



# MEMORANDUM OF UNDERSTANDING for the purpose of collaboration between the European Police Office (Europol) and Réseaux IP Européens NCC (RIPE NCC)

# The European Police Office

Represented for the purposes of this Memorandum of Understanding by Mr. Steven Wilson, Head of the European Cybercrime Centre (EC3) at Europol, and hereafter referred to as 'Europol',

and

# Réseaux IP Européens NCC (RIPE NCC)

Represented for the purposes of this Memorandum of Understanding by Axel Pawlik, Managing Director of the RIPE Network Coordination Centre (RIPE NCC), hereafter referred to as 'RIPE NCC',

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 the RIPE NCC.

The establishment of a mutual framework for cooperation will facilitate cooperation between the Parties in areas that fall within the scope as outlined in Point 2, with the aim to improve mutual coordination.

## 2. Scope

- 2.1. The scope of this Memorandum of Understanding is limited to the provision of expertise in the area of cybercrime and Internet security and to the exchange of non-personal information and public data related to those areas. No exchange of personal data shall occur under this MoU.
- **2.2.** This Memorandum of Understanding does not create legally binding obligations, nor does it supersede any legal obligations on either party.

### 3. Activities

Europol and the RIPE NCC, in accordance with their respective mandates, may:

- a) Engage in joint endeavours related to the scope (see Point 2);
- Appoint, upon 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 scope (see Point 2);
- c) Cooperate with each other in the implementation of projects related to the scope (see Point 2);
- d) Exchange statistical data or information on trends relating to cybercrime and Internet security more generally;
- e) Inform each other about the implementation of their respective mandates in the area of cybercrime;
- f) Inform each other of programmes of potential interest in order to identify possibilities for joint activities and mutual contributions;
- g) Conduct consultation meetings upon the initiative of either Europol or the RIPE NCC, with the aim to evaluate the cooperation's progress and opportunities;
- h) Deliver capability and capacity training packages for the benefit of Europol, facilitating more effective use of the RIPE Database and other publicly available resources;
- i) Identify opportunities for collaboration between the RIPE Academic Cooperation Initiative (RACI) and EC3's Academic Advisory Group;

j) Work to enhance Europol's involvement in the RIPE community, particularly through participation in RIPE Working Groups and the RIPE Policy Development Process.

### 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 the RIPE NCC appoint the following Points of Contact for the realisation of the provisions of this Memorandum of Understanding:

Europol	RIPE NCC	
Gregory Mounier	Richard Leaning	
EC3 Outreach	External Relations	

### 6. Termination

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

# 7. Entry into force and signatures

**Steven Wilson** 

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

**Axel Pawlik** 

# 8. Signatures

Signature

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

Europol Head of the EC3			Managing Director RIPE Network Coordination Centre (RIPE NCC)	
Place and date:		Place and date	Place and date:	
The Hague,	14/12/2016	The Hague,	14/12/2016	

Signature: