

**MEMORANDUM OF UNDERSTANDING ON COOPERATION
BETWEEN
ASSOCIATION "SENER" NETWORK
AND
ENLETS NETWORK**

Considering that the Association "Network for Strengthening European Network Centres of Excellence in Cybercrime" (hereafter SENTER NETWORK) is a European network of experts, which has pioneered the development and implementation of cross-border cooperation aiming at contributing to the European efforts to counter cybercrime.

Considering that the ENLETS Network is a European Network Law Enforcement Technology Services (hereafter ENLETS Network) which is an active network of Law Enforcement agencies that are sharing best practices, activates co-creation and stimulates research for law enforcement.

Considering that both SENTER NETWORK and ENLETS Network seek to promote the research and development in the area of countering cybercrime, therefore closer cooperation between SENTER NETWORK and ENLETS Network would be beneficial to ensure a better coordination of activities in this area

The Parties agree that it is in the mutual interest of the SENTER NETWORK and ENLETS Network (hereafter individually referred to as "a Party" and collectively "the Parties") to establish the following Memorandum of Understanding (hereafter referred to as "the MOU"):

ARTICLE I

Purpose and scope

1. The purpose of the MOU is to exploit the synergies and complementarities between the Parties and to develop cooperation between the Parties in the areas of mutual interest - research development, networking, policy development, awareness building and other agreed efforts intended to counter cybercrimes.
2. Both Parties undertake to promote and develop the co-operation, to foster the relations and mutual understanding in the above-identified areas of mutual interest in the following ways:
 - 1) Encouraging exchange of experts between the Parties;
 - 2) Organizing joint research activities;
 - 3) Organizing joint training events;
 - 4) Organizing joint seminars, courses, workshops;
 - 5) Developing joint project proposals;
 - 6) Engaging in other mutually beneficial activities within the scope and according to the rules and procedures of each of the Party.

ARTICLE II

Activities and financial arrangements

1. Any activities conducted under this MOU are subject to the inclusion in the Parties' respective programme of work and budget and shall be carried out in accordance with their respective rules and

regulations.

2. Both Parties agree that all specific arrangements and plans for activities are to be negotiated and are dependent on the availability of funds and resources for each such activity.

ARTICLE III

Institutional framework

After the signature of this MOU, each Party will appoint a staff member who will act as focal point for the implementation of the MOU. The focal point will ensure the implementation of the cooperation programme (*if such is specifically agreed under this MOU*) and facilitate the exchange of information between the Parties on matters of common interest.

ARTICLE IV

Intellectual property rights and publication

1. Intellectual property right to any discoveries, inventions, and products resulting from collaborative projects between the Parties will be determined by agreement according to the policies of each Party.

2. Both parties must give written approval for the utilization and publication of any data and research finding resulting from a joint activity relating to this MOU.

3. Detailed management of Intellectual Property Rights and Publications shall be defined in the Agreement of Implementation Arrangements of each activity.

ARTICLE V

Settlement of differences

Any differing viewpoints or interpretations of this MOU shall be settled amicably by mutual consultation or negotiation.

ARTICLE VI

Implementation, renewal, amendment and termination

1. This MOU is concluded for a period of 5 years starting at the date of its signature by both Parties. It will be automatically renewed on an annual basis thereafter, unless terminated or replaced with a new MOU.

2. This MOU may be amended in writing by mutual agreement of the Parties. It may be terminated by either Party subject to three months' written notice. If this MOU is terminated, the provisions of the Agreement for Implementation Arrangements shall continue to apply to the extent necessary to secure the continued implementation (*or completion*) of the activities as agreed upon in the agreement.

3. This MOU is written in English in 2 (two) authentic copies. As witness to their consent to this MOU,

the authorized persons hereunto provide their signatures.

4. For legal purposes nothing in this MOU shall be construed as creating a joint venture, an agency relationship or a legal relationship between the Parties. No provision of this MOU shall be construed so as to in any way interfere with the respective decision-making processes of the Parties with regard to their own respective work and operation. Each Party will bear its own costs incurred in the implementation of this MOU. This MOU does not represent a commitment of funds on the part of either Party.

For the Association SENTER NETWORK

Dr. Edgar Weippl

Founder of Association SENTER NETWORK

ZVR-number: 1639988600



May 2nd, 2018

Date

For ENLETS Network

P.Padding

ENLETS Core Group leader



April 30th 2018

