

**Report by the ReCAAP Information Sharing Centre for the  
Ninth Meeting of the United Nations Open-ended Informal Consultative Process on  
Oceans and the Law of the Sea**

**The ReCAAP**

1. The Regional Co-operation Agreement on Combating Piracy and Armed Robbery against Ships in Asia (ReCAAP) is the first regional government-to-government agreement to promote and enhance co-operation against piracy and armed robbery in Asia. It was finalised on 11 November 2004, and entered into force on 4 September 2006. To date, 14 States have become Contracting Parties to ReCAAP, namely, the People's Republic of Bangladesh, Brunei Darussalam, the Kingdom of Cambodia, the People's Republic of China, the Republic of India, Japan, the Republic of Korea, the Laos People's Democratic Republic, the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Democratic Socialist Republic of Sri Lanka, the Kingdom of Thailand and the Socialist Republic of Viet Nam.
2. The agreement provides a framework for Contracting Parties to pursue cooperation in the areas of information sharing, capacity building and cooperative arrangements. Cooperation in these areas is institutionalised under the ReCAAP Information Sharing Centre that is based in Singapore.

**The ReCAAP Information Sharing Centre (ISC)**

3. The ReCAAP Information Sharing Centre (ReCAAP ISC) was officially launched in Singapore on 29 November 2006 with the signing of the Agreement between the ReCAAP Information Sharing Centre and the Government of Singapore for the Establishment of the ReCAAP Information Sharing Centre in Singapore. The agreement was signed on between Mr. Raymond Lim, Minister of Transport on behalf of the Government of the Republic of Singapore, and Mr. Yoshiaki Ito, the Executive Director of the ReCAAP ISC.
4. On 30 January 2007, the Government of the Republic of Singapore gazetted the Agreement between the ReCAAP Information Sharing Centre and the Government of Singapore for the Establishment of the ReCAAP Information Sharing Centre in Singapore under the International Organisations (Immunities and Privileges) Act (Chapter 145).
5. The Executive Director of the ReCAAP ISC is Mr. Yoshiaki Ito (Japan). He was appointed Executive Director by the Governing Council at its inaugural meeting in November 2006. Mr Ito oversees the work of the ReCAAP ISC with a full permanent

body of international officers, including officers from China, India, Japan, the Philippines, the Republic of Korea and Singapore.

6. The ReCAAP ISC is overseen by a Governing Council, which meets at least once a year. BG(NS) Tay Lim Heng<sup>1</sup>(Singapore) is the current Governing Council Chairperson, and VADM R F Contractor<sup>2</sup> (India) is the Vice-Chairperson. The Governing Council held a Special Meeting in Singapore on 5 July 2007. The meeting was attended by Governors and representatives of all 14 ReCAAP Contracting Parties. The Special Meeting was convened to review the ReCAAP ISC's activities and development in its first six months of operations, and to chart the way forward.

7. The 2<sup>nd</sup> Meeting of the ReCAAP ISC Governing Council will be held between 26-28 February 2008 in Singapore.

### **Activities of the ReCAAP ISC**

8. The roles of the ReCAAP ISC are to: (1) facilitate the swift exchange of information, communications, and operational co-operation between the Contracting Parties so as to improve incident response; (2) conduct critical analysis on the piracy and armed robbery situation in the Asian region; and (3) support capacity-building efforts to help improve the capability of ReCAAP Contracting Parties to combat piracy and armed robbery against ships in the region.

### Information Sharing Among the Contracting Parties

9. Sharing information on the incidence of piracy and armed robbery can help improve operational cooperation when responding to incidents. The ReCAAP ISC has developed a secure, web-based Information Network System (IFN) to facilitate the exchange of information between the ReCAAP ISC and ReCAAP Contracting Parties' Focal Points. These Focal Points are government agencies designated by their respective governments to coordinate on issues of armed robbery and piracy and act as the points of contact with the ReCAAP ISC. Through this network system, the Focal Points of the Contracting Parties are linked to each other as well as the ReCAAP ISC twenty-four hours a day and seven days a week, and are able to facilitate a timely response to incidents of armed robbery and piracy. The Information Network System has been operational since December 2006.

### Research and Analysis at the ReCAAP ISC

10. Research and analysis is a key area of focus for the ReCAAP ISC. The ReCAAP ISC collates, verifies and analyses the information concerning armed robbery and piracy against ships that has been submitted by the ReCAAP Contracting Parties' Focal Points and other sources. The definition of piracy adopted by the ReCAAP is in accordance with Article 101 of the United Nations Convention on the Law of the Sea (UNCLOS), and

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<sup>1</sup> BG(NS) Tay Lim Heng is the Chief Executive of the Maritime and Port Authority of Singapore (MPA).

<sup>2</sup> VADM R F Contractor is the Director-General of the Indian Coast Guard (ICG).

the definition of armed robbery against ships is in accordance with the International Maritime Organisation's Code of Practice for the Investigation of the Crimes of Piracy and Armed Robbery against Ships.

11. Uniquely, the ReCAAP ISC classifies reported incidents according to a system that includes qualitative assessment of the severity and significance of reported incidents. All incidents are categorised into one of three categories, namely, Category 1 (very significant), Category 2 (moderately significant) and Category 3 (less significant). To avoid duplication and ensure accurate reporting, reported incidents are verified with the Focal Points of the ReCAAP Contracting Parties.

12. The ReCAAP ISC also publishes reports on a monthly basis on the armed robbery and piracy situation in the Asian region. To date, a total of eleven reports that analyse the patterns and trends of armed robbery and piracy in Asia have been published. These reports also contain information on the responses to reported incidents taken by the Focal Points of the ReCAAP Contracting Parties. For example, the ReCAAP ISC highlights instances where the Focal Points of ReCAAP Contracting Parties conducted investigation, arrested robbers or successfully recovered items that were stolen from ships. These cases studies serve to disseminate good practices undertaken by the Focal Points of ReCAAP Contracting Parties.

13. Where necessary, alerts are also disseminated to the ReCAAP Contracting Parties' Focal Points and the general maritime community. (These reports and alerts can be found on the ReCAAP Website at [www.recaap.org](http://www.recaap.org)).

