

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE KOREA INTERNATIONAL COOPERATION AGENCY – KOICA
AND THE NATIONAL POLICE OF PERU**

The Korea International Cooperation Agency, hereinafter KOICA, and the National Police of Peru, hereinafter the PNP, which will be referred to as "THE PARTICIPANTS"

KOICA is a donor agency of the Republic of Korea that aims to maximize the effectiveness of non-reimbursable financial cooperation programs in developing countries through the implementation of technical cooperation and humanitarian assistance programs.

The PNP is a State institution with the quality of executing body, which depends on the Ministry of the Interior; with administrative competence and operational autonomy for the exercise of the police function throughout the national territory. The PNP General Command has among its functions to sign agreements and conventions, within the scope of competence of the National Police of Peru, with public and private entities, national or international, previously approved by Ministerial Resolution of the Minister of the Interior.

Within the framework of the Agreement between the Government of the Republic of Peru and the Government of the Republic of Korea for the establishment of the Korean volunteer program, signed on November 5, 2003, recognizing the need to strengthen international cooperation between THE PARTICIPANTS, within the scope of their respective competencies, and respecting national legislation and the international obligations assumed by their respective States;

THE PARTICIPANTS have reached the following understanding:

**Clause 1
Object and scope**

The PNP will facilitate the necessary and opportune police security measures for Korean officials, experts, technicians and volunteers, hereinafter KOICA Personnel duly accredited by KOICA during their displacement within Peru to carry out their humanitarian activities.

KOICA will identify the PNP as a priority institution within its international cooperation activities, opportunely sharing those related to police matters and others.

The activities derived from it, will be developed within the scope of the functional competencies of the Participants, are interpreted and executed in accordance with their respective national legislation and do not generate international obligations for their respective States.

Clause 2

Form of cooperation

- a. KOICA will send in a timely manner to the PNP State Security Directorate (DIRSEEST-PNP), the list of accredited KOICA Personnel who will arrive in Peru.
- b. KOICA will deliver to the DIRSEEST – PNP the personal data registry of the Korean citizens indicated in the previous paragraph; and, the DIRSEEST-PNP will formally confirm the information to KOICA, also indicating the contact police force.
- c. Personal information prepared by KOICA may contain the following with the prior consent of KOICA staff:
 - Name and surname.
 - Identification document.
 - Age.
 - Mobile phone.
 - Email.
 - Position (official, expert, technician or volunteer).
 - Department, province and district where you are going.
 - Institution to which it will provide humanitarian aid.
 - Date of admission.
 - Departure date.
 - Commissioner of the jurisdiction.
- d. The DIRSEEST – PNP will send the personal data record to the PNP State Security Unit or PNP Commissioner of the jurisdiction where KOICA Personnel are carrying out humanitarian activities in order to maintain timely communication with the contact police force.
- e. At the request of KOICA, the DIRSEEST – PNP will check if there is a risk to the safety of KOICA Personnel in any region of the country and will immediately inform KOICA, KOICA Personnel and the institution where they carry out their activities, so that the Participants jointly execute actions in a timely manner.
- f. KOICA will provide the PNP, through its institutional coordinators, with information on training programs aimed at Peruvian officials; especially in programs such as public administration, crime prevention, forensic investigation, among others.
- g. The PNP could propose to KOICA cooperation activities such as development projects and training programs on humanitarian issues, crime prevention and others so that KOICA reviews the proposal and, if applicable, considers the proposal within the scope of your competition.

Clause 3

Information protection

THE PARTICIPANTS will protect the information they may exchange in accordance with their respective national laws.

Likewise, THE PARTICIPANTS will use the information exchanged solely for the purposes of this Memorandum of Understanding and for no other purpose.

The information is not transferable to third parties.

Clause 4 Obligations

The execution of this Memorandum of Understanding is within the functional framework of THE PARTICIPANTS and does not generate international law obligations for KOICA and the PNP, and does not impose legal obligations on THE PARTICIPANTS.

Clause 5 Validity, duration and term

This Memorandum of Understanding will come into force from the date of its signing and will have a duration of five (05) years with automatic extensions; unless one of THE PARTICIPANTS expresses its intention to terminate this Memorandum of Understanding. The termination will be effective six (06) months after receipt of the written notification, through which one of THE PARTICIPANTS notifies the other Participant of its intention to terminate the instrument.

Clause 6 Modifications

This Memorandum of Understanding may be modified at any time with the written consent of the PNP General Command and KOICA. Modifications will have no validity or effect unless said modifications are made in writing and signed by THE PARTICIPANTS.

Clause 7 Institutional coordinators

For the purposes of implementing this Memorandum of Understanding, THE PARTICIPANTS designate the institutional coordinators and inform each other

- by KOICA:
KOICA Security Officer in Peru
phone: (511) 6275050
Email: kaljc23@koica.go.kr
- by PNP:
Regarding police security:
State Security Directorate
phone: (51) 980-121-386 / (51) 982-121-376
Email: dirseest.ceopol@policia.gob.pe

Regarding technical assistance and cooperation programs:
Directorate of International Affairs
phone: (51) 980-122-040 / (511) 302-2218
email: dirasint.ceopol@policia.gob.pe

Any change in the designation of the institutional coordinators must be notified to THE PARTICIPANTS.

The institutional liaisons will be responsible for communications, coordination and monitoring of compliance with the activities of this Memorandum of Understanding.

Clause 8 Languages

For carrying out international cooperation based on this Memorandum of Understanding, the English, Spanish and Korean languages will be used.

Clause 9 Finance

This Memorandum of Understanding does not imply obligations of a financial nature, the Participants will cover the expenses they incur on their own account, unless a different procedure is agreed upon. The execution of activities will be conditioned to the budgetary availability of each of THE PARTICIPANTS.

Clause 10 Final disposition

It is agreed to nullify the Memorandum of Understanding between the Korean International Cooperation Agency - KOICA and the National Police of Peru regarding security for KOICA volunteers, signed on June 15, 2012.

Signed in the city of Lima on the _____ day of 2022, in six (06) original copies, each in English, Spanish and Korean, the texts being of equal validity. In case of a difference of interpretation, the English text will prevail.

Jung Wook Lee
KOICA Peru Office
Director

Luis Alberto Vera Llerena
General commander
National Police of Peru