

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NARCOTICS CONTROL BUREAU OF THE REPUBLIC OF INDIA

AND

THE CENTRAL NARCOTICS BUREAU OF THE REPUBLIC OF SINGAPORE

ON

COOPERATION TO COMBAT ILLICIT TRAFFICKING IN NARCOTIC DRUGS, PSYCHOTROPIC SUBSTANCES AND THEIR PRECURSORS

The Narcotics Control Bureau of the Republic of India and the Central Narcotics Bureau of the Republic of Singapore hereinafter referred to individually as "a Party" and collectively referred to as "the Parties".

Recognizing that the abuse of illicit drugs pose a serious threat to the life and health of human beings, and adversely affect the economic, social, cultural and political foundations of the society;

Realizing that illicit trafficking in narcotic drugs, psychotropic substances and its precursors pose a real danger to the stability and security of the Nations and the peoples of the two countries;

Being conscious of the mutual benefit and the importance of cooperation in combating illicit trafficking of narcotic drugs, psychotropic substances and their precursors;

On the basis of respect for independence, sovereignty, territorial integrity and non-interference in the internal affairs of each other, equality, and mutual benefits;

Pursuant to the prevailing laws and regulations of the respective countries;

Have reached the following understanding:

Article 1

Objective

The purpose of this Memorandum of Understanding is to facilitate and enhance cooperation between the Parties, to the extent permitted by their respective laws, regulations, policies and procedures, in order to combat illicit trafficking of narcotic drugs, psychotropic substances and their precursors (hereinafter referred to as "drugs") as defined by the principles in the Single Convention on Narcotic Drugs of 1961 as amended by the 1972 Protocol, the Convention on Psychotropic Substances of 1971 and the United National Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances of 1988.

Article 2

Areas of Cooperation

1. The Parties endeavour to encourage cooperation in the following areas, to the extent permitted by each Party's respective laws, regulations, policies and procedures:
 - a. Information exchange on trends and techniques used in the illicit manufacture and trafficking of drugs; information exchange about Indian nationals arrested in Singapore on drug trafficking charges and vice-versa (subject to procedures agreed by Parties) and exchange of any other information mutually agreed by the Parties;
 - b. Exchange of best practices by the Parties, for the purposes of combating trafficking of drugs;
 - c. Establishment of direct contact points and action plan for timely exchange of information on persons involved in illicit trafficking of drugs;
 - d. Training and education in a manner consistent with the objectives of this Memorandum of Understanding to strengthen capacity building, skill upgrading and knowledge development; and
 - e. Any other activities as agreed by the Parties in accordance with this Memorandum of Understanding;

The exchange of information and experiences and other forms of collaboration described in paragraph 1 above are to be conducted directly by the Parties through official channels under the rules and modalities established by the Parties.

Article 3

Secrecy of Information and Documents

1. All information and documents (collectively referred to as "information") exchanged by the Parties under this Memorandum of Understanding shall be subject to strict controls and safeguards to ensure that the information is used only in an authorised manner, subject to the conditions imposed by the disclosing Party, and that its confidentiality is protected.
2. All information exchanged under this Memorandum of Understanding shall be used only for intelligence purposes and shall not be used as evidence in any court proceedings.
3. No information exchanged, under this Memorandum of Understanding, shall be disclosed or distributed to any third party without the prior written authorization of the Party from whom the information originated.
4. The protection of confidentiality of information exchanged and the use of the information only in an authorised manner will continue to apply after the termination or expiry of this Memorandum of Understanding.

Article 4

Bilateral Working Group Meetings

1. The Parties agree to hold Bilateral Working Group Meetings once every two years on a date to be mutually agreed upon, to review the progress made in the implementation of this Memorandum of Understanding and ongoing joint efforts, and identify new areas of cooperation.
2. The Bilateral Working Group Meetings will be hosted by each Party alternately. In case of necessity, extraordinary meetings may be convened as agreed upon by the Parties.
3. The activities of the working group will be funded by the host country.

Article 5

Financial Arrangement

1. Unless otherwise agreed by the Parties, each Party will bear its own expenses incurred in performing its obligation under this Memorandum of Understanding.

Article 6

International Norms and National Legislations

1. The implementation of this Memorandum of Understanding is subject to international norms and national legislations of each Party and shall not affect any existing rights and undertakings of the Parties, arising out of any International Conventions to which their respective countries are a State Party.
2. This Memorandum of Understanding is not intended to create any legal relationship between the Parties, nor is it intended to give rise to legal rights or obligations.

Article 7

Revision, Modification and Amendment

1. The Parties may revise, modify or amend any part of this Memorandum of Understanding by mutual consent in writing. Such revision, modification or amendment shall come into force on such date as agreed by the Parties and shall form part of this Memorandum of Understanding. Unless otherwise agreed, any revision, modification or amendment shall not affect any interest or act to be done arising from or based in this Memorandum of Understanding before or up to the date of such revision, modifications or amendment.

Article 8

Settlement of Dispute

1. Any disputes or differences between the Parties arising from the implementation of this Memorandum of Understanding shall be settled amicably through mutual consultations and/or negotiations between the Parties without reference to any third party or any other means mutually agreed upon by the Parties.

Article 9

Suspension

1. Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

Article 10

Entry into force, Duration, Termination

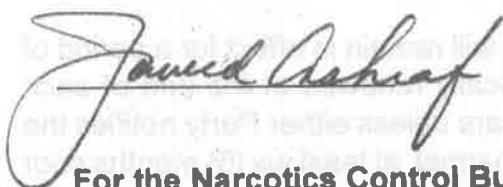
1. The Memorandum of Understanding will come into effect on the date of its signing by the Parties.
2. The Memorandum of Understanding will remain in effect for a period of three years (3) and will be automatically renewed at the end of each term for a further term of three (3) years unless either Party notifies the other in writing, through diplomatic channel, at least six (6) months prior to the end of the relevant term of its intention to terminate this Memorandum of Understanding.
3. For the avoidance of doubt, either Party may terminate this Memorandum of Understanding at any time, by giving written notification to the latter six (6) months prior to its termination.

Unless otherwise agreed by Parties in writing, termination of this Memorandum of Understanding will be without prejudice to any ongoing activities arising from or based on this Memorandum of Understanding entered into force before or up to the date of its termination.

Closing Statements

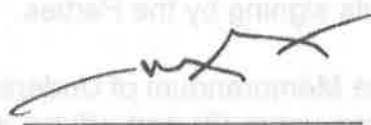
In witness, whereof, the undersigned, being duly authorized by their respective governments, have signed this Memorandum of Understanding.

Done in Singapore on the 1st day of June 2018, in two originals, each in the Hindi and English languages, both texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English Text shall prevail.



**For the Narcotics Control Bureau
of the Republic of India**

**Mr. Jawed Ashraf,
High Commissioner of India
to the Republic of Singapore**



**For the Central Narcotics Bureau
of the Republic of Singapore**

**Mr. Ng Ser Song,
Director,
Central Narcotics Bureau (CNB),
Republic of Singapore**