#### Capacity Building

14. Capacity building is another focus of the ReCAAP ISC. The ReCAAP ISC assists the ReCAAP Contracting Parties' Focal Points through various initiatives that help enhance their ability to respond to incidents of armed robbery and piracy in accordance with the International Maritime Organisation's Maritime Safety Committee Circular 622 (MSC/Circ.622/Rev.1). Overall, these initiatives would help the Focal Points achieve a higher level of operational readiness to respond to incidents. To date, exercises have been conducted by Japan and the Republic of Korea.

15. On 10-13 September 2007, the ReCAAP ISC undertook a visit to the port of Chittagong. The team from the ReCAAP ISC held discussions with officers from the law enforcement and security agencies to understand the local challenges encountered in preventing and suppressing the incidence of armed robbery and piracy.

16. Participants from the Focal Points of ReCAAP Contracting Parties attended a capacity building workshop that was organised by the ReCAAP ISC on 25-26 October 2007 in Singapore. The objective of the workshop was to provide Focal Points with an opportunity to share best practices, and establish a network among the operators to enhance working-level cooperation among regional enforcement agencies.

## **Cooperative Arrangements**

17. The objectives, interests or nature of work of various other governmental, intergovernmental and non-governmental organizations and research institutes may be aligned with those of the ReCAAP ISC. The ReCAAP ISC seeks opportunities to work in partnership with such like-minded organisations on mutually beneficial projects. Currently, the ReCAAP ISC is collaborating with the Centre for Maritime Studies, the National University of Singapore, on a study of the modus operandi of armed robbers in their choice of targeting particular types of ships. The findings of the project will jointly-published by the two organizations when it concludes in February 2008.

18. Subject to finalisation at the 99<sup>th</sup> Regular Session of the IMO Council on 29 November 2007, the ReCAAP ISC will enter into a cooperative agreement with the International Maritime Organisation (IMO). This cooperative arrangement will recognise the ReCAAP ISC as a regional partner on issues of piracy and armed robbery in Asia. It will also pave the way for greater cooperation between the two organisations in areas of information sharing, capacity building workshops and other technical programmes.

## **Recommendations of the ReCAAP ISC**

19. The ReCAAP ISC strongly encourages ships to report incidents of armed robbery and piracy to the nearest coastal states at the earliest possible opportunity as advocated in the International Maritime Organisation's Maritime Safety Committee Circular 623 (MSC/Circ.623/Rev.3). Timely reporting enables the law enforcement agencies to verify details and promptly address the incident.

20. The ReCAAP ISC would also like shipmasters and shipowners to note that non-reporting indirectly facilitates criminal activity and increases the risks to ships and the safety of seafarers.

Information on the activities of the ReCAAP ISC correct as at 29 October 2007

### **Attachments:**

1. The Regional Cooperation Agreement on Combating Piracy and Armed Robbery against Ships in Asia.
2. The Regional Cooperation Agreement on Combating Piracy and Armed Robbery against Ships in Asia Order as gazetted by the Government of the Republic of Singapore, 30 January 2007.
3. Information brochure on the ReCAAP Information Sharing Centre.

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No. S 44

INTERNATIONAL ORGANISATIONS  
(IMMUNITIES AND PRIVILEGES) ACT  
(CHAPTER 145)

INTERNATIONAL ORGANISATIONS  
(IMMUNITIES AND PRIVILEGES)  
(RECAAP INFORMATION SHARING CENTRE)  
ORDER 2007

ARRANGEMENT OF PARAGRAPHS

Paragraph

1. Citation and commencement
2. Definitions
3. Status of ISC
4. Immunities and privileges of ISC
5. Immunities and privileges of executive director of ISC
6. Immunities and privileges of professional staff of ISC
7. Immunities of members of governing council of ISC
8. Non-application to citizens and permanent residents of Singapore

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In exercise of the powers conferred by section 2 (2) of the International Organisations (Immunities and Privileges) Act, the President hereby makes the following Order:

**Citation and commencement**

1. This Order may be cited as the International Organisations (Immunities and Privileges) (ReCAAP Information Sharing Centre) Order 2007 and shall be deemed to have come into operation on 29th November 2006.

**Definitions**

2. In this Order, unless the context otherwise requires —  
“contracting party” means any State which is a party to the ReCAAP;

“ISC” means the Information Sharing Centre established under the ReCAAP and located in Singapore;

“professional staff” means any person assigned to the ISC by a contracting party with the consent of the Government;

“ReCAAP” means the Regional Co-operation Agreement on Combating Piracy and Armed Robbery Against Ships in Asia;

“registered owner” has the same meaning as in rule 2 (1) of the Road Traffic (Motor Vehicles, Registration and Licensing) Rules (Cap. 276, R 5).

### **Status of ISC**

3.—(1) The ISC is an organisation of which the Government and the governments of foreign sovereign Powers are members.

(2) The ISC shall have the legal capacities of a body corporate.

### **Immunities and privileges of ISC**

4.—(1) The ISC, its property and its assets shall have immunity from suit and legal process except to the extent that the ISC expressly waives its immunity for the purpose of any proceedings or by the terms of any contract.

(2) The ISC shall have the like inviolability of its official archives and premises occupied as offices as is accorded in respect of the official archives and premises of an envoy of a foreign sovereign Power accredited to the Republic of Singapore, subject to the condition that the ISC shall not permit its premises occupied as offices to be used as a refuge for preventing arrest under the laws of Singapore or in any other manner incompatible with the purposes of the ISC.

(3) The ISC shall have the like exemption or relief from the following taxes and rates as may be accorded to a foreign sovereign Power:

- (a) property tax in respect of the premises of the ISC;
- (b) stamp duty in respect of any lease agreement entered into by the ISC for its premises;
- (c) subject to sub-paragraph (5), goods and services tax in respect of goods and services consumed in Singapore by the ISC for its official use;

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- (d) income tax in respect of any income derived from Singapore by the ISC;
  - (e) all vehicle taxes (including fee for a certificate of entitlement and additional registration fee) in respect of a motor vehicle intended for the official use of the ISC; and
  - (f) taxes in respect of utilities and telephone charges.
- (4) Where the ISC has enjoyed the exemption or relief referred to in sub-paragraph (3) (e) in respect of any motor vehicle, it shall not enjoy any such exemption or relief in respect of any other motor vehicle within 3 years from the date on which it became the registered owner of the first-mentioned vehicle under the Road Traffic Act (Cap. 276).
- (5) The ISC shall be exempted from —
- (a) customs and excise duties and goods and services tax in respect of goods directly imported by the ISC for its official use in Singapore, subject to the condition that the ISC shall not transfer the goods to any person within Singapore except in accordance with terms and conditions agreed upon by the ISC and the Government and in accordance with the laws of Singapore; and
  - (b) prohibitions and restrictions on importation or exportation in the case of goods directly imported or exported by the ISC for its official use and in the case of any publication of the ISC directly imported or exported by it.
- (6) In this paragraph —
- “income” includes incidental interest but does not include dividend income;
  - “premises” means any building or any part thereof, irrespective of ownership, occupied as offices by the ISC or otherwise used for the purposes of the ISC.

