



Center for Climate Crime Analysis

**MEMORANDUM OF UNDERSTANDING
for the purpose of
collaboration
between the European Union Agency for Law
Enforcement Cooperation (Europol)
and the Center for Climate Crime Analysis**

The European Union Agency for Law Enforcement Cooperation

Represented for the purposes of this Memorandum of Understanding by
Jari Liukku (Head of Department ESOC), and hereafter referred to as 'Europol',

and

The Center for Climate Crime Analysis

Represented for the purposes of this Memorandum of Understanding by Reinhold
Gallmetzer (Chairperson Board of Directors) and hereafter referred to as the 'Center for
Climate Crime Analysis', hereinafter collectively referred to as the 'Parties' or
individually as the 'Party',

Have agreed as follows:

1. Objective

- 1.1. The purpose of this Memorandum of Understanding is to establish a mutual framework for cooperation between the Parties.
- 1.2. The establishment of a mutual framework for cooperation will facilitate the cooperation between the Parties in areas of common interest as referred to in Point 3, with the aim to explore cooperation and possibilities for greater complementarity.

2. Scope

- 2.1. The scope of this Memorandum of Understanding is limited to the provision of expertise in the area of Environmental crime by means of the exchange of non-personal information related to it. This Memorandum of Understanding does not allow for the exchange of personal data.
- 2.2. The exchange of any personal data related to the scope of this agreement is only permitted in accordance with the applicable provisions of the respective

Parties legal frameworks, and this Memorandum of Understanding does not create a legal basis for any such transfer.

- 2.3. This Memorandum of Understanding does not create any legally binding obligations, nor does it supersede any legal obligations on either Party.

3. Activities

3.1. Exchange of knowledge and support

Europol and the Center for Climate Crime Analysis, in accordance with their respective objectives, may:

- a) engage in joint endeavours related to the scope of this Memorandum of Understanding (see Point 2);
- b) appoint upon the invitation from the other, 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) exchange expertise, such as, but not limited to, best practice, statistical data, technical information or trends relating to Environmental crime 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 the Center for Climate Crime Analysis, in accordance with their respective objectives, may:

- a) inform each other about the implementation of their respective objectives in the area of (crime area);
- b) inform each other of 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 the Center for Climate Crime Analysis with the aim of evaluating the cooperation progress and future opportunities.

3.3. Extent of Cooperation

Where the cooperation under this Memorandum of Understanding and during the undertaking of the possibilities provided under this Point, lead to the view that cooperative relations should be formally established and maintained, both Parties shall endeavour to conclude a formal arrangement as foreseen under Article 23(4) of the Europol Regulation.

4. Practicalities

- 4.1. Each Party shall be responsible for its own actions and its own costs associated with this Memorandum of Understanding 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. Sensitivity of information exchanged

- 5.1. Both Parties undertake to limit the availability of the information exchanged only to the extent that a need-to-know exists for those who may have access to the information.
- 5.2. Europol is bound by formal security rules applicable to it and based on public law. Europol is therefore not permitted to provide the Center for Climate

Crime Analysis with any information which is formally classified, i.e. EU Restricted or higher.

- 5.3. Both Parties agree not to disclose the information exchanged to other parties, with the exception of where this is so required and governed by either of the Parties legal frameworks. Notwithstanding these legal frameworks, the Parties agree to first seek the consent of the other Party prior to a disclosure of information to a third party.
- 5.4. The type of cooperation envisaged by this Memorandum of Understanding is distinct from any commercial relationship or transaction. Europol conducts market research and purchases commercial products and services and respects strict legal obligations when procuring. Where information exchanged has the potential to impact any future commercial relationship, tender proceedings, or be of any commercial value as concerns intellectual property etc., separate arrangements shall be made at the time. Under no circumstances shall information be exchanged under this Memorandum which may have any impact on any present or future commercial or otherwise financial relationship between the Parties.

6. Points of contact

Europol and the Center for Climate Crime Analysis appoint the following Points-of-Contact for the realisation of the provisions of this Memorandum of Understanding:

Sergio Tirro

Reinhold Gallmetzer

Europol

Center for Climate Crime Analysis

Sergio.Tirro@europol.europa.eu

info@climatecrimeanalysis.org

7. Termination

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

8. Entry into force and signatures

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

9. Signatures

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

Jari Liukku

(Head of Department ESOCC)

Europol

Place and date:

The Hague, 4 May 2018

Signature:

Handwritten signature of Jari Liukku in black ink, written over a horizontal line.

Reinhold Gallmetzer

(Chairperson, Board of Directors)

Center for Climate Crime Analysis

Place and date:

The Hague, 4 May 2018

Signature:

Handwritten signature of Reinhold Gallmetzer in black ink, written over a horizontal line.