

**MEMORANDUM OF UNDERSTANDING
ON COMBATING WILDLIFE TRAFFICKING**

BETWEEN

**THE DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA**

AND

**THE MINISTRY OF PUBLIC SECURITY
OF THE SOCIALIST REPUBLIC OF VIET NAM**

The Ministry of Public Security of the Socialist Republic of Viet Nam, and the Department of the Interior of the United States of America, hereinafter referred to collectively as the “Participants”.

Seeking to enhance and strengthen cooperation between their governments, with regard to the United States - Viet Nam Comprehensive Partnership and the United States - Viet Nam Joint Vision Statement in 2015;

Recognizing the importance of the coordinated efforts between international law enforcement agencies to combat transnational criminal activity; and

Based on the principles of mutual trust, shared responsibility, and reciprocity, as well as due respect for national sovereignty, territorial integrity, equality, non-interference and mutual benefit; in accordance with the provisions of the international treaties that both countries are members, domestic laws and the functions and jurisdiction of each Participant,

Have reached the following understandings:

Section 1: Objective of Cooperation

The Participants intend to assist each other through information sharing, exchanges of best practices and cooperation in activities in support of this Memorandum of Understanding on Combating Wildlife Trafficking, hereinafter referred to as the MOU, to strengthen bilateral investigative cooperation regarding trafficking in fauna and flora, e.g., the illegal take and illegal trade in wildlife and wildlife products and forest products.

Section 2: Scope

- A. This MOU pertains to the species specified in the Annexes of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES).
- B. Assistance under this MOU should be in accordance with each Participant's domestic legal authorities and the limits of their respective jurisdictions and resources.
- C. No provision in this MOU should be interpreted in a manner that would restrict practices relating to mutual assistance and cooperation that are already in place between the Participants.
- D. This MOU is not a binding international agreement and does not give rise to rights or obligations under international law. It is not intended to create legally binding obligations, nor to create or confer any right, privilege or benefit on any person or party, private or public.

Section 3: Forms of Cooperation

Under this MOU and in accordance with the national laws of the two countries, the Participants should implement the following cooperative and collaborative activities:

- A. Assist in the collection and exchange of information and data on wildlife trafficking as they relate to each Participant;
- B. Develop and implement relevant cooperation with technical programs and projects to enhance capacity to combat wildlife trafficking;
- C. Exchange information with respect to the methodology of the respective units in the Participants' governments in preventing and combating transnational wildlife trafficking;
- D. Build capacity through information sharing, facilitating training courses, and exchanging expertise and best practices that relate to countering wildlife trafficking;
- E. Provide technical assistance in operational activities, particularly with respect to specialized equipment, forensic science, and crime scene and evidence management;

F. Perform other forms of cooperation as mutually determined by both Participants.

Section 4: Confidentiality of Information and Data

A Participant receiving any information under this MOU should treat all such information with the level of confidentiality requested by the providing Participant, subject to the receiving Participant's applicable domestic law, regulations and policies. Any disclosure of such information or data by a receiving Participant outside the receiving Participant's government should be done with prior written consent of the providing Participant, subject to applicable domestic law, regulations, and policies of the receiving Participant.

Section 5: Points of Contact

The Participants should assign the following points of contact for the implementation of this MOU:

- A. For the Ministry of Public Security of the Socialist Republic of Viet Nam:
Department of Foreign Relations - Ministry of Public Security of Viet Nam
Address: 30 Tran Binh Trong, Hai Ba Trung, Ha Noi
Telephone: + 84 24 3938 7174
Telefax: + 84 24 3942 4381
Email address: Division4@dfr.gov.vn

- B. For the Department of the Interior of the United States of America:
U.S. Fish and Wildlife Service, Office of Law Enforcement
Special Agent in Charge, International Operations
Address: 5275 Leesburg Pike, MS-OLE, Falls Church, Virginia, U.S.A., 22041
Telephone: 1-(703) 358-1949
Telefax: 1-(703) 358-1947
Email address: david_hubbard@fws.gov

The Participants should update points of contact in writing as necessary.

The Participants should designate points of contact to organize periodic consultative meetings for senior executives of both Participants.

The Participants can contact each other directly or via diplomatic channel, Interpol or any type of communication, including electronic media.

Section 6: Media Release

Any media release prepared individually or jointly in relation to the MOU or to any activity carried out under this MOU should be jointly coordinated by the Participants to protect the interests of the Participants.

Section 7: Disagreement

Any disagreement between the two Participants in the interpretation and implementation of this MOU should be resolved amicably through direct negotiations or through diplomatic channels.

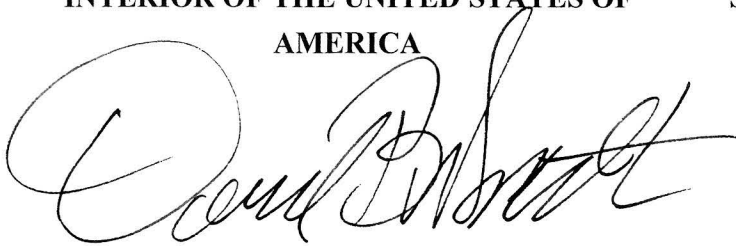
Section 8: General

- A. This MOU is effective on the date of the last signature of the Participants and may continue for three years. The MOU may be extended automatically for additional three-year periods, unless either of the participants discontinues its participation. The discontinuation should be made in writing and a written notice should be provided to the other Participant ninety days prior to the intended date of discontinuation.
- B. This MOU may be modified at any time by mutual written consent. Such modification should be made in line with the procedures applicable to the signing of this MOU.
- C. If the implementation of cooperation under this MOU violates the national sovereignty of either Participant or threatens national security, public order, vital interests, or laws of either Participant, or if a participant takes actions inconsistent with this MOU, the other Participant may suspend all cooperation activities, but the Participant seeking to suspend cooperation activities should provide a written notice to the other Participant.

D. The modification and discontinuation of this MOU does not affect the ongoing activities under this MOU. In addition, the Participants should continue to treat the information obtained under this MOU in a manner consistent with this MOU even after other activities under this MOU are discontinued.

Signed in Washington, D.C., in duplicate, in the Vietnamese and English languages on this 23 of 4 , 2019.

**FOR THE DEPARTMENT OF THE
INTERIOR OF THE UNITED STATES OF
AMERICA**



**FOR THE MINISTRY OF PUBLIC
SECURITY OF THE SOCIALIST
REPUBLIC OF VIET NAM**