#### **Immunities and privileges of executive director of ISC**

5.—(1) An executive director of the ISC shall have the like immunity from suit and legal process as is accorded to an envoy of a foreign sovereign Power accredited to the Republic of Singapore in respect of acts (including words spoken or written) performed by the executive director in his official capacity or in the discharge of his duties.

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(2) An executive director of the ISC shall have the like exemption or relief from the following taxes as is accorded to an envoy of a foreign sovereign Power accredited to the Republic of Singapore:

- (a) income tax in respect of any salary or emolument paid to him by the ISC or a contracting party;
- (b) all vehicle taxes (including fee for a certificate of entitlement and additional registration fee) in respect of a motor vehicle intended for his personal use;
- (c) customs and excise duties and goods and services tax in respect of household effects directly imported by him for his personal use within 6 months after he takes up his assignment as an executive director of the ISC in Singapore;
- (d) foreign domestic worker levy in respect of 2 foreign domestic workers employed by him;
- (e) property tax in respect of premises used as his residence; and
- (f) stamp duty in respect of any tenancy agreement entered into by the executive director for premises used as his residence.

(3) Where an executive director has enjoyed the exemption or relief referred to in sub-paragraph (2) (b) in respect of any motor vehicle, he shall not enjoy any such exemption or relief in respect of any other motor vehicle within 3 years from the date on which he became the registered owner of the first-mentioned vehicle under the Road Traffic Act (Cap. 276).

#### **Immunities and privileges of professional staff of ISC**

6.—(1) A professional staff of the ISC shall have the like immunity from suit and legal process as is accorded to an envoy of a foreign sovereign Power accredited to the Republic of Singapore in respect of acts (including words spoken or written) performed by the professional staff in his official capacity or in the discharge of his duties, except in so far as that immunity is waived by an executive director of the ISC in any particular case.

(2) A professional staff of the ISC shall have the like exemption or relief from the following taxes as is accorded to an envoy of a foreign sovereign Power accredited to the Republic of Singapore:

- (a) income tax in respect of any salary or emolument paid to him by the ISC or a contracting party;



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- (b) all vehicle taxes (including fee for a certificate of entitlement and additional registration fee) in respect of a motor vehicle intended for his personal use;
  - (c) customs and excise duties and goods and services tax in respect of household effects directly imported by him for his personal use within 6 months after he takes up his assignment as a professional staff of the ISC in Singapore; and
  - (d) foreign domestic worker levy in respect of one foreign domestic worker employed by him.

(3) Where a professional staff has enjoyed the exemption or relief referred to in sub-paragraph (2) (b) in respect of any motor vehicle, he shall not enjoy any such exemption or relief in respect of any other motor vehicle within 3 years from the date on which he became the registered owner of the first-mentioned vehicle under the Road Traffic Act (Cap. 276).

#### **Immunities of members of governing council of ISC**

7. A member of the governing council of the ISC shall have the like immunity from suit and legal process as is accorded to an envoy of a foreign sovereign Power accredited to the Republic of Singapore in respect of acts (including words spoken or written) performed by him in his official capacity or in the discharge of his duties.

#### **Non-application to citizens and permanent residents of Singapore**

8. Notwithstanding anything in this Order, no immunity or privilege referred to in paragraph 5, 6 or 7 shall be enjoyed by any person who is a citizen or permanent resident of Singapore.

Made this 30th day of January 2007.

By Command,

LAU WAH MING  
*Secretary to the Cabinet,  
Singapore.*



Regional Cooperation Agreement on Combating Piracy and Armed Robbery against Ships in Asia

## I. The ReCAAP Signature

The globe symbolises the collaboration of the ReCAAP Contracting Parties and is reflective of the **Information Sharing Centre's (ISC)** status as an International Organisation. The three swirls which encircle the globe symbolise the network of relationships among Contracting Parties, and represent the three pillars of the **ReCAAP**, namely, **Information Sharing**, **Capacity Building**, and **Cooperative Arrangements**.

The colour blue depicts the seas and connotes dependability and commitment.



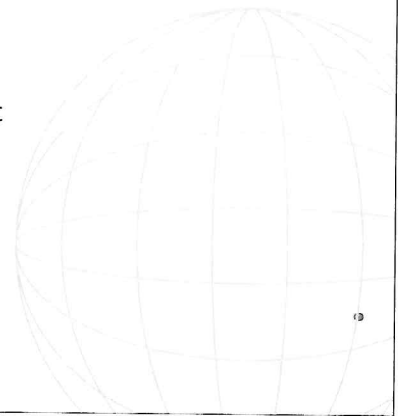
Orange connotes energy and vitality. These traits characterise the **ISC**.

Taken as a whole, the logo is reflective of the spirit of cooperation and commitment of the Contracting Parties in addressing the issue of piracy and armed robbery in Asia.

## 2. The ReCAAP and the Information Sharing Centre

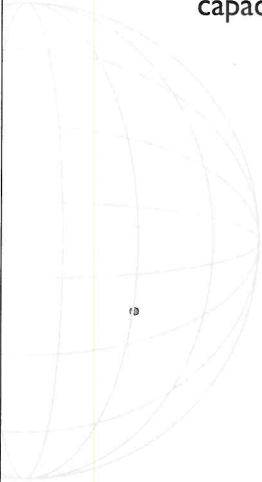
The **Regional Cooperation Agreement on Combating Piracy and Armed Robbery against Ships in Asia (ReCAAP)** is the first government-to-government agreement that addresses the incidence of piracy and armed robbery in Asia. The **ReCAAP** initiative aims to enhance multilateral cooperation among sixteen regional countries. **The Agreement was finalised on 11 November 2004 in Tokyo, and came into force on 4 September 2006.**

The sixteen countries include the People's Republic of Bangladesh, Brunei Darussalam, the Kingdom of Cambodia, the People's Republic of China, the Republic of India, the Republic of Indonesia, Japan, the Republic of Korea, the Lao People's Democratic Republic, Malaysia, the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Democratic Socialist Republic of Sri Lanka, the Kingdom of Thailand, and the Socialist Republic of Viet Nam.



