

# Memorandum of Understanding



Home Office – UK

&

Governor of West-Flanders

&

The Local Police Westcoast (Belgium)

on Cooperation in Preventing and Combating  
Transmigration Crime

The Home Office, UK; the Governor of West-Flanders and the Local Police Westcoast, hereinafter referred to as "the Parties";

DESIRING to further develop cooperation between the Parties in the spirit of partnership and in the framework in preventing and combating transmigration crime, particularly with respect to training and prevention and the exchange of best practices and resources;

CONCERNED by the increasing threat of transmigration crime;

REALIZING the need for cooperation between the Parties for effective law enforcement in preventing and combating transmigration crime;

PURSUANT to the prevailing laws and regulations in their respective countries, the Parties have;

HAVE AGREED as follows:

## **Article 1**

### **DEFINITIONS**

For the purpose of this Memorandum of Understanding, the following terms shall be defined as indicated:

1. "Transmigration Crime" refers to crime that takes place in whole or in part across territory in De Panne-Koksijde-Nieuwpoort (nearby French border).
2. "Administrative Intelligence Information" means information that tends to detect and specify the existence of criminal activity, identify their methods of operation, in order to detect and prevent transmigration crime and to maintain the international public 's safety.
3. "Joint activities" means any activity engaged in jointly by the Parties in order to prevent, detect and deter transmigration crime, particularly by exchanging best practices and mutual exchanging of means and personnel for training.

## **Article 2**

### **GENERAL PROVISIONS**

It is in the interest of public safety for the citizens of the Westcoast and citizens of United Kingdom that the Parties enter into this Memorandum of Understanding in order to facilitate a cooperative approach to promote more effective law enforcement and prevent transmigration crime, particularly with respect to training and the exchange of best practices and resources.

The implementation of this Memorandum of Understanding shall respect the principles of sovereignty, territorial integrity, non-interference in internal affairs, equality, and mutual benefit to the Parties.

In accordance with national sovereignty and principles of international law, neither Party shall exercise in the other Party's territory any competence or function that exclusively belongs to the latter's authority.

This Memorandum of Understanding cannot and is in no way meant to conflict with the provisions of any treaty negotiated between the governments of United Kingdom and Belgium. This Memorandum of Understanding cannot disrespect the Belgian obligations deriving from the international law and treaties that Belgium ratified.

### **Article 3 OBJECTIVES**

The objective of this Memorandum of Understanding is to promote and support cooperation between the Parties, particularly with respect to training, exchange of best practices, support resources and the prevention of transmigration crime.

### **Article 4 AREAS OF COOPERATION**

The Parties shall cooperate in preventing and combating transmigration crime and cooperate on exchanging best practices, support resources and training.

### **Article 5 FORMS OF COOPERATION**

For the implementation of this Memorandum of Understanding, the Parties shall:

1. Exchange intelligence information consistent with the terms of this Memorandum of Understanding in compliance with all relevant legislation and regulations and within the limits of their authority;
2. Undertake coordinated police activities in accordance with existing laws and regulations and within the limits of their authority to prevent and combat transmigration crime;
3. Cooperate in capacity building, including the exchange of personnel for training and education;
4. Establish a Joint Committee responsible for the implementation of this Memorandum of Understanding; and
5. Cooperate in other forms of activity as may be mutually agreed upon by the parties.

**Article 6**  
**EXCHANGE OF ADMINISTRATIVE INTELLIGENCE INFORMATION**

The exchange of administrative intelligence information will be in accord with existing laws, rules and regulations governing or affecting the parties. Unless otherwise indicated, the information shared shall in all cases be considered confidential and therefore shall not be disclosed to the public or media, or to other entities that do not have a need to know that information for a legitimate law enforcement purpose.

Each Party shall take all reasonable measures to ensure the confidentiality of all intelligence information in accordance with the objectives of this Memorandum of Understanding.

This Memorandum of Understanding constitutes no legal basis for the bilateral exchanging of personal data according to Belgian law.

Any administrative intelligence information received within the framework of this Memorandum of Understanding shall not be transferred to a third party without written approval of both Parties.

