

Memorandum of Cooperation

CZ.NIC, zájmové sdružení právnických osob (an interest group of legal entities)

Registered office at: Milešovská 1136/5, 130 00 Prague 3

Company ID-No.: 67985726

Incorporated in the Register of Associations maintained by the Municipal Court in Prague, File reference: L 58624

Represented by Mgr. Ondřej Filip, MBA, Executive Director

(hereinafter referred to as "CZ.NIC")

and

Czech Republic – Ministry of Interior

Department of Special Activities of the Criminal Police and Investigation Service

Police Presidium, Strojnická 27, 170 89 Prague 7

Company ID-No.: 00007064

Represented by plk. Ing. Roman Vojtíšek, Department Director

(hereinafter referred to as "DSA CPIS")

together hereinafter referred to as the "Parties"

enter into this **Memorandum of Cooperation** (hereinafter referred to as the "Memorandum")

1. INITIAL PROVISIONS

- 1.1. CZ.NIC is the administrator of the Central Register of the Names of second-level domains that are registered in the highest-level domain .cz (ccTLD .cz), and, at the same time, it is the operator of the National CERT under the Act No. 181/2014 Coll., on cyber security and on the amendment to related acts (Act on Cyber Security – hereinafter referred to as "ACS"). Besides others, the association of CZ.NIC actively supports new technologies and projects beneficial to the internet infrastructure in the Czech Republic too and is involved in a number of educational and learning activities; it disposes of extensive professional experience in the area of cyber security and ensuring the proper functioning and security of computer systems and networks, including research and development activities, the development of hardware and software.
- 1.2. DSA CPIS is a department of the Police of the Czech Republic that, in compliance with the applicable provisions of the Penal Code, Act on the Police of the Czech Republic and other legal regulations, undertakes wiretapping and recording telecommunication traffic, the pursuit of people and objects and other specialized actions in favor of authorized security entities and it is the only department of the Police of the Czech Republic that is authorized to perform these actions within the entire territory of the Czech Republic. DSA CPIS is a guarantor, on behalf of the Police of the Czech Republic, that the obligations resulting from the Act No. 127/2005 Coll., on electronic communication, and executing notices on that act, are met (besides others, securing operating and localization data and other data significant for penal proceedings).
- 1.3. Considering the fact that both the Parties are aware of continuously increasing significance of information technologies in the present society and they are interested in cooperating in areas significant for securing data and information for the purpose of preventing, tracing and detecting criminal activities, prosecuting crimes, executing punishments and protection measures, securing the safety of the Czech Republic or ensuring public order and internal security,

including searching for people and objects, they decided to regulate their future cooperation through this Memorandum.

2. SUBJECT MATTER, SCOPE AND OBJECTIVE OF THE MEMORANDUM

- 2.1. The subject matter of this Memorandum is the obligation of the Parties to cooperate mutually in compliance with the purposes listed in Art. 1.3 hereof.
- 2.2. Considering the fact that CZ.NIC is obliged to provide the law enforcement and criminal justice authorities, in compliance with legal regulations, with information concerning the names of domains or to proceed in compliance with the decisions of law enforcement and criminal justice authorities, if applicable, and, considering the quantity of such authorities, variability and frequency of their requests and the quality of materials available, the Parties agreed to try to create a system of mutual communication that would result in decreasing the administrative burden of CZ.NIC and reducing the quantity of non-relevant questions or instructions with which CZ.NIC cannot objectively comply, for instance, by creating standards for the questions of law enforcement and criminal justice authorities or the consolidation of the extent of requested data or the creation of a single or main contact point that would communicate with CZ.NIC in these issues instead of the individual law enforcement and criminal justice authorities, if applicable.
- 2.3. Considering the fact that the obligations imposed to CZ.NIC or other entities by legal regulations as a part of criminal proceedings can consist also in restricting the treating and using of the name of a domain, the Parties agreed to try to create a system of which part it will be possible to administer such names of domains by the Contracting Parties efficiently, including the settlement of applicable registration fees.
- 2.4. In addition, the Parties agree to cooperate in educational, consulting, advisory, analytical, strategic and scientific research activities aiming at the above objective of their cooperation.
- 2.5. Specific conditions to implement cooperation that do not follow from this Memorandum can be subject to related contracting relationships.
- 2.6. In order to avoid doubts, the Parties explicitly state that CZ.NIC, for the purposes of the performance of this Memorandum, disposes of data, including personal data, in the extent defined in the Rules for the registration of the names of domains in ccTLD .cz or the Principles of processing personal data or other related documents, if applicable. The current wording of these documents is at disposal at the website of CZ.NIC.