The **ReCAAP Information Sharing Centre (ReCAAP ISC)** is established under the Agreement. The roles of the ReCAAP ISC include exchanging information among Contracting Parties on incidents of piracy and armed robbery, facilitating operational cooperation among Contracting Parties, analysing the patterns and trends of piracy and armed robbery and supporting the capacity building efforts of Contracting Parties.

Each ReCAAP Contracting Party designates a Focal Point responsible for its communications with the **ReCAAP ISC**. The role of the ReCAAP Focal Point is to facilitate smooth and effective information sharing among the Focal Points and with the **ReCAAP ISC**.



The **ReCAAP ISC** was officially launched on 29 November 2006 in Singapore. The **ReCAAP ISC** is overseen by a Governing Council which comprises one representative from each Contracting Party.

The **ReCAAP ISC** is staffed by international as well as local staff, and headed by the Executive Director, Mr Yoshiaki Ito. Prior to being appointed Executive Director by the Governing Council, Mr Yoshiaki Ito was a minister at the Permanent Mission of Japan to the United Nations. Mr Yoshiaki Ito is assisted by LTC(NS) Nicholas Teo, the Deputy Director of the **ReCAAP ISC**.

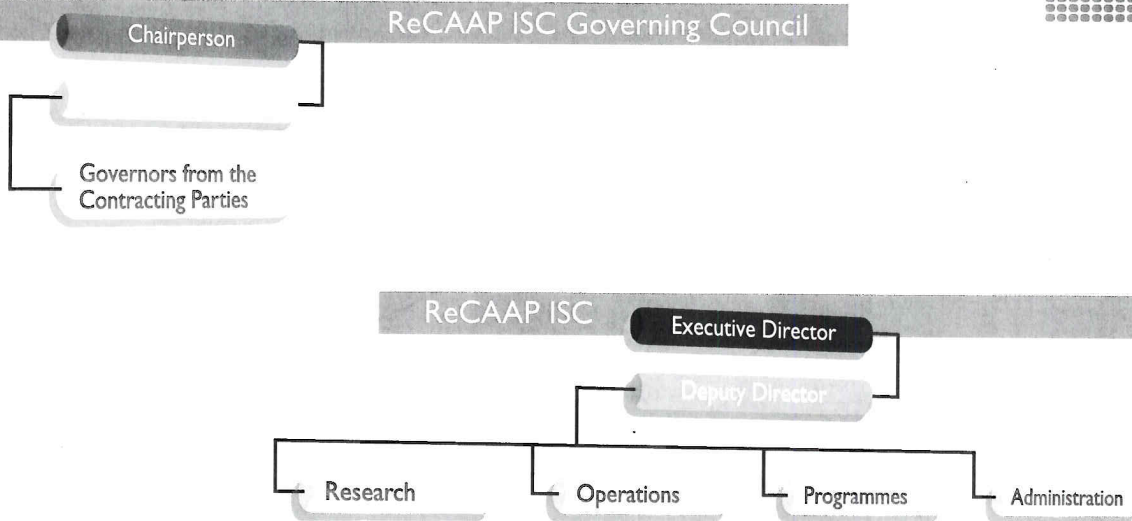
#### Operating Principles of the ReCAAP ISC

- Respect for Sovereignty
- Effectiveness
- Transparency



*The signing of the Headquarters' Agreement between  
Mr Yoshiaki Ito and Mr Raymond Lim,  
Minister for Transport and Second Minister for Foreign Affairs*

### 3. Organisational Structure of the ReCAAP Information Sharing Centre



#### 4. Information Exchange Procedure by the ReCAAP Contracting Parties

The ReCAAP Contracting Parties advocate the International Maritime Organisation's MSC/Circ.623/Rev.3 (Guidance to shipowners and ship operators, shipmasters and crews on preventing and suppressing acts of piracy and armed robbery against ships).



#### 5. Information Sharing through an Information Network

Sharing information on the incidence of piracy and armed robbery information can help improve operational cooperation when responding to incidents. **The ReCAAP ISC facilitates exchange of information among the ReCAAP Focal Points through a secure web-based Information Network system (IFN).** Through this network, the ReCAAP Focal Points are linked to each other as well as the **ReCAAP ISC** on a 24/7 basis, and are able to facilitate appropriate responses to incident.



