



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE MINISTRY OF NATIONAL DEFENCE AND THE MINISTRY OF  
JUSTICE AND LAW OF THE REPUBLIC OF COLOMBIA**

**AND**

**THE GOVERNMENT OF THE KINGDOM OF SWEDEN**

**ON**

### **LAW ENFORCEMENT COOPERATION**

The Ministry of National Defence and the Ministry of Justice and Law of the Republic of Colombia, and the Government of the Kingdom of Sweden, hereinafter referred to as “the Parties”,

- Stressing the importance to combat transnational organized crime and terrorism;
- Fully respecting the United Nations Conventions on combating crime, in particular the Convention on Transnational Organized Crime (New York 15 November 2000), the Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances, (Vienna 20 December 1988) and the Convention Against Corruption (Mérida, December 2003), all to which both parties are bound;
- Building upon the already robust and sincere law enforcement cooperation between the Parties;
- Deeming it essential to strengthen and enhance bilateral and multilateral law enforcement cooperation;
- Being guided by principles of mutual respect for sovereignty, human rights, the rule of law, gender equality, reciprocity and mutual benefit;
- Considering that effective law enforcement cooperation shall be based on national and international legislation as well as on mutual trust between the Governments and their competent authorities;
- Being aware of the increasing need for swift information exchange in combating crime;

have agreed as follows:



## **Article 1**

### **Purpose of the Memorandum of Understanding**

1. The purpose of this Memorandum of Understanding is to strengthen cooperation efforts between the Parties in terms of law enforcement relating to information exchange, to develop training activities and exchanging experiences and good practices.
2. The Memorandum of Understanding does not affect any undertakings or obligations required by national legislation or international conventions.

## **Article 2**

### **Information exchange**

1. Information exchange related to law enforcement cooperation should be carried out in a swift manner. It will primarily include combating transnational organized crime in the following areas:
  - a. Illicit trafficking in narcotic drugs and psychotropic substances;
  - b. Illicit trafficking and diversion of firearms, ammunitions and explosives;
  - c. Cybercrime;
  - d. Money laundering;
  - e. Organized crime;
  - f. Acts of terrorism, including its financing;
  - g. Other serious crime.
2. This Memorandum of Understanding shall not affect issues relating to the provisions of mutual legal assistance in criminal matters, judicial cooperation or extradition, which shall be subject to separate agreements and/or arrangements between the Parties.

## **Article 3**

### **Training and exchange of best practices**

1. The cooperation efforts in relation to training and best practices could be performed in any field of mutual interest. Particular attention should be paid to areas affecting transnational organized crime, such as corruption and cybercrime. Phenomena that could contribute to the growth of such crime, for example domestic violence and gender inequality, should also be taken into account.
2. The Parties' competent authorities may cooperate in terms of law enforcement and technical developments relating to expertise and training





such as the undertaking of joint seminars, exercises and training courses, exchanging experts, training concepts and programs and the participation of observers in exercises and practices. The Parties' competent authorities may also cooperate in producing information on transnational organized crime patterns.

#### **Article 4**

#### **Requests for Information**

1. Requests for law enforcement information shall be made in writing and shall take place directly between the competent authorities. Replies should be given through the same channel. When required, due to the urgency of a particular situation, oral requests may be accepted, but they must be confirmed in writing as soon as possible.
2. Additional information necessary for the execution of requests shall accompany it. All requests and accompanying information shall be in the language of the requested Party or in English.
3. If a request does not meet the formal requirements according to national legislation in the requested country, its correction or completion may be demanded.
4. If a request is sent to a non-competent authority, it shall be forwarded without delay to the competent authority of the requested Party. The requesting Party shall be informed accordingly.

#### **Article 5**

#### **Grounds for refusal**

A request may be refused if the requested Party considers that it may harm the sovereignty or security of its State or that it contravenes general legal principles or other essential interests of its State. The requested Party shall without delay inform the requesting Party about the grounds of refusal.

#### **Article 6**

#### **Handling of information**

1. Information that has been received within the framework of this Memorandum of Understanding can be used only for the purposes stated in the request and accepted by the requested Party.



2. Information received in accordance with this Memorandum of Understanding may be forwarded to a third state only after written consent of the competent authority of the transmitting Party.
3. The Parties shall inform each other about the outcome of the use of exchanged information.
4. The Parties shall notify each other without delay if the exchanged information proves to be incorrect or incomplete.

#### **Article 7** **Confidentiality and security of information**

1. Information that has been received by a Party within the framework of this Memorandum of Understanding shall be kept confidential in accordance with national legislation, if the disclosure of the information would disturb the relations between the Parties or would otherwise cause damage to the transmitting Party.
2. The Parties shall ensure protection of the information against unauthorised access, alteration, publication or dissemination, in accordance with their national legislation.

#### **Article 8** **Protection of personal data**

1. The exchange of personal data in accordance with this Memorandum of Understanding shall be subject to the national legislation of the Parties. A Party has the right to refuse a request if the level of data protection of the other Party is deemed to be inadequate.
2. When assessing the adequacy of the level of protection afforded, both parties will apply data protection principles in accordance with their respective national legislation.

#### **Article 9** **Competent authorities**

The Parties shall, as soon as possible and through official channels, communicate to each other the competent authorities and their contact points for the implementation of this Memorandum of Understanding.





#### **Article 10 Costs**

The Parties shall bear all their own costs incurred in the implementation of this Memorandum of Understanding, unless agreed differently.

#### **Article 11 Settlement of disputes**

Any dispute or unclarity arising from the interpretation or the implementation of this Memorandum of Understanding shall be settled in an amicable manner between the Parties.

#### **Article 12 Review and amendment**

This Memorandum of Understanding can be reviewed or modified at any time if the Parties mutually agree to do so in writing. A review should result in a joint report.

#### **Article 13 Final provisions**

1. This Memorandum of Understanding shall take effect upon signature of the Parties.
2. It will remain in effect for an indefinite period. Either of the Parties can terminate the Memorandum of Understanding by informing the other Party in writing. The termination will take effect six (6) months after the date on which the notification was received.
3. If the Memorandum of Understanding is terminated, the provisions in Articles 6 and 7 shall remain in force.



Done at Bogotá on *January 28*.... 2025 in two (2) original copies, in the Spanish, Swedish and English languages, each text being equally authentic. In case of divergence in interpretation, the English text shall prevail.

For the Ministry of National Defence  
of the Republic of Colombia

For the Government of  
the Kingdom of Sweden

*I Galsoway G.*

*[Signature]*

For the Ministry of Justice and Law  
of the Republic of Colombia

*Angel Muriel R.*