECT, DURATION, AMENDMENT AND TERMINATION**

12.1 This MOU will come into effect on the date of signature by the Participants.



12.2 This MOU will remain in effect for three (3) years and may be renewed every three (3) years as mutually agreed by the Participants.

12.3 This MOU may be amended by the mutual written consent of the Participants. The amendments will come into effect on a date to be mutually determined by the Participants.

12.4 Either Participant may terminate this MOU at any time by giving the other Participant three (3) months' notice in writing.

12.5 In case the present MOU terminates, its provisions shall continue to apply to all the unfinished activities carried out in accordance with the present MOU unless the Participants agree otherwise.

Done on 22<sup>nd</sup> February 2019 at Seoul in 2 (two) originals, in Korean, Hindi and English language, all texts being equally authentic and valid. In case of any divergence in interpretation, the English text shall prevail.

Ministry of Home Affairs  
of the Republic of India

Korean National Police Agency of the  
Republic of Korea

12.2 The MOU will remain in effect for three (3) years and may be renewed every three (3) years as mutually agreed by the Participants.


12.3 This MOU may be amended by the mutual written consent of the Participants. The amendments will come into effect on a date to be mutually determined by the Participants.

12.4 Every Participant may terminate this MOU at any time by giving the other Participant three (3) months' notice in writing.

12.5 In case the present MOU terminates, its provisions shall continue to apply to all the undischarged activities carried out in accordance with the present MOU unless the Participants agree otherwise.

Done on 27<sup>th</sup> February 2019 at New Delhi in 5 (five) originals in Hindi, English and other languages, all texts being equally authentic and valid in case of any divergence in interpretation, the English text shall prevail.

  
Ministry of Home Affairs  
Republic of India

  
Foreign National Police Agency of the  
Islamic Republic of Pakistan