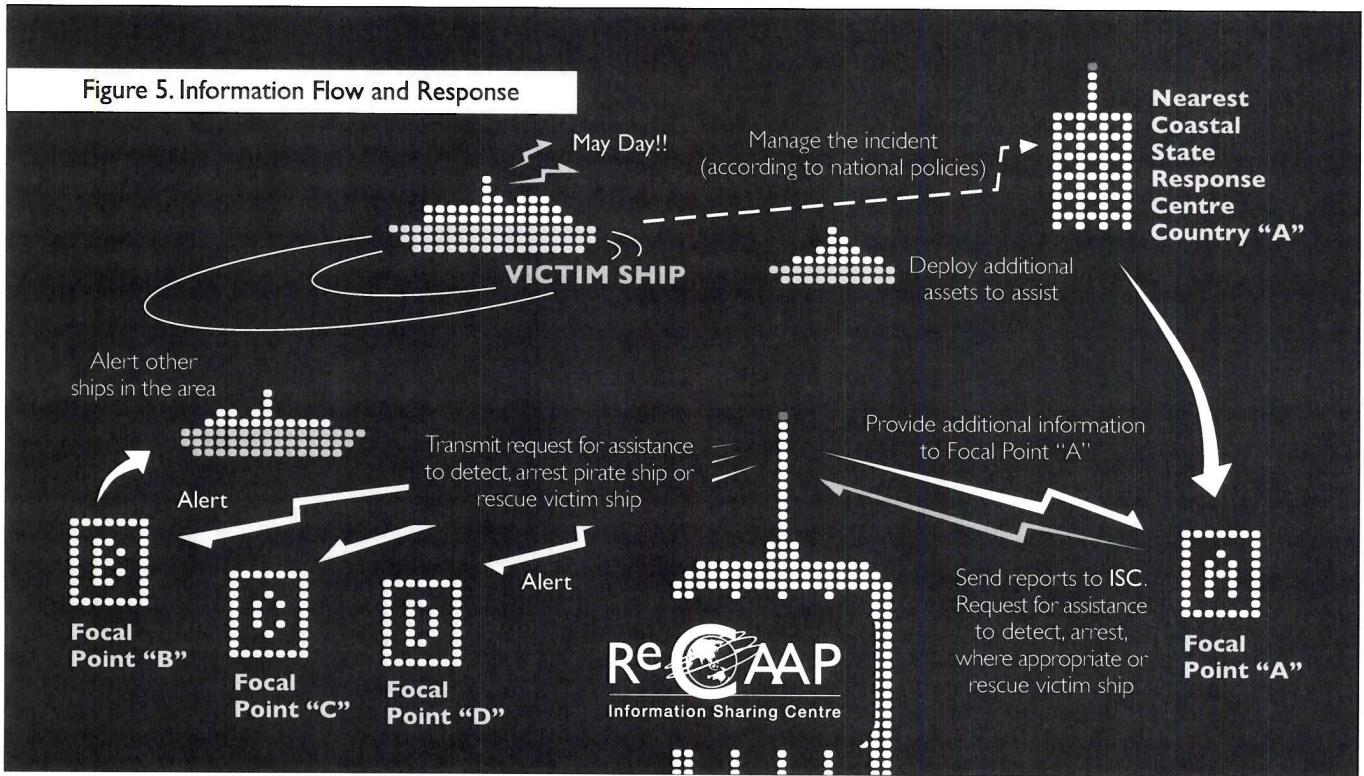
In the event of an incident of piracy or armed robbery, ships are strongly encouraged to report the incident to the nearest coastal state as advocated in the MSC/Circ.623/Rev.3. The agency receiving the report will manage the incident in accordance to its national policies and response procedures, and provide assistance to the victim ship where possible. The agency will, in turn, inform their ReCAAP Focal Point which will submit an incident report to the **ReCAAP ISC** as well as its neighbouring Focal Points.

Where possible, the ReCAAP Focal Points shall conduct or facilitate post-incident investigation, and manage incidents within their national jurisdiction.

The **ReCAAP ISC** gathers the information from these incident reports for analysis purposes.



Figure 5. Information Flow and Response





## 6. Research and Analysis

The ReCAAP ISC collates and analyses the information concerning piracy and armed robbery against ships submitted by the ReCAAP Focal Points and other relevant organisations. This information is published in the form of monthly and quarterly reports which identify patterns and trends, highlight good practices and recommend preventive measures. The **ReCAAP ISC** and ReCAAP Focal Points also provide regular alerts on incidents to the maritime community.

The ReCAAP ISC adopts the United Nations Convention on the Law of the Sea (UNCLOS) definition of piracy and the International Maritime Organisation's Code of Practice for the Investigation of Armed Robbery against Ships.



The **ReCAAP ISC** also categorises reported incidents of piracy and armed robbery based on their level of significance.

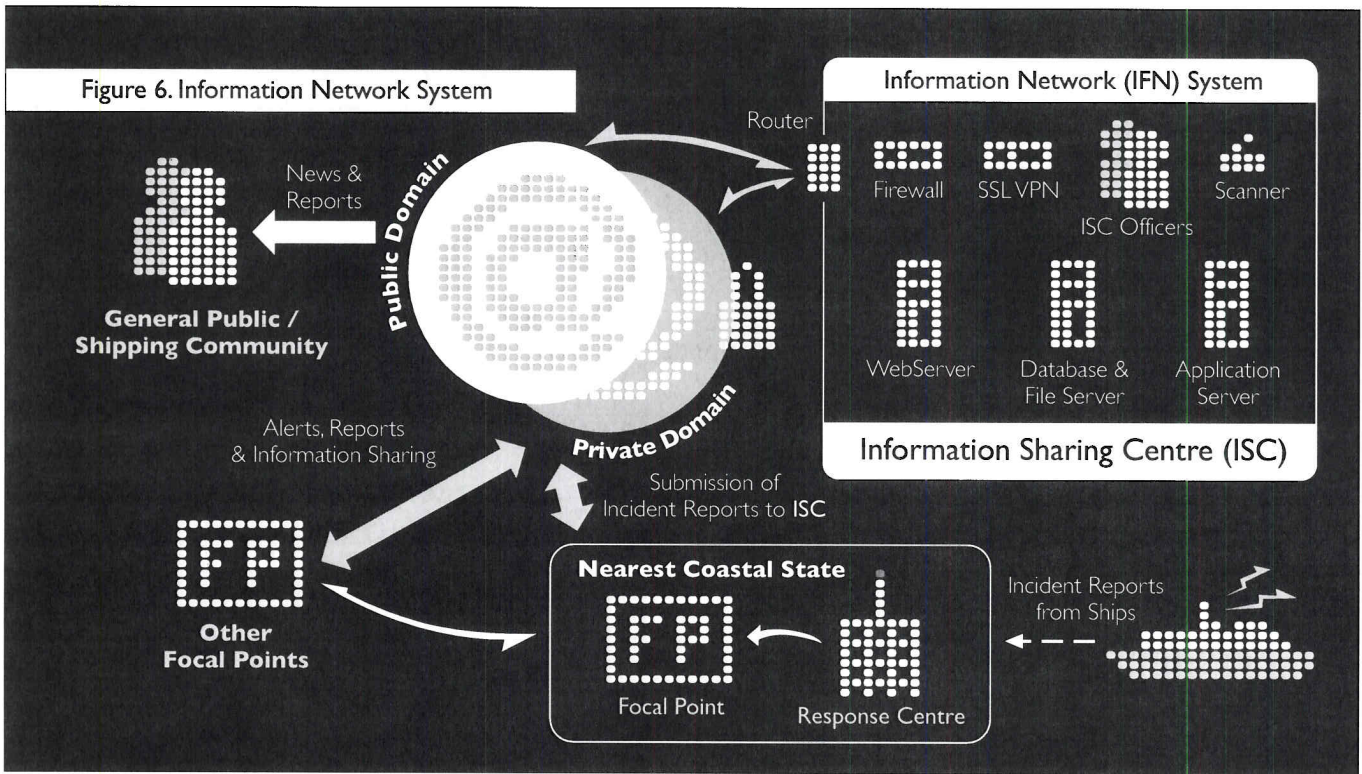
Reported incidents are categorised in one of the following:

- **Category 1 - Very Significant**
- **Category 2 - Moderately Significant**
- **Category 3 - Less Significant**

**This categorisation system provides a qualitative dimension in differentiating the nature of reported incidents.** In this regard, it complements existing approaches of analysing (and reporting) incidents of piracy and armed robbery. For more information on the reports, please visit our website at [www.recaap.org](http://www.recaap.org).



