

**COOPERATION AGREEMENT BETWEEN THE GOVERNMENT OF  
THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE  
REPUBLIC OF ANGOLA ON SECURITY AND PUBLIC ORDER**

**PREAMBLE**

The Government of the Republic of Rwanda and the Government of Angola hereinafter referred to as the "Parties";

**DESIRING** to promote peace, stability, security and prosperity in their respective countries;

**RECOGNIZING** the importance to further develop cooperation in the spheres of prevention and crime control, the rule of law and public order as well as guaranteeing the respect for human rights and freedom;

**REAFFIRMING** their fidelity to the objectives and principles of the United Nations Charter, of the Constitutive Act of the African Union and other regulations and principles of international law, in compliance with the legislation of their own states; without detriment to any third party interests;

**RESOLVE** on the basis of broad freedom, to respect the sovereignty, no interference in the internal affairs of each State and the reciprocity interest;

Agree as follow,

**ARTICLE 1  
PURPOSE**

- (1) This Agreement aims at establishing the cooperation relations between the Parties on security and public order.

**ARTICLE 2  
SCOPE OF COOPERATION**

1. The cooperation provided in the Article 1 above shall be developed in the following areas:

1.1 Technical advice and information exchange of law enforcement and in the fight against:

- a) Violent crimes against, health, freedom and dignity;
- b) Terrorist acts;

  
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- c) Corruption and organised transnational crime;
- d) Money laundering;
- e) Illicit manufacturing, stockpiling, using of and trafficking of firearms, ammunition, explosives, toxic substances, including nuclear, biological and radioactive materials;
- f) Illicit manufacturing, stockpiling and trafficking of narcotic drugs, psychotropic substances and precursors;
- g) Economic crimes, including legalization of illegal products;
- h) Production and sale of counterfeit money, documents, insurance and values of bank transfers;
- i) Attempts against historical and cultural values;
- j) High-tech crimes;
- k) Human trafficking;
- l) Illicit dealing in mineral and wildlife products;
- m) Hijacking;
- n) Crimes against citizens' properties;
- o) Organized crime against sexual independence, especially related to minors, as well as the production, diffusion and distribution of pornographic contents with minors participation.

1.2 The Parties also focus the cooperation on:

- a. Training and sourcing of equipment mostly in the areas of program exchange, public order maintenance, road traffic safety, civil protection and fire Management;
- b. Exchange of delegations;
- c. Public order maintenance;
- d. Road Traffic control and safety;
- e. Criminal Investigation Service management;
- f. Prison Service management;
- g. Civil Protection and fire management;
- h. Scientific research, development of data systems, special technical means and equipment;



- i. Development of sports and cultural activities of the law enforcement personnel of the Parties.
2. This Agreement is not applicable to extradition and mutual legal assistance on criminal matters.

### **ARTICLE 3 ADDITIONAL PROTOCOLS**

The practical modalities and terms of assistance and cooperation to be developed in the areas provided for in Article 2 Above shall be subject to Additional Protocols.

### **ARTICLE 4 MODALITIES OF COOPERATION**

With a view to the realization of the areas of cooperation under Article 2 of this Agreement, the Parties may cooperate in the following manner:

- a) Exchange of information related to crime which may be organized or committed towards the people and organizations involved therein;
- b) Execution of the request towards the realization of operational actions and searches;
- c) Exchange of information on new types of narcotics and psychotropic substances emerging from illicit trafficking, technology and materials used in their production and on new methods of screening and identification of narcotics and psychotropic substances;
- d) Searches within Rwanda and Angolan of objects containing numbering or special identification signs, such as vehicles, firearms, bankers and passports in conformity with existing laws of respective countries should be handed over to the country where they are registered;
- e) Exchange of working experience, including the conducting of presentation training, consultations and seminars;
- f) Exchange of legislation and other legal instruments;
- g) Exchange of scientific and technical literature as well as data relating to the activities of the Parties.

**ARTICLE 5**  
**OTHER AREAS OF COOPERATION**

This Agreement shall not prevent the Parties from identifying and developing, by consensus, other areas of cooperation not provided for in Article 2 above.

**ARTICLE 6**  
**REQUESTS FOR ASSISTANCE**

1. The Cooperation provided for in this Agreement shall be developed on the basis of request assistance or on the initiative of one Party presuming that the request is of interest to the other Party.
2. Requests for assistance in either Party shall be made in writing. In case of emergency, requests may be made orally, to be confirmed in writing in subsequent seven (07) days.
3. A Request made in terms of paragraph 2 above shall be signed by the head of the requesting Body or their delegates and authenticated with the seal of the requesting entity.
4. Any requests for assistance shall contain the following information:
  - a) The name of the requesting and that of the requested entity;
  - b) Brief description of the request;
  - c) Purpose of the request;
  - d) Any other information that may be useful for an adequate execution of the request.

