

The Hague, 25 February 2008

Director

Mr Wim Neuteboom
ENFSI Secretary
Netherlands Forensic Institute
Laan van Ypenburg 6
P.O. Box: 24044
2490 AA The Hague

Memorandum of Understanding concerning the hosting by Europol of the ENFSI Crime Scene Library Website

Dear Mr Neuteboom,

I have the pleasure to enclose the Memorandum of Understanding between Europol and the ENFSI concerning the ENFSI Crime Scene website that was approved by the last ENFSI board.

The ENFSI Crime Scene website will be operational the day after we will have received a signed copy of the Memorandum of Understanding. After 6 months of operation, Europol will assess the business case for continuing to provide the infrastructure and maintenance services necessary to host the application. This assessment will take into account the strategy of our Management Board regarding the provision of services on the internet as well as the evaluation of the actual use of the website.

I am happy that Europol, by providing this new service to the law enforcement and forensic science community, can contribute to the Europe-wide development of good practice in crime scene investigation. I am confident that the ENFSI members will take full advantage of the crime scene website to support this very important objective.

I am looking forward to continuing our cooperation with a constructive approach and fruitful results. May I kindly request you to sign the two copies of this document and to return one of the signed copies to us?

Yours sincerely,



Max-Peter Ratzel

Director

File n^o: 2633-002

MEMORANDUM OF UNDERSTANDING

Concerning the hosting by Europol of the ENFSI Crime Scene Library Website

The Stichting ENFSI Secretariat

on behalf of the European Network of Forensic Science Institutes, represented
for the purposes of this Memorandum of Understanding by Mr. Wim
Neuteboom, Secretary, hereinafter referred to as the ENFSI

and

The European Police Office

represented for the purposes of this Memorandum of Understanding by
Mr. Max-Peter Ratzel, Director, hereinafter referred to as Europol,

hereinafter collectively referred to as the 'Parties', or individually as the 'Party'

Having regard to Article 3, paragraph 1, lit. 1 of the Convention based on
Article K.3 of the Treaty on European Union on the establishment of a
European Police Office (Europol Convention), as amended,

Whereas the fight against serious, organised crime relies ever more heavily on
forensic intelligence and scientific intervention and thus there is a need for the
forensic science process to base itself upon reliable crime scene investigation
methods and procedures;

Whereas the European Network of Forensic Science Institutes is tasked in general with the development of “good practice guidance” in each of its disciplines and the ENFSI Crime Scene Working Group in particular with the development of European-wide standards for crime scene examination and investigation, including the dissemination of these through a web-based library;

Whereas the objective of Europol is to improve the effectiveness and cooperation of the competent authorities in the Member States in preventing and combating serious international crime, among others by facilitating the exchange of information between the Member States including specialist knowledge concerning technical and forensic police methods and investigative procedures;

Whereas the Parties seek to cooperate in facilitating the exchange of forensic science related to crime scene investigation and examination through a web-based library in order to identify and disseminate good practice and to develop European-wide standards in this area and thus to assist the police, forensic and law enforcement agencies in effective crime scene examination and investigation.

Have agreed as follows:

Article 1

Purpose

This Memorandum of Understanding sets out the modalities of cooperation between the ENFSI and Europol concerning the delivery by Europol of a web application to facilitate the sharing of knowledge related to crime scene investigations amongst national law enforcement authorities and members of the forensic science community, referred to as the ENFSI Crime Scene Website.

Article 2

Scope of the cooperation

1. Europol shall provide a duly customized, operational web application, the necessary infrastructure services (including the use of servers, firewalls and network resources), the data providing infrastructure and the application maintenance services necessary to host the ENFSI Crime Scene Website on the internet. Europol reserves the right to decide upon the way the website is hosted in accordance with its strategy for ICT security, communication services and network access. Europol will also provide a one time training for the users of the application.
2. The technical Service Level Conditions that Europol will provide to ENFSI will be guaranteed on a best effort basis.
3. A use policy will be established and agreed between the Parties defining the rules that shall govern the use and the management of the system.

Article 3

Rules on the processing and storage of information

1. The ENFSI Crime Scene Website shall not contain any personal data. The only permitted exception shall be the names and contact details of experts in the field provided they have given their prior consent.
2. No Europol information marked as Europol Basic Protection Level (BPL) or with a Europol classification level shall be processed or stored on the website.

Article 4

Responsibilities

1. Access to and use of the ENFSI Crime Scene Website shall be limited to authenticated users authorized by the ENFSI. The ENFSI shall be responsible for the management of access to the website through the administration, maintenance and monitoring of user credentials and accounts.
2. The ENFSI shall be exclusively responsible for the content of the website. In that regard, the ENFSI shall be responsible for the monitoring of data published on the website, in particular with regard to Article 3 above, and to up-date the information contained therein.
3. Europol shall not be responsible for the information published on the ENFSI Crime Scene Website, in particular with regard to data protection and confidentiality matters, taking into consideration that there will be no Europol information contained on or processed via the website. Europol will provide only the technical means to allow access of the data on the internet to authorized users.
4. Europol shall implement security measures to protect the organisational infrastructure and resources from malicious use of the ENFSI Crime Scene Website and reserves the right to terminate the web services with immediate effect should the integrity and availability of Europol's ICT infrastructure and resources be at risk.

Article 5

Costs


Each Party shall bear the costs incurred in the performance of its respective tasks. There will be no transfer of money between the Parties in connection with this Memorandum of Understanding.

Article 6

Duration

1. Notwithstanding Article 4, paragraph 4 above, this Memorandum of Understanding enters into force on the date of its signature and shall remain in force until terminated by either Party by giving one month written notice to the other.
2. Notwithstanding Article 4, paragraph 4 above, Europol guarantees to host the website for a period of one year after this Memorandum of Understanding has entered into force. After 6 months of operation, Europol will assess the business case for continuing to provide the infrastructure and maintenance services necessary to host the application, taking into account the strategy of its Management Board regarding the provision by Europol of services on the internet and taking into account the evaluation of the actual use of the website.
3. Should Europol, based on this assessment, decide not to host the application further, the ENFSI will have to find an alternative service provider after one year of operation. In this event, Europol will provide all necessary information for a transfer of the application to the new service provider.
4. This Memorandum of Understanding may be amended at any time by mutual agreement between the Parties. Amendments or modifications to this Memorandum of Understanding shall be in writing and signed by the duly authorized representatives of the Parties.

For Europol

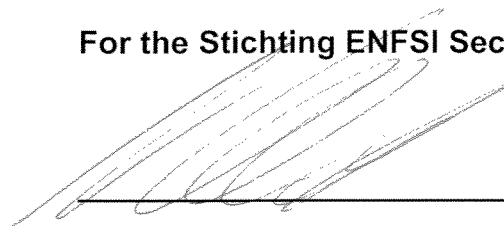


Max-Peter RATZEL, Director

Date and place:

The Hague, 25/02/2008

For the Stichting ENFSI Secretariat



Wim Neuteboom, Secretary

Date and place:

The Hague, 03/03/2008