Figure 6. Information Network System



## 7. Capacity Building

The ReCAAP ISC undertakes initiatives that enhance the ability of Contracting Parties to respond to incidents of piracy and armed robbery in accordance with the International Maritime Organisation's MSC/Circ.622/Rev.1 (Recommendations to Governments for preventing and suppressing piracy and armed robbery against ships). These initiatives include exercises, training workshops and technical assistance programmes that share best practices.

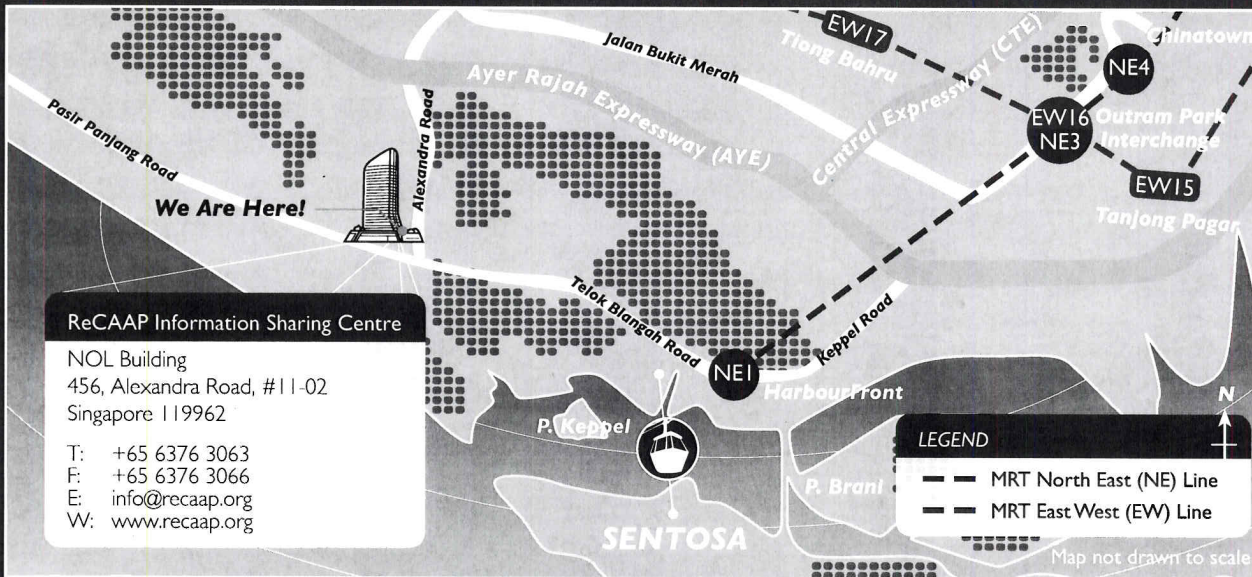




## 8. Cooperative Arrangements

A variety of organisations may be interested in cooperating with **ReCAAP ISC** in sharing information or capacity building programmes. These may include governmental, intergovernmental, international, and non-governmental organisations, and research institutes that have activities that are consistent with the purpose, functions and spirit of the **ReCAAP ISC**. The **ReCAAP ISC** adopts an inclusive and collaborative approach with such like-minded parties that are not members to the Agreement, and to this end, grants the status of partner organisations to such organisations on mutually beneficial terms and conditions.

9. The ReCAAP ISC Office



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ReCAAP ISC





Regional Cooperation Agreement on Combating Piracy and Armed Robbery against Ships in Asia

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**Regional Cooperation Agreement on Combating Piracy  
and Armed Robbery against Ships in Asia**

The Contracting Parties to this Agreement,

Concerned about the increasing number of incidents of piracy and armed robbery against ships in Asia,

Mindful of the complex nature of the problem of piracy and armed robbery against ships,

Recognizing the importance of safety of ships, including their crew, exercising the right of navigation provided for in the United Nations Convention on the Law of the Sea of 10 December 1982, hereinafter referred to as "the UNCLOS",

Reaffirming the duty of States to cooperate in the prevention and suppression of piracy under the UNCLOS,

Recalling "Tokyo Appeal" of March 2000, "Asia Anti-Piracy Challenges 2000" of April 2000 and "Tokyo Model Action Plan" of April 2000,

Noting the relevant resolutions adopted by the United Nations General Assembly and the relevant resolutions and recommendations adopted by the International Maritime Organization,

Conscious of the importance of international cooperation as well as the urgent need for greater regional cooperation and coordination of all States affected within Asia, to prevent and suppress piracy and armed robbery against ships effectively,

Convinced that information sharing and capacity building among the Contracting Parties will significantly contribute towards the prevention and suppression of piracy and armed robbery against ships in Asia,

Affirming that, to ensure greater effectiveness of this Agreement, it is indispensable for each Contracting Party to strengthen its measures aimed at preventing and suppressing piracy and armed robbery against ships,

Determined to promote further regional cooperation and to enhance the effectiveness of such cooperation,

Have agreed as follows:

## Part I Introduction

### Article 1 Definitions

1. For the purposes of this Agreement, "piracy" means any of the following acts:
  - (a) any illegal act of violence or detention, or any act of depredation, committed for private ends by the crew or the passengers of a private ship or a private aircraft, and directed:
    - (i) on the high seas, against another ship, or against persons or property on board such ship;
    - (ii) against a ship, persons or property in a place outside the jurisdiction of any State;
  - (b) any act of voluntary participation in the operation of a ship or of an aircraft with knowledge of facts making it a pirate ship or aircraft;
  - (c) any act of inciting or of intentionally facilitating an act described in subparagraph (a) or (b).
  
2. For the purposes of this Agreement, "armed robbery against ships" means any of the following acts:
  - (a) any illegal act of violence or detention, or any act of depredation, committed for private ends and directed against a ship, or against persons or property on board such ship, in a place within a Contracting Party's jurisdiction over such offences;
  - (b) any act of voluntary participation in the operation of a ship with knowledge of facts making it a ship for armed robbery against ships;any act of inciting or of intentionally facilitating an act described in subparagraph (a) or (b).