**ARTICLE 7**  
**REFUSAL FOR ASSISTANCE**

1. Assistance under this Agreement may be denied partly or as a whole, if the requested Party deems that its execution may undermine the sovereignty, security and public order or other essential interests of its State or contradicts its legislation or international obligations;
2. The assistance may also be denied if the act related to it does not constitute an offence under the laws of the requested Party;
3. The requested party shall notify in writing the requesting Party about the partial or total denial of the request, as well as the reasons that formed the basis thereof;



4. Whenever possible, the requested Party, before taking a decision to deny in terms of paragraph 1 and 2 above, shall consult with the requesting party so as to consider whether such assistance may be granted under conditions that it considers possible. The requesting Party shall respect the conditions under which the assistance will be granted.

## **ARTICLE 8 EXECUTION OF REQUEST**

1. The requested Party shall take the necessary measures guaranteeing the quick execution, as much as possible of the request.
2. Subject to consultation with the requesting Party, should the requested Party find that the immediate execution of the request would impede a criminal case or other procedure being carried out in its territory, the requested Party may postpone the execution of the request or carry out under certain conditions;
3. The requested Party shall take the necessary measures to ensure the confidentiality in handling the request made, the annexed documents, and the assistance to be rendered. In the event the request may not be undertaken preserving confidentiality, the requested Party shall inform the requesting Party to resolve whether the execution should go on under such conditions;
4. The requested Party shall as soon as possible, inform the requesting Party about the result of the execution.

## **ARTICLE 9 CONFIDENTIALITY**

1. Each Party shall ensure the confidentiality of all information and documents received from the other Party, if they are reserved or if the consigning Party does not intend to reveal them.
2. The result of the execution of a request undertaken in terms of this Agreement shall not be used for other purposes, other than as provided for under this Agreement, without prior consent of the consigning Party;
3. Either Party shall not share information received in terms of this Agreement with a third party without prior consent of the other Party;
4. The provisions of this article shall not exclude the use by or disclosure to a third Party of information and documents received for purposes of execution provided that the law of requested Party so requires, the requested Party shall give prior notification to the requesting Party of its intention to disclose such information or document(s).

  
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**ARTICLE 10  
EXPENSES**

1. In matters of technical assistance and delegations exchange under this Agreement proceed as follows;
  - a) International travel costs shall be borne by the sending Party;
  - b) All other expenses related to accommodation, meals and local transport shall be covered by the receiving Party;
  - c) The requesting Party will bear the expenses relating to training and capacity building, unless otherwise agreed upon.

**ARTICLE 11  
TECHNICAL BILATERAL GROUP**

1. Under this Agreement, the Parties shall have a Technical Bilateral Group that will meet, alternatively in each country to develop, assess and do the follow up for the cooperation;
2. The date, venue and the meetings work orders are determined in accordance with competent Organs.

**ARTICLE 12  
LANGUAGE**

In their cooperation relations under this Agreement, the Parties shall use English and Portuguese languages.

**ARTICLE 13  
COORDINATION AND IMPLEMENTATION**

The Parties designate the following institutions for the implementation of this Agreement:

- a) For the Rwandan Party, The Ministry of Justice;
- b) For the Angolan Party, the Ministry of Interior.

**ARTICLE 14  
SETTLEMENT OF DISPUTES**

Any disputes arising from the interpretation or application of this Agreement shall be settled amicably by consultation and negotiations via direct negotiations.

  
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**ARTICLE 15**  
**RELATION TO OTHER INTERNATIONAL TREATIES**

The provisions of this Agreement shall not affect the rights and obligations emanating from other International Treaties to which the parties are signatory.

**ARTICLE 16**  
**FINAL DISPOSITIONS**

1. This Agreement shall be valid for a period of five (5) years and may be extended for equal and successive periods unless either Party may terminate this Agreement by giving to the other Party a prior six month notice of its intention to terminate it by diplomatic channels.
2. The termination of this Agreement shall not affect any ongoing programmes, arrangements and projects in the framework of this Agreement, unless agreed otherwise in each concrete case.
3. This Agreement shall enter into force on the date of the last notification in writing through diplomatic channels by either Party informing the other Party of the fulfilment of internal legal formalities.
4. This Agreement may be amended or altered at any time by mutual written consent of the Parties, and shall follow the same procedure in conformity with Paragraph 3 of Article 16.
5. The Parties undertake to implement this Agreement in good faith.

**IN WITNESS WHEREOF** the undersigned Representatives, being duly authorized by their respective Governments have **EXECUTED** this Agreement in Luanda on this 26th day of February 2019 in two (02) original copies in the English and Portuguese languages, all texts being equally authentic. In case of contradiction between the two languages, the English version shall prevail.

**FOR THE GOVERNMENT OF  
THE REPUBLIC OF RWANDA**

  
\_\_\_\_\_  
Hon. JOHNSTON BUSINGYE

**MINISTER OF JUSTICE AND  
ATTORNEY GENERAL**

**FOR THE GOVERNMENT OF  
THE REPUBLIC OF ANGOLA**

  
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Hon. ÂNGELO DE BARROS VEIGA TAVARES

**MINISTER OF INTERIOR**