

MEMORANDUM OF UNDERSTANDING BETWEEN

THE NAMIBIAN POLICE FORCE

**Herein represented by Lt. Gen. Sebastian Haitota Ndeitunga
in his capacity as the Inspector-General of the Namibian
Police Force**

AND

THE ITALIAN CARABINIERI

**Herein represented by Lt. Gen. Tullio Del Sette in his
capacity as General Commander of the Italian Carabinieri**

(The Italian Carabinieri and the Namibian Police Force hereinafter referred to as “the Parties”)

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WHEREAS the Parties are desirous of strengthening their cooperation in the fields of training, in accordance with relevant international standard procedures, and the exchange of best practices related to their institutional services;

CONSIDERING that the Italian Carabinieri have wide experience and expertise in the field of public order management and general security;

COGNISANT of the commitment of the Namibian Police Force to enhancing capacity in public safety and general security;

RECOGNISING the need for cooperation between the Parties for their mutual benefit in the identified areas of cooperation,
the Parties jointly decided as follows:

ARTICLE 1 OBJECTIVE

- (1) This Memorandum of Understanding (hereinafter referred to as the “MoU”) establishes a framework of cooperation between the Namibian Police Force and the Italian Carabinieri in the respective fields of competence and expertise. The provisions of this MoU will in no way permit the derogation from the obligations provided for in other bilateral or multilateral conventions or Arrangements signed by the Countries of the Parties.
- (2) The Parties accept to pursue, to the best of their ability, mutual cooperation along with the following provisions.

ARTICLE 2 IMPLEMENTATION OF COOPERATION

- (1) The Parties appoint the following authorities, as implementers of this MoU, responsible for the fulfillment of the commitments herein:



- a) For the Italian Carabinieri, in its capacity as a Police Force with military *status*, having general police duty competence and in permanent charge of the public safety, with special prerogatives conferred by the Italian Legislation; this MoU will be implemented by the Carabinieri General Headquarters – 2nd Department – Staff – International Cooperation Office;
- b) For the Namibian Police Force in its capacity as a National Police of the Republic of Namibia, having general police duty competence and in charge of ensuring public safety and order, this MoU will be implemented by the Human Resource Directorate, Division – Human Resource Development.

ARTICLE 3 AREAS OF COOPERATION

The MoU aims at exploring the areas of cooperation between the Namibian Police Force and the Italian Carabinieri. Any activity involving the deployment/dispatching of military and/or civilian personnel within the territory of the State of the other Party is subject to the entry into force of a legally binding Agreement between the Government of the Italian Republic and the Government of the Republic of Namibia regulating the jurisdiction applicable to the personnel. The areas of cooperation envisaged are based on training and capacity building. To this effect, the following priority fields are considered:

- a) Public Order Management;
- b) Counter Terrorism;
- c) Peace Support Operations;
- d) Aviation Security;
- e) Traffic and Road Safety;
- f) Cyber Crime Investigation;
- g) Environmental Crime Investigation;
- h) Acquisition of Modern Police Equipment;



- i) VIP Protection;
- j) Patrol boat;
- k) Gunsmith;
- l) Mounted Police;
- m) Building of Vehicles;
- n) Law related studies;
- o) Exchange of own documentation, publication and scientific material in the fields of:
 - crowd control, management of demonstrations and public meetings;
 - management of riotous situations in the respect of human rights;
 - general public order management;
 - cybercrime and techniques for lawful interception;
 - techniques for fighting terrorism and other offences related to organized crime;
 - command and control;
 - forensics and new technologies;
 - dog unit training;
 - territorial control;
 - traffic police;
 - equipment, logistics/engineering.
- p) Exchange of experts for initiatives organized by each of the two Parties, including courses, seminars, workshops, *ad hoc* meetings;
- q) Exchange of experiences specifically in the field of training, under relevant international standard procedures, as well as the assistance in the building of security capacity;
- r) Establishment of specialized permanent desks at respective Training Institutes, upon request of the two Parties;
- s) Participation at meetings, seminars and research panels concerning areas or fields reflected under sub-paragraph (o);
- t) Joint participation in projects funded by national and international counterparts or donors.

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ARTICLE 4
SECURITY OF INFORMATION

For the purposes of this MoU, information and data to be exchanged will be “non-classified”, until the entry into force of a General Security Agreement between the respective Governments. Thereafter, information will be handled with the discretion it may deserve.

ARTICLE 5
SETTLEMENT OF DISPUTES

Any dispute that may arise in respect of the interpretation, application or implementation of this MoU will be resolved exclusively through amicable consultations and in the spirit of mutual friendship and cooperation.

ARTICLE 6
AMENDMENTS

- (1) Any amendments to this MoU will be made by mutual written consent and signature of the Parties.
- (2) Amendment to the MoU will enter into effect in accordance with Article 7.

ARTICLE 7
ENTRY INTO EFFECT

This MoU comes into effect on the date of its signature and it will not in any case entail overhead costs for the Italian State Budget.

ARTICLE 8
DURATION AND TERMINATION

- (1) This MoU will remain into effect until duly terminated by either Party or by mutual consent of the Parties.
- (2) This MoU may be terminated by either Party giving 3 (three) months' prior written notice to the other Party of its intention to terminate.

ARTICLE 9
APPLICABLE LAWS

This MoU is applied by the Parties in full compliance with the legislation of their respective Countries, as well as the International obligations mutually assumed and those arising from the membership of the Parties' Countries to different International Organizations.

ARTICLE 10
DOMICILIUM

The Parties choose the following as their *domicilium* for the service of all notices issued in connection with this MoU:

For the Namibian Police Force
Inspector-General
Namibian Police Force
Private Bag 12024
Ausspannplatz
Windhoek
Tel.: 00264-61-209 3202
Fax: 00264-61-228 533
e-mail: AKashihakumwa@nampol.na



For the Italian Carabinieri

The Carabinieri General Headquarters – 2nd Department – Staff –
International Cooperation Office

Tel.: +39 06 8098.2869 / +39 06 8098.7508

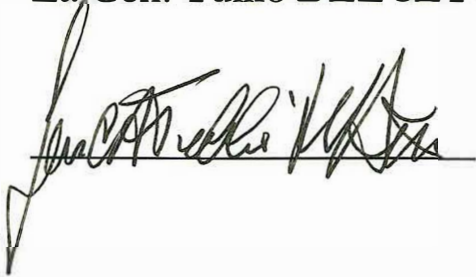
e-mail: cgucics@carabinieri.it cguci3sz@carabinieri.it

THUS DONE and Signed at Windhoek on this 1st day of
December 2017 in duplicate in the English language, both texts being
equally authentic.

For the Italian Carabinieri

The General Commander

Lt. Gen. Tullio DEL SETTE



For the Namibian Police Force

The Inspector General

Lt. Gen. S.H. NDEITUNGA