Article 2  
General Provisions

1. The Contracting Parties shall, in accordance with their respective national laws and regulations and subject to their available resources or capabilities, implement this Agreement, including preventing and suppressing piracy and armed robbery against ships, to the fullest extent possible.
2. Nothing in this Agreement shall affect the rights and obligations of any Contracting Party under the international agreements to which that Contracting Party is party, including the UNCLOS, and the relevant rules of international law.
3. Nothing in this Agreement shall affect the immunities of warships and other government ships operated for non-commercial purposes.
4. Nothing in this Agreement, nor any act or activity carried out under this Agreement shall prejudice the position of any Contracting Party with regard to any dispute concerning territorial sovereignty or any issues related to the law of the sea.
5. Nothing in this Agreement entitles a Contracting Party to undertake in the territory of another Contracting Party the exercise of jurisdiction and performance of functions which are exclusively reserved for the authorities of that other Contracting Party by its national law.
6. In applying paragraph 1 of Article 1, each Contracting Party shall give due regard to the relevant provisions of the UNCLOS without prejudice to the rights of the third Parties.

Article 3  
General Obligations

1. Each Contracting Party shall, in accordance with its national laws and regulations and applicable rules of international law, make every effort to take effective measures in respect of the following:
  - (a) to prevent and suppress piracy and armed robbery against ships;
  - (b) to arrest pirates or persons who have committed armed robbery against ships;
  - (c) to seize ships or aircraft used for committing piracy or armed robbery against ships, to seize ships taken by and under the control of pirates or persons who have committed armed robbery against ships, and to seize the property on board such ships; and
  - (d) to rescue victim ships and victims of piracy or armed robbery against ships.
  
2. Nothing in this Article shall prevent each Contracting Party from taking additional measures in respect of subparagraphs (a) to (d) above in its land territory.

## Part II Information Sharing Center

### Article 4 Composition

1. An Information Sharing Center, hereinafter referred to as “the Center”, is hereby established to promote close cooperation among the Contracting Parties in preventing and suppressing piracy and armed robbery against ships.
2. The Center shall be located in Singapore
3. The Center shall be composed of the Governing Council and the Secretariat.
4. The Governing Council shall be composed of one representative from each Contracting Party. The Governing Council shall meet at least once every year in Singapore, unless otherwise decided by the Governing Council.
5. The Governing Council shall make policies concerning all the matters of the Center and shall adopt its own rules of procedure, including the method of selecting its Chairperson.
6. The Governing Council shall take its decisions by consensus.
7. The Secretariat shall be headed by the Executive Director who shall be assisted by the staff. The Executive Director shall be chosen by the Governing Council.
8. The Executive Director shall be responsible for the administrative, operational and financial matters of the Center in accordance with the policies as determined by the Governing Council and the provisions of this Agreement, and for such other matters as determined by the Governing Council.
9. The Executive Director shall represent the Center. The Executive Director shall, with the approval of the Governing Council, make rules and regulations of the Secretariat.

Article 5  
Headquarters Agreement

1. The Center, as an international organization whose members are the Contracting Parties to this Agreement, shall enjoy such legal capacity, privileges and immunities in the Host State of the Center as are necessary for the fulfillment of its functions.
2. The Executive Director and the staff of the Secretariat shall be accorded, in the Host State, such privileges and immunities as are necessary for the fulfillment of their functions.
3. The Center shall enter into an agreement with the Host State on matters including those specified in paragraphs 1 and 2 of this Article.

Article 6  
Financing

1. The expenses of the Center, as provided for in the budget decided by the Governing Council, shall be provided by the following sources:
  - (a) Host State financing and support;
  - (b) Voluntary contributions from the Contracting Parties;
  - (c) Voluntary contributions from international organizations and other entities, in accordance with relevant criteria adopted by the Governing Council; and
  - (d) Any other voluntary contributions as may be agreed upon by the Governing Council.
2. Financial matters of the Center shall be governed by a Financial Regulation to be adopted by the Governing Council.
3. There shall be an annual audit of the accounts of the Center by an independent auditor appointed by the Governing Council. The audit report shall be submitted to the Governing Council and shall be made public, in accordance with the Financial Regulation.

## Article 7 Functions

The functions of the Center shall be:

- (a) to manage and maintain the expeditious flow of information relating to incidents of piracy and armed robbery against ships among the Contracting Parties;
- (b) to collect, collate and analyze the information transmitted by the Contracting Parties concerning piracy and armed robbery against ships, including other relevant information, if any, relating to individuals and transnational organized criminal groups committing acts of piracy and armed robbery against ships;
- (c) to prepare statistics and reports on the basis of the information gathered and analyzed under subparagraph (b), and to disseminate them to the Contracting Parties;
- (d) to provide an appropriate alert, whenever possible, to the Contracting Parties if there is a reasonable ground to believe that a threat of incidents of piracy or armed robbery against ships is imminent;
- (e) to circulate requests referred to in Article 10 and relevant information on the measures taken referred to in Article 11 among the Contracting Parties;
- (f) to prepare non-classified statistics and reports based on information gathered and analyzed under subparagraph (b) and to disseminate them to the shipping community and the International Maritime Organization; and
- (g) to perform such other functions as may be agreed upon by the Governing Council with a view to preventing and suppressing piracy and armed robbery against ships.

## Article 8 Operation

1. The daily operation of the Center shall be undertaken by the Secretariat.
2. In carrying out its functions, the Center shall respect the confidentiality of information provided by any Contracting Party, and shall not release or disseminate such information unless the consent of that Contracting Party is given in advance.
3. The Center shall be operated in an effective and transparent manner, in accordance with the policies made by the Governing Council, and shall avoid duplication of existing activities between the Contracting Parties.