3. CONTACT POINTS AND PEOPLE

- 3.1. The contact points for the issues related to the performance of the Memorandum and negotiation of its amendments, if any, are as follows:
 - 3.1.1. On behalf of DSA CPIS:
 - Contact address:
 - Contact person:
 - 3.1.2. On behalf of CZ.NIC:
 - Contact address: see the registered office of the association
 - Contact person: Operating Director

- 3.2. The Parties shall deliver the names of the contact people and current contact data (phone number, e-mail) mutually without an undue delay after the Memorandum has been entered into.
- 3.3. The Parties shall notify of a change to the contact people or contact data in writing without undue delay and, at the same time, they shall deliver new data.

4. PROTECTION OF CONFIDENTIAL INFORMATION

- 4.1. The Parties are aware that they can, as a part of the performance hereunder, mutually provide information, intentionally or even by omission, that will be regarded as confidential (hereinafter referred to as "**confidential information**") or that their employees or third parties participating in the performance hereof can obtain access to the other Party's confidential information by a deliberate activity of the other Party or by its omission. Restricted information under the Act No. 412/2005 Coll., on the protection of restricted information and on security qualification is not confidential information whereas the treatment of the restricted information is governed by that act.
- 4.2. Unless the Parties agree explicitly otherwise, any and all information that the Parties provide in relation to the subject matter of the performance hereof as well as information that is or could be a part of the business secret, personal data and other information of which disclosure by the receiving party could cause harm to the transferring party is regarded as confidential information for the purposes hereof regardless the form of their recording.
- 4.3. The Parties acknowledge that information provided by CZ.NIC as a part of the provision of cooperation to law enforcement and criminal justice authorities is regarded as confidential and that this information can be used only for the legal purpose for which it was obtained.
- 4.4. Information that (i) became known to the public without it being caused intentionally or by an omission of the receiving party; (ii) the receiving party would have rightfully at disposal prior to the conclusion hereof if such information was not a subject matter of another contract to protect information entered into by the Parties before; (iii) is the result of a procedure when the receiving party obtains it independently and is able to prove it with its records or confidential information of a third party; (iv) is provided to the receiving party by a third party that has not received such information directly or indirectly from the Party that is its owner after the signing hereof shall not be regarded as confidential.
- 4.5. If the Parties provide, in compliance herewith, confidential information of the other Party to its employees or third parties that participate in the performance of the subject matter hereunder, they can do so only to the extent required to perform the subject matter hereunder, however, they are obliged to ensure that the people to which such confidential information is provided are subject to the obligation to protect it at least to the extent determined herein.
- 4.6. The termination of the effect hereof for any reason is without prejudice to the provision of this Article.
- 4.7. The provision on the protection of confidential information does not hinder CZ.NIC to disclose statistic information concerning, including but not limited to, the extent of the required cooperation.

5. DURATION AND TERMINATION OF THE MEMORANDUM

- 5.1. This Memorandum shall enter into force and effect as of the day of its signing by the Parties. In case that the Memorandum is not signed by the Parties on a single day, the Memorandum shall enter into force and effect as of the day when the Memorandum is signed by the last party.
- 5.2. This Memorandum is agreed for an indefinite period of time.
- 5.3. Any of the Parties is entitled to terminate this Memorandum without stating a reason with the notice of termination of one (1) month that starts as of the first day of the month following the delivery of a notice of termination in writing to the other party.

6. FINAL PROVISIONS

- 6.1. Both the Parties explicitly agree that either of them will bear its own costs related to the activity hereunder, unless it is agreed in case of a follow-up contracting relationship otherwise, if applicable.
- 6.2. Either of the Parties has no obligation hereunder or in relation herewith, except for Art. 4 hereof, towards the other Party until the Parties enter into follow-up contracts, if any, or if such obligation does not follow from legal regulations, if applicable.
- 6.3. This Memorandum constitutes only a declaration of intention and does not create any binding obligations for either of the Parties to enter in to any contract in future or to negotiate on the conclusion of any contract in future. Cooperation between the Parties hereunder is not exclusive, neither of the Parties is entitled to act on behalf of the other Party or in the representation thereof and is not entitled to act so that it makes impression to third parties that it acts in representation or on behalf of the other Party.
- 6.4. This Memorandum can be amended or supplemented only in the form of written amendments numbered in ascending order signed by the authorized representatives of the Parties.
- 6.5. This Memorandum was made in two copies, either of the Parties receiving one copy.
- 6.6. The Parties explicitly agree that the text of the Memorandum can be published by either of them.

In Prague on __. __. 2019

In Prague, on __. __. 2019

CZ.NIC, z. s. p. o.
Mgr. Ondřej Filip, MBA
Executive Director

Czech Republic – Ministry of Interior
Department of Special Activities of
the Criminal Police and Investigation Service
plk. Ing. Roman Vojtíšek
Department Director