



**Funded by
the European Union**

Use of ECTEG Course Material

This document covers the use of Training Materials managed by the European Cybercrime Training and Education Group, ECTEG, International Non-Profit Association registered in Belgium as “Association Internationale Sans But Lucratif” under number BE.0672.385.489.

Once approved and signed by both parties, this document takes effect as an Agreement for use of specified ECTEG materials for specified organised training activities

Organisation

Country

Category

Course(s) title(s)

ECTEG reference number:
(provided by ECTEG when application is granted)

Article 1 Terms used in this Agreement

"Law Enforcement Agency"

refers to a Law Enforcement Agency, or "LEA", which must be a recognised law enforcement agency authorised by national law in a European Union Member State or member of Schengen or the European Economic Area); or recognised by Interpol as a law enforcement agency of a member country of Interpol, or with a supporting letter from an ECTEG LE member.

"Academic member"

refers to an academic organisation that is an ECTEG member working with law enforcement to deliver materials on a non-commercial LE-only basis, with a supporting letter from a LEA who will select the attendees to the organised training session(s).

"Academic partner"

Refers to an academic organisation that is **NOT** an ECTEG member, working with law enforcement to deliver materials on a non-commercial LE-only basis, with a supporting letter from the beneficiary LEA.

"International organisation member or EU-security related"

Refers to an international organisation that is an ECTEG member or has an EU security mandate or relation and delivers ECTEG materials on a non-commercial "LE-only basis. This includes OSCE, UNODC, Council of Europe, CEPOL, Europol, OLAF, Eurojust, European Defense Agency, Frontex, Interpol.

"International organisation partner"

refers to an international organisation that is **NOT** an ECTEG member, working with law enforcement to deliver ECTEG materials on a non-commercial LE-only basis, with a supporting letter from the beneficiary LEA.

"Intellectual Property Rights", "IP Rights"

are copyright, patents, trademarks, trade names, get-ups and logos, service marks, business names (including INTERNET domain names), design rights, database rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions) and all other intellectual property or similar property rights of whatever nature (whether registered or not and including applications to register or rights to apply to registration), which may now or in the future subsist anywhere in the world.

"Background IP"

are background intellectual property rights which include intellectual property already owned by one or multiple members of ECTEG on the date of transfer of the Training Material.

"Not for Profit" and "Non-Profit"

is where no commercial profit is gained by the provider of the Training Materials except those costs necessitated by the delivery of the Training Materials. See 2.4 for examples of typical expenses necessitated.

"Recipient" and "Applicant"

refers to the individual, or agency, representing the Law Enforcement Agency or ECTEG Academic Partner, recipient of Training Materials from ECTEG, and who applies for ECTEG Training Materials by filling in this document.

"Training delivery body"

refers to the individual, or agency in charge, that will organise and deliver training based on ECTEG materials.

"Trainer"

refers to the individual in charge who will deliver, fully or partly, alone or as part of a team, the training based on ECTEG materials.

"Training activities"

refers to the activity of training, organised by the recipient, in a specified location, within a specified period.

"ECTEG logo", "Material developer logo"

refers to all figurative marks, logos or text from ECTEG or any other organisation that contributed to material development on original ECTEG training materials.

"EU Commission logo", "European Commission Logo"

refers to all figurative marks, logos, or text "Funded by the European Union" included on original ECTEG materials.

"Training Material", "Training Materials", "ECTEG materials"

covers trainer manuals, student manuals, trainer presentations, files and tools used for exercises, criminal evidence mocks, virtual machines and all associated files or documents included and delivered within an ECTEG course package, specifically identified by title during the application process.

"Parties"

includes, but is not limited to, LEAs, Academic Members, Academic Partners, International Organisation Members, International Organisation Partners, Recipients, Applicants, Training Delivery Bodies, Students and Trainers.

Article 2 Use of the ECTEG materials for training activities

- 2.1 This Agreement is valid for the organisation of one or several ECTEG course module(s), which will include one or multiple training activities, within the agreed specified period.
- 2.2 The Recipient can deliver the training themselves, or delegate delivery of the training, fully or partially, to specified ECTEG approved bodies named in this application by the Recipient and approved by ECTEG. The Recipient will also be responsible for ensuring that any recommendations from the course training manual regarding classroom installation and configuration, network configuration, computers settings are applied. They will also guarantee that the advised number of trainers is provided and that trainers are competent to cover topics in the ECTEG module(s) being taught.
- 2.3 Provided Training Materials shall be used exclusively for the purposes of training law enforcement personnel in forensic computing and cybercrime investigations as described hereinafter in this Agreement.
- 2.4 Training of law enforcement personnel facilitated by the release of the ECTEG Training Materials shall be delivered on a "non-profit basis", where no commercial profit is gained by the provider of the ECTEG Training Materials, except for covering expenses necessitated by the delivery of the ECTEG Training Materials. Typical expenses include room rental, equipment rental, production of course materials, the production/supply of student resources, fees payable to trainers for the course delivery, expenses necessarily incurred by trainers in attending courses, approved fees and expenses incurred by students in attending courses.
- 2.5 Access to ECTEG Training Materials, including for trainers, translators, interpreters and course designers, is restricted to members of law enforcement or third persons who are listed at page 9 after the signature of a Non-Disclosure Agreement (NDA).
- 2.6 In the case of access to ECTEG Training Materials by persons who are not members of Law Enforcement, they must first be approved by the law enforcement agency in charge of the training activity. The law enforcement agency must communicate this approval to ECTEG directly with details of the non-law enforcement personnel. When this approval is requested to ECTEG, the ECTEG agreement shall be provided within two weeks.
- 2.7 The Recipient will provide to ECTEG project coordinator, at least two weeks before the first training activity commences, the dates and places (when and where) training activities will take place. If modifications or changes are made, the recipient must also inform the ECTEG Board as soon as possible.
- 2.8 In the case where the person (hereinafter named the '**contact person**') is not able to guarantee any aspect of this Agreement, the Recipient will inform the ECTEG Board immediately and name a new contact person in their place as soon as possible, and before the start of any scheduled training activity.
- 2.9 All ECTEG course development and EU Commission logos, branding and copyright statements on all ECTEG Training Materials provided, including when translated, will be maintained and if necessary modified, but cannot be removed under any circumstance.
- 2.10 When the Recipient or Training Delivery Body needs to modify or translate ECTEG Training Materials, they guarantee to follow ECTEG course development standards. These standards can be obtained by sending a request to contact@ecteg.eu and found in: <https://www.ecteg.eu/course-standards/>