## Part III Cooperation through the Information Sharing Center

### Article 9 Information Sharing

1. Each Contracting Party shall designate a focal point responsible for its communication with the Center, and shall declare its designation of such focal point at the time of its signature or its deposit of an instrument of notification provided for in Article 18.
2. Each Contracting Party shall, upon the request of the Center, respect the confidentiality of information transmitted from the Center.
3. Each Contracting Party shall ensure the smooth and effective communication between its designated focal point, and other competent national authorities including rescue coordination centers, as well as relevant non-governmental organizations.
4. Each Contracting Party shall make every effort to require its ships, ship owners, or ship operators to promptly notify relevant national authorities including focal points, and the Center when appropriate, of incidents of piracy or armed robbery against ships.
5. Any Contracting Party which has received or obtained information about an imminent threat of, or an incident of, piracy or armed robbery against ships shall promptly notify relevant information to the Center through its designated focal point.
6. In the event that a Contracting Party receives an alert from the Center as to an imminent threat of piracy or armed robbery against ships pursuant to subparagraph (d) of Article 7, that Contracting Party shall promptly disseminate the alert to ships within the area of such an imminent threat.

Article 10  
Request for Cooperation

1. A Contracting Party may request any other Contracting Party, through the Center or directly, to cooperate in detecting any of the following persons, ships, or aircraft:
  - (a) pirates;
  - (b) persons who have committed armed robbery against ships;
  - (c) ships or aircraft used for committing piracy or armed robbery against ships, and ships taken by and under the control of pirates or persons who have committed armed robbery against ships; or
  - (d) victim ships and victims of piracy or armed robbery against ships.
2. A Contracting Party may request any other Contracting Party, through the Center or directly, to take appropriate measures, including arrest or seizure, against any of the persons or ships mentioned in subparagraph (a), (b), or (c) of paragraph 1 of this Article, within the limits permitted by its national laws and regulations and applicable rules of international law.
3. A Contracting Party may also request any other Contracting Party, through the Center or directly, to take effective measures to rescue the victim ships and the victims of piracy or armed robbery against ships.
4. The Contracting Party which has made a direct request for cooperation pursuant to paragraphs 1, 2 and 3 of this Article shall promptly notify the Center of such request.
5. Any request by a Contracting Party for cooperation involving extradition or mutual legal assistance in criminal matters shall be made directly to any other Contracting Party.

Article 11  
Cooperation by the Requested Contracting Party

1. A Contracting Party, which has received a request pursuant to Article 10, shall, subject to paragraph 1 of Article 2, make every effort to take effective and practical measures for implementing such request.
2. A Contracting Party, which has received a request pursuant to Article 10, may seek additional information from the requesting Contracting Party for the implementation of such request.
3. A Contracting Party, which has taken measures referred to in paragraph 1 of this Article, shall promptly notify the Center of the relevant information on the measures taken.

Part IV Cooperation

Article 12  
Extradition

A Contracting Party shall, subject to its national laws and regulations, endeavor to extradite pirates or persons who have committed armed robbery against ships, and who are present in its territory, to the other Contracting Party which has jurisdiction over them, at the request of that Contracting Party.

Article 13  
Mutual Legal Assistance

A Contracting Party shall, subject to its national laws and regulations, endeavor to render mutual legal assistance in criminal matters, including the submission of evidence related to piracy and armed robbery against ships, at the request of another Contracting Party.

## Article 14 Capacity Building

1. For the purpose of enhancing the capacity of the Contracting Parties to prevent and suppress piracy and armed robbery against ships, each Contracting Party shall endeavor to cooperate to the fullest possible extent with other Contracting Parties which request cooperation or assistance.
2. The Center shall endeavor to cooperate to the fullest possible extent in providing capacity building assistance.
3. Such capacity building cooperation may include technical assistance such as educational and training programs to share experiences and best practices.

## Article 15 Cooperative Arrangements

Cooperative arrangements such as joint exercises or other forms of cooperation, as appropriate, may be agreed upon among the Contracting Parties concerned.

## Article 16 Protection Measures for Ships

Each Contracting Party shall encourage ships, ship owners, or ship operators, where appropriate, to take protective measures against piracy and armed robbery against ships, taking into account the relevant international standards and practices, in particular, recommendations adopted by the International Maritime Organization.

## Part V Final Provisions

### Article 17 Settlement of Disputes

Disputes arising out of the interpretation or application of this Agreement, including those relating to liability for any loss or damage caused by the request made under paragraph 2 of Article 10 or any measure taken under paragraph 1 of Article 11, shall be settled amicably by the Contracting Parties concerned through negotiations in accordance with applicable rules of international law.

Article 18  
Signature and Entry into Force

1. This Agreement shall be open for signature at the depository referred to in paragraph 2 below by the People's Republic of Bangladesh, Brunei Darussalam, the Kingdom of Cambodia, the People's Republic of China, the Republic of India, the Republic of Indonesia, Japan, the Republic of Korea, the Lao People's Democratic Republic, Malaysia, the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Democratic Socialist Republic of Sri Lanka, the Kingdom of Thailand, the Socialist Republic of Viet Nam.
2. The Government of Singapore is the depository of this Agreement.
3. This Agreement shall enter into force 90 days after the date on which the tenth instrument of notification by a State listed in paragraph 1, indicating the completion of its domestic requirements, is submitted to the depository. Subsequently it shall enter into force in respect of any other State listed in paragraph 1 above 30 days after its deposit of an instrument of notification to the depository.
4. The depository shall notify all the States listed in paragraph 1 of the entry into force of this Agreement pursuant to paragraph 3 of this Article.
5. After this Agreement has entered into force, it shall be open for accession by any State not listed in paragraph 1. Any State desiring to accede to this Agreement may so notify the depository, which shall promptly circulate the receipt of such notification to all other Contracting Parties. In the absence of a written objection by a Contracting Party within 90 days of the receipt of such notification by the depository, that State may deposit an instrument of accession with the depository, and become a party to this Agreement 60 days after such deposit of instrument of accession.

Article 19  
Amendment

1. Any Contracting Party may propose an amendment to this Agreement, any time after the Agreement enters into force. Such amendment shall be adopted with the consent of all Contracting Parties.
2. Any amendment shall enter into force 90 days after the acceptance by all Contracting Parties. The instruments of acceptance shall be deposited with the depository, which shall promptly notify all other Contracting Parties of the deposit of such instruments.

Article 20  
Withdrawal

1. Any Contracting Party may withdraw from this Agreement at any time after the date of its entry into force.
2. The withdrawal shall be notified by an instrument of withdrawal to the depository.
3. The withdrawal shall take effect 180 days after the receipt of the instrument of withdrawal by the depository.
4. The depository shall promptly notify all other Contracting Parties of any withdrawal.

Article 21  
Authentic Text

This Agreement shall be authentic in the English language.

Article 22  
Registration

This Agreement shall be registered by the depository pursuant to Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.