



**Memorandum of Understanding
between
the Association of Southeast Asian Nations (ASEAN)
and
the Government of the People's Republic of China
on Cooperation in the Field of
Non-Traditional Security Issues**

The Association of Southeast Asian Nations (ASEAN) and the Government of the People's Republic of China, (hereinafter referred to as the "**Participants**");

DESIRING to strengthen the friendly cooperation among the **Participants**;

PURSUANT to the Joint Declaration of China and ASEAN on Cooperation in the Field of Non-Traditional Security Issues adopted on 4 November 2002;

CONSIDERING the successful implementation of the Memorandum of Understanding between the Association of Southeast Asian Nations (ASEAN) and the Government of the People's Republic of China on Cooperation in the Field of Non-Traditional Security Issues signed on 18 November 2009;

DETERMINED to enhance cooperation in the field of non-traditional security issues among the **Participants** including in support of the ASEAN Political-Security Community Blueprint as they relate to non-traditional security issues;

PURSUANT to the prevailing laws and regulations of the respective **Participants**;

Have reached the following understanding:

Paragraph 1 Objectives

The Participants will develop practical strategies in accordance with their respective laws and regulations to enhance the capacity at both national and regional level in dealing with such non-traditional security issues under the purview of the ASEAN Senior Officials' Meeting on Transnational Crime (SOMTC) as terrorism, illicit drug trafficking, trafficking in persons, money laundering, sea piracy, arms smuggling, international economic crime, cybercrime and other non-traditional security issues as mutually agreed by the Participants.

Paragraph 2 Areas of Cooperation

The Participants have identified the following fields of common interest for cooperation:

1. Information Exchange
 - a. The Participants will establish a compilation of their respective laws and regulations pertaining to such fields as mentioned in Paragraph 1;
 - b. The Participants will establish a collection of international conventions pertaining to such fields as mentioned in Paragraph 1, to which they are parties, and compile bilateral agreements signed between Member States of ASEAN and China where appropriate;
 - c. The Participants will, subject to their respective laws and policies, and based on the principle of reciprocity, exchange intelligence information on the

non-traditional security issues referred to in Paragraph 1; and

- d. The Participants will, subject to their respective laws and policies, exchange information on special equipment and techniques applied in dealing with the non-traditional security issues referred to in Paragraph 1.

2. Personnel Exchange and Training

- a. The Participants will promote personnel contact and exchange among their law enforcement and other relevant officers and experts;
- b. China will organise workshops to promote the exchange of law enforcement experiences and best practices in dealing with the non-traditional security issues referred to in Paragraph 1;
- c. China will hold training courses to upgrade the level of capacity of each Participant and the region as a whole in drug control, forensic sciences, cyber investigation and evidence-gathering techniques, immigration administration, anti-money laundering and counter financing of terrorism, the investigation of financial crime and international economic crime. To ensure the quality of the training courses, China will invite regional and international experts to give lectures; and
- d. The Participants will promote exchange and cooperation among relevant institutions.

3. Law Enforcement Cooperation
 - a. The Participants will encourage and offer each other the fullest law enforcement cooperation possible in accordance with their respective laws and policies, and on the basis of mutual respect for sovereignty, equality and mutual benefit; and
 - b. The Participants will promote cooperation in accordance with their respective laws in fields such as evidence gathering, tracing of crime proceeds, asset recovery, apprehension and investigation of criminal fugitives and encourage each other to enter into bilateral legal arrangements therein.
4. Other activities, such as research, as agreed upon by the Participants.

Paragraph 3 Implementation

1. The Participants designate the Ministry of Public Security for the Peoples' Republic of China and SOMTC for ASEAN with support and coordination by the ASEAN Secretariat to implement the Memorandum of Understanding.
2. The Participants will, with the support and assistance of the ASEAN Secretariat, ensure that timely and effective communication is established, and determine through consultation the details, schedule and arrangements for cooperation activities pursuant to this Memorandum of Understanding.
3. The Participants will hold meetings at working level once every year to exchange information on the

implementation of this Memorandum of Understanding, to brief each other on the progress of cooperation under various mechanisms, and to discuss the plans for future cooperation.

Paragraph 4 Financial Arrangements

1. Expenses of workshops, training courses and other activities organised by China in accordance with this Memorandum of Understanding will be covered by the Government of the People's Republic of China, including meals, accommodation and local transportation for the participants sent by ASEAN Member States during their stay in China and fees for inviting experts, while the expenses of international travel will be covered by the sending Countries, unless agreed otherwise.
2. Expenses on other workshops and training courses and other activities organised by ASEAN in accordance with this Memorandum of Understanding will be discussed and agreed upon by the Participants.
3. The activities mentioned in this Memorandum of Understanding will be conducted subject to the availability of funds and personnel of the Participants.

Paragraph 5 Confidentiality

1. Information, document, data, equipment and technology received in accordance with this Memorandum of Understanding will not be disclosed or distributed to any third party except to the extent as

authorised in written form to do so by the Participants providing it.

2. The Participants will take all necessary efforts to ensure the security of any information, data, equipment, and technology that is exchanged in order to achieve the purpose of this Memorandum of Understanding.
3. In the event of termination of this Memorandum of Understanding, the Participants have agreed that the provisions of this Paragraph will continue to apply.

Paragraph 6 Suspension

Each Participant reserves the right for reasons of security, public order or public health to suspend temporarily, either in whole or in part the implementation of this Memorandum of Understanding. Such suspension will take effect immediately after notification has been given to the other Participant through diplomatic channels.

Paragraph 7 Revision and Amendment

Either Participant may request in writing a revision, amendment or modification of all or any part of this Memorandum of Understanding. Any revision, amendment or modification will be subject to written mutual agreement between the Participants and will form an integral part of this Memorandum of Understanding. Such revision, amendment or modification will come into effect on such date as may be determined by the Participants.

**Paragraph 8
Settlement of Dispute**

Any dispute or differences arising out of the interpretation/ implementation/application of the provisions of this Memorandum of Understanding will be settled amicably through consultation/negotiation between the Participants without reference to any third party.

**Paragraph 9
Depository**

The original copy of this Memorandum of Understanding will be deposited with the ASEAN Secretariat.

**Paragraph 10
Duration and Termination**

1. This Memorandum of Understanding will come into effect upon signature and will continue in effect for a period of six (6) years and will be automatically renewed for further periods of six (6) years, unless earlier terminated.
2. Each Participant may give written notice to the other of its intention to terminate this Memorandum of Understanding. Such termination will be effective thirty (30) days after written notification has been given to the other Participant. The termination of this Memorandum of Understanding will not affect the implementation of ongoing activities/programs.

IN WITNESS WHEREOF, the undersigned, being duly authorised by the Participants have signed this Memorandum of Understanding.

Done at Manila, Philippines, this Twenty-First Day of September in the Year Two Thousand and Seventeen, in two original copies in the English language.