Any breach of these conditions will result in the immediate revocation of the license to use ECTEG Training Materials, and will render the recipient liable to immediately return all ECTEG Training Materials provided to ECTEG.

Article 3 Intellectual Property Rights

Regarding Intellectual Property Rights, the Parties agree as follows:

- 3.1 ECTEG Training Materials IP Rights and background IP Rights are jointly owned by ECTEG the ECTEG members responsible for the development of the material. All ECTEG members agree to distribute their Training Materials developed within ECTEG per ECTEG distribution rules.
- 3.2 IP Rights of open-source software tools and documents included in ECTEG course packages remain fully owned by the original owners.
- 3.3 If ECTEG material is modified, ECTEG and the original background IP owners will keep all background rights, except for those parts of the modified training developed exclusively without using ECTEG material.
- 3.4 If ECTEG material is translated and then modified to adapt to local laws in a specific country or territory, the entities involved in translating the material will acquire IP rights on the newly translated and modified version. However, ECTEG and the original background IP owners will keep all background rights on the original version.

Article 4 Non-Disclosure Agreement (NDA)

- 4.1 Parties agree that Training Materials' content shall be treated as proprietary and confidential and may be used and/or disclosed only per the provisions of this Agreement. ECTEG IP Rights and all Background IP rights Holders and the Recipient Parties apply strict confidentiality regarding all content and information relating to ECTEG Training Materials.
- 4.2 Before getting access to ECTEG Training Materials, all individual trainers and additional training partners or approved personnel who are not from Law Enforcement must sign the NDA signature page in this document, including the recipient contact person responsible for the training.
- 4.3 ECTEG will record all NDAs and Training Materials sent to each applicant for administrative purposes, and all details will be provided to the background IP rights holder(s).
- 4.4 Recipients shall treat the ECTEG Training Materials they receive (or any part thereof) as confidential and are not entitled to distribute further, sell, license, sublicense, rent, lease and/or otherwise use them for commercial or non-profit purposes.
- 4.5 In exception to the previous article, ECTEG Training Materials may be provided to an approved training delivery body, if any, and all trainers will be entitled to use it exclusively for the training activities hereinafter described.
- 4.6 All trainer resource packs delivered as part of ECTEG Training Material to Recipients must not be given or passed to any other person, including students on the course(s). If a trainer who has been granted access to the training receives a request for their trainer pack from a student or person who is not directly entitled to the material by ECTEG, the trainer has no authority to pass the trainer resources or pack to this person.
- 4.7 Any recipient of ECTEG Training Materials who receives a request for the release or use of the ECTEG Training Materials should refer this request to the attention of ECTEG.
- 4.8 ECTEG may include hidden authentication or other information in the materials to enforce non-disclosure conditions.
- 4.8 In the event of a security breach or unauthorised access to ECTEG Training Materials, the Recipient must immediately inform the Board of ECTEG and, if involved, the LEA that provided the supporting letter for their request. All hard copy printed material and electronic documentation needed for security breach investigation must be immediately provided to the ECTEG or LEA investigating unit upon request.

Any breach of these conditions will result in the immediate revocation of the licence provided to use the ECTEG Training Materials and render the Recipient liable to immediately return all provided training materials. The ECTEG Board may initiate a legal case and take any counter-measures to protect IP rights, background IP rights and ECTEG members' interests.

Article 5 Course Evaluation Report

5.1 The Recipient agrees to conduct an evaluation of the training course delivered and supply a course evaluation report to the Board of ECTEG. ECTEG will use this information in the course upgrade process and the gathering of statistical information as required by the European Commission.

5.2 The Course Evaluation report will include:

Reference number (this number will be provided with the materials).

- Course title.
- Date/s and location/s of delivery.
- The number of trainees taking part in the training activity with indication of the gender (M/F/non-binary)
- The names and contact details of the trainers (including telephone and email addresses), who agree to be identified and included in ECTEG trainers' database.
- A comprehensive overview of trainers' and students' comments on ECTEG course material and any detailed observations on deficiencies therein.

5.3 If the training activities in the Course Evaluation Report differ from what was originally planned, including a change of location, the report must include a brief explanation as to why these