**Article 7**  
**CONSULTATION**

The Parties shall conduct consultations at least once a year at a mutually agreeable time and place to be determined by the Parties. Consultations may be conducted by any senior officers designated and authorized by the Parties. The purpose of consultations shall be:

1. To coordinate and monitor activities conducted within the framework of this Memorandum of Understanding; and
2. To evaluate policies, programs, and activities implemented for the purpose of enhancing and improving future programs.

**Article 8**  
**PUBLICATION TO THE MEDIA**

Any publication to the media, individually or jointly, shall be coordinated and agreed upon in advance of such publication in order to safeguard the interests of both Parties.

Approved publication to the media shall be for the limited purpose of enhancing public awareness regarding the efforts of both Parties to prevent, detect and deter the commission of criminal acts.

**Article 9  
FUNDING**

The Home Office will loan certain detection equipment to the Recipient for a period to be agreed. The Recipient accepts and is responsible for all legal, technical and other risks while the equipment is deployed on their territory.

The Recipient will put in place measures to ensure that risks associated with the use of the security equipment are appropriately managed.

The Home Office will reimburse the Recipient for the purchase of certain equipment. This will be the subject of a separate agreement.

**Article 10  
REFUSAL OF COOPERATION**

In the event that the implementation of this Memorandum of Understanding violates the sovereignty of any Party, poses a threat to its security, prejudices its crucial interests or violates its laws and regulations, each Party can derogate some areas of this Memorandum of Understanding or suspend cooperation altogether after providing written notification detailing the conflict to the other Party.

**Article 11  
INTERNATIONAL OBLIGATION**

The Provisions of this Memorandum of Understanding shall not prejudice any international agreement to which Belgium or United Kingdom is a party to.

**Article 12  
AMENDMENT**

This Memorandum of Understanding may be revised or amended in writing by the mutual consent of the Parties. Such revision or amendment shall enter into force on such a date as may be determined by the Parties.

**Article 13**  
**SETTLEMENT OF DISPUTES**

Any matter arising from the interpretation, application or implementation of this Memorandum of Understanding shall be resolved during consultations between members of the "Joint Committee". In the event that an issue(s) cannot be resolved by the Joint Committee, that issue(s) shall be elevated to the Chief of the Westcoast Police and a responsible UK Home Office official for resolution under presidency of the Governor of West-Flanders.

**Article 14**  
**ENTRY INTO FORCE, DURATION, AND TERMINATION**

1. This Memorandum of Understanding shall enter into force on the date of its signing.
2. This Memorandum of Understanding shall remain in force for a period of three (3) years and may be renewed by mutual consent in writing by the Parties.
3. Either Party may terminate this Memorandum of Understanding at any time before its expiration by giving written notice to the other party at least three (3) months prior to such termination.

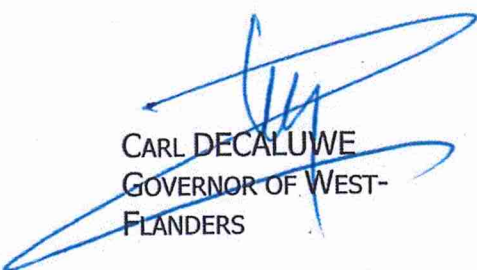
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Memorandum of Understanding.

DONE in the City of Bruges, this Wednesday 22 of December 2021,


FOR THE:  
WESTCOAST LOCAL POLICE  
DEPARTMENT

  
MARC VANDEN BUSSCHE  
CHAIRMAN OF WESTCOAST  
LOCAL POLICE DEPARTMENT

FOR THE:  
PROVINCE OF WEST-  
FLANDERS

  
CARL DECALUWE  
GOVERNOR OF WEST-  
FLANDERS

FOR THE:  
HOME OFFICE UK

  
NICOLAS DRINKAL  
DIRECTOR  
IAN HANSON  
REGIONAL DIRECTOR.

  
NICHOLAS PAELINCK  
CHIEF OF POLICE  
FIRST CHIEF COMMISSIONER