



**MEMORANDUM OF UNDERSTANDING
for the purpose of collaboration
between
European Police Office (Europol)
and
European Network of Forensic Science Institutes
(ENFSI)**

The European Police Office

Represented for the purposes of this Memorandum of Understanding by
Mr. Wil van Gemert, Deputy Director, and hereafter referred to as 'Europol',

and

The European Network of Forensic Science Institutes

Represented for the purposes of this Memorandum of Understanding by Dr. Üllar Lanno,
Chairman of the 18th ENFSI Board and hereafter referred to as ENFSI, hereinafter
collectively referred to as the 'Parties' or individually as the 'Party',

Have agreed as follows:

1. Objective

The purpose of this Memorandum of Understanding is to establish a mutual framework for cooperation between Europol and ENFSI.

Having in mind the Council Conclusions for the realisation of a European Forensic Science Area, this Memorandum of Understanding serves the establishment of a mutual framework for cooperation which will facilitate the cooperation between the Parties in areas of common interest as referred to in Point 3, with the aim to improve mutual coordination and ensure greater complementarity.

2. Scope

- 2.1. The scope of this Memorandum of Understanding is limited to the provision of expertise in the field of forensic science and to the exchange of non-personal information related to those areas.
- 2.2. The exchange of any personal data related to forensic science regardless of type of crime can only be exchanged in accordance with the applicable provisions in Europol's legal framework and its operational cooperation agreements with Third States.
- 2.3. This Memorandum of Understanding does not create legally binding obligations, nor does it supersede any legal obligations on either party.

3. Activities

- 3.1. Exchange of knowledge and support

Europol and ENFSI, in accordance with their respective mandates, may further:

- a) engage in joint endeavours related to the designated common area of interest;
- b) appoint upon the invitation from the other, a representative(-s) of an appropriate level and expertise to activities or events organised by either, with the aim to contribute to and support the overall activity/programme related to the designated common areas of interest;
- c) The scope of the Memorandum of Understanding specifically concerns the provision of expertise by ENFSI to Europol, the mutual cooperation in Research and Development and training matters and the exchange of best practices, statistical data or trends relating to fighting crime in the field of forensic science generally between the two parties.

- d) cooperate with each other in the implementation of projects related to the designated common areas of interest.

3.2. Mutual coordination

Europol and ENFSI, in accordance with their respective mandates, may:

- a) inform each other about the implementation of their respective mandates in the area of forensic science;
- b) inform each other on their programmes of potential interest in order to identify possibilities for joint activities and mutual contributions;
- c) conduct consultation meetings upon the initiative of either Europol or ENFSI with the aim to evaluate the cooperation progress and opportunities.

4. Practicalities

- 4.1. Each party shall be responsible for its own actions and its own costs associated with this MOU or use of the information exchanged.
- 4.2. Each party agrees to take all necessary measures to maintain the confidentiality of information provided by the other party, including where it involves their representatives, employees, sub-contractors and, more generally, their officers.
- 4.3. Each party will respect the name and reputation of the other, and will consult with the other party regarding any publicity or external reference to this Memorandum of Understanding.
- 4.4. The Parties do not intend that any agency or partnership relationship be created between them by this Memorandum of Understanding and neither Party may bind the other in any way.
- 4.5. Neither Party may assign or cede any provisions of this Memorandum of Understanding to any other entity without the prior written consent of the other Party.
- 4.6. Amendments to the Memorandum of Understanding shall be mutually agreed upon by exchange of letters between the Parties.

5. Points-of-Contact

Europol and ENFSI appoint the following Points-of-Contact for the realisation of the provisions of this Memorandum of Understanding:

Europol

ENFSI

Mr. Jean-Dominique Nollet

Dr. Üllar Lanno

6. Termination

This Memorandum of Understanding may be terminated, upon one month's written notification, by either of the Parties.

7. Entry into force and signatures

This Memorandum of Understanding shall enter into force on the day of signature by the last Party.

8. Signatures

This document is signed in two original copies in the English language.

Mr. Wil van Gemert
Deputy Director of Europol
Europol

Dr. Üllar Lanno
Chairman
ENFSI

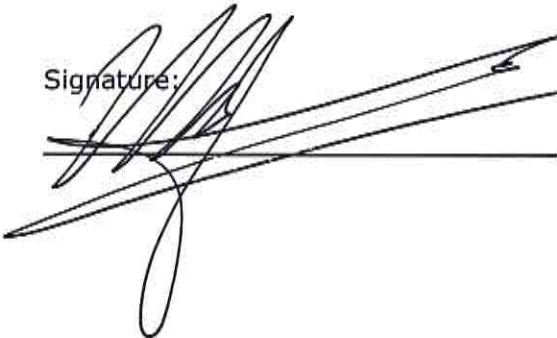
Place and date:

THE HAGUE, 6/3/2015

Place and date:

THE HAGUE, 6/3/2015

Signature:



Signature:

