



Netherlands Forensic Institute
Ministry of Security and Justice

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL CRIMINAL
POLICE ORGANIZATION-INTERPOL**

AND

**THE NETHERLANDS FORENSIC INSTITUTE
OF THE KINGDOM OF THE NETHERLANDS**

Preamble

The International Criminal Police Organization – INTERPOL (hereinafter referred to as “INTERPOL”)

And

The Netherlands Forensic Institute, an agency of the Ministry of Security & Justice of the Kingdom of the Netherlands (hereinafter referred to as “NFI”)

Whereas INTERPOL is an independent intergovernmental organization responsible for ensuring the promotion of the widest possible mutual assistance between all criminal police authorities within the limits of the laws existing in the different countries and in the spirit of the Universal Declaration of Human Rights, and for the establishment and development of all institutions likely to contribute effectively to the prevention and suppression of ordinary law crimes in accordance with its Statute; and

Whereas in accordance with Article 3 of the INTERPOL Constitution, undertaking any intervention or activities of a political, military, religious or racial character is strictly forbidden,

Considering that in accordance with Article 26(e) of INTERPOL’s Constitution, the INTERPOL General Secretariat shall maintain contact with national and international authorities,

Whereas questions relative to the search for criminals shall be dealt with through the National Central Bureaus,

Whereas the NFI is one of world’s leading forensic institutes, promoting forensic scientific research, developing training and education, and providing high-quality forensic products, tools and services to its clients, using state-of-the-art science and technology,

Whereas the Parties have initiated negotiations for the conclusion of a general cooperation agreement between the INTERPOL and NFI regarding assistance by NFI and INTERPOL, notwithstanding additional arrangements with regard to specific activities of mutual interest in the future,

Whereas this general framework agreement shall only enter into force following approval by INTERPOL’s General Assembly,

Whereas the Parties agreed to reach an interim-agreement to establish cooperative relations in a number of areas including forensic science services, products and tools, as well as innovation, training and education to the extent authorized by internal rules and regulations,

Have agreed as follows:

Article 1 PURPOSE

The purpose of this Memorandum of Understanding is to investigate the possibilities for setting up joint activities which could be further developed towards the elaboration of a general co-operation agreement between the Parties and irrespective of subsequent arrangements on specific areas of mutual interest in the future.

Article 2 AREAS OF COOPERATION

1. The Parties will use their best endeavours to investigate the possibilities for setting up joint activities in the following areas:

- a. Operational support

Providing assistance to INTERPOL when offering operational support to member states including but not limited to forensics (including digital forensics) and investigation in relevant crime areas, such as environment/wildlife crime and stolen or lost works of art.

Deployment of Incident Response Teams (IRTs) as well as the exchange of experts where deemed useful by the Parties and subject to specific agreements.

Assisting member states when establishing or developing specialized authorities dealing with forensics, such as national forensic institutes.

- b. Capacity building and training (including e-learning)

The Parties intend to cooperate with a view to enhancing INTERPOL's capacities through the use of NFI products and training activities. The Parties are currently in the process of agreeing, together with the third party owner of the Bonaparte DNA software, which was co-developed by the NFI, on the use thereof by INTERPOL.

The Parties wish to act jointly in the organization of courses, seminars, conferences, common curricula, training activities in selected crime areas, such as forensics, cybercrime, chemical, biological, radiological and nuclear explosives (CBRNE), crime scene management and others.

Training activities may include training of each other staff, in particular INTERPOL staff receiving training by NFI, as well as training to INTERPOL member states.

The Parties wish to discuss and agree on access, as far as this is possible and subject to such arrangements as may be deemed necessary, to all necessary training facilities and equipment within their respective premises.

The Parties wish to support each other in the development of course material and common curricula for training activities.

- c. Collaborative efforts related to the activities of INTERPOL's Global Complex for Innovation (IGCI), including:

The development of forensic capacities with respect to digital forensics, e.g. big data and intelligent data analysis;

Involvement in INTERPOL's forensic education and training activities;

Exploring the feasibility of public-private partnerships for innovation in (digital) forensic solutions as well as sources for external funding.

- d. Exploring ways whereby NFI's services may be made available to the international law enforcement community, subject to the applicable legal framework, notably INTERPOL's rules and regulations.

Article 3

MUTUAL CONSULTATION AND EXCHANGE OF INFORMATION

1. For the purpose of realising their respective objectives, the Parties shall consult each other on matters of mutual interest.
2. The Parties agree to combine their efforts within their respective mandates and regulations to achieve the best use of all available information for the purposes of this agreement.
3. Subject to such arrangements as may be necessary for safeguarding the security, confidentiality and processing conditions of information exchanged between them, the Parties agree to the exchange of information and documents concerning matters of common interest, within the limits of their respective legal frameworks.

Article 4
POINTS OF CONTACT

1. INTERPOL and NFI shall each establish a contact point, whose task shall be to coordinate cooperation between the two Parties.
2. The contact points designated by the Parties shall consult each other on a regular basis, in particular regarding matters falling under Articles 2 and 3 of this Memorandum of Understanding.

Article 5
EXPENSES

1. Unless otherwise jointly decided in writing, each Party will bear its own costs and expenses incurred in connection with the performance of its respective commitments under this agreement.
2. Additional arrangements on specific areas of common interest, will be subject to individual financial provisions whose conditions will be specified by way of mutual written consent.

Article 6
DISPUTE RESOLUTION

The Parties will in good faith resolve by means of negotiations, any dispute, controversy or claim arising out of or relating to this Memorandum of Understanding, or the breach, termination or invalidity thereof.

Article 7
AMENDMENT, ENTRY INTO FORCE AND TERMINATION

1. This Agreement may be amended with the written agreement of the Parties.
2. This Agreement shall enter into force on the first day of the month following signature by the last Party.

3. Either Party may terminate the present Agreement by delivering a written request for termination to the other Party. The termination shall be effective three months after it is delivered to the receiving Party, unless otherwise agreed to by the Parties in writing.
4. The obligations concerning the exchange of information referred to in the present Memorandum of Understanding shall continue to be binding on both Parties after the termination of the present agreement.

In witness whereof, the Secretary General of the International Criminal Police Organization-INTERPOL, and the Acting Chief Executive Officer of the Netherlands Forensics Institute of the Kingdom of the Netherlands have signed the present Agreement in two original copies, in Lyon on the dates appearing under their respective signatures.

**For the International Criminal Police
Organization - INTERPOL**

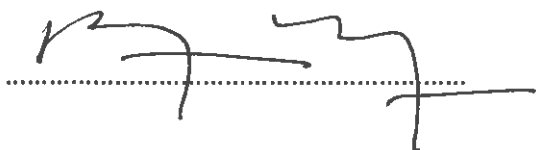
**For the Netherlands Forensic Institute of
the Kingdom of the Netherlands (NFI)**

Ronald K. Noble
Secretary General

Kees Möhring
Acting Chief Executive Officer

on 3 - 04 - 2014 (date)

on 3/04/2014 (date)



Handwritten signature of Ronald K. Noble, Secretary General of INTERPOL, written over a dotted line.



Handwritten signature of Kees Möhring, Acting Chief Executive Officer of the Netherlands Forensic Institute, written over a dotted line.