

**MEMORANDUM OF UNDERSTANDING  
Between**

**THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY  
U.S. Department of Commerce**

**AND**

**THE NETHERLANDS FORENSIC INSTITUTE  
Of the Kingdom of the Netherlands**

This Memorandum of Understanding (MOU) establishes an agreement between the National Institute of Standards and Technology ("NIST"), U.S. Department of Commerce (DOC), and the Netherlands Forensic Institute, an agency of the Ministry of Justice of the Kingdom of the Netherlands ("NFI"), (hereinafter referred to as the "Sides").

Recognizing that

NIST, formerly the National Bureau of Standards, was established by Congress in 1901 to support industry, commerce, scientific institutions, and all branches of government. As a non-regulatory agency of the U.S. Commerce Department, NIST's mission is to promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology in ways that enhance economic security and improve our quality of life.

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

Considering that in recent discussions between NIST and NFI it became apparent that in a number of areas concerning forensic science, research and development, quality and standards, harmonization, as well as in training and education items of mutual interest have been identified ("The Project");

NIST and NFI have reached the wish to enter into a MOU between the Sides and have reached the following understanding:

**1. Intention / Objective**

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

- 1) Collaboration in the area of research and development,
- 2) Collaboration on development of forensic standards

- 3) Collaboration on education and training
- 4) Collaboration in the area of forensic governance

This MOU is not intended to establish any legally binding obligation to disclose confidential information or to enter into any subsequent agreement on the subject matter of the Project. Nothing in this Agreement shall be construed as granting, directly or indirectly, any intellectual property rights in the confidential information of a Side. This MOU is a statement of intent of the Sides to collaborate as outlined and is not a legally binding document. No legal rights or obligations are created by this MOU.

## **2. Term and Termination**

- 1) This MOU will come into effect on the date of the signature of the last of the Sides to sign this MOU (the "Start Date"). In the event the Sides fail to finalise a decision on the subject matter of the Project within 24 months after the Start Date, or as otherwise mutually extended, this MOU will be terminated.
- 2) Either Side may terminate this MOU at any time upon 30 days' prior written notice to the other Side, with or without cause, and without liability of any kind to the other Side.
- 3) Upon termination of this MOU, each Side will return all property (e.g. content, technology, software, documentation, etc.) owned by the other Side or provided by a Side and to which a third side is entitled.
- 4) Notwithstanding the termination of this MOU, the provisions of paragraph 6 regarding confidentiality and data protection will continue to apply.

## **3. Expenses**

Unless otherwise jointly decided in writing, each Side will bear its own costs and expenses incurred in connection with the performance of its respective commitments under this MOU. Activities are subject to the availability of funds and other necessary resources to the Sides.

## **4. Right to Use Name / Public Announcements**

Neither Side may use the name of the other Side as a reference in negotiations with third sides, or in press releases or other public notifications, except with the prior written consent of the other Side or to the extent required by applicable law.

## **5. Non-exclusivity**

This MOU is non-exclusive and the Sides will be free to enter into arrangements with other sides covering cooperation on the same subject matter as falling within the scope of this MOU.

**6. Data Protection**

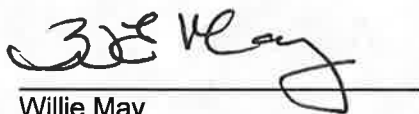
- 1) The Sides do not intend to exchange confidential information under this MOU. If the Sides wish to exchange confidential information, a separate binding non-disclosure agreement between the parties will be executed.

**7. Dispute Resolution**

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

Signed in duplicate in Gaithersburg, Maryland, U.S.A., on November 29, 2012, in the English language.

**FOR THE NATIONAL INSTITUTE OF STANDARDS  
AND TECHNOLOGY OF THE UNITED STATES OF  
AMERICA**



Willie May  
Associate Director for Laboratory Programs

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



Dr. Tjark B.P.M. Tjin-a-Tsoi  
Chief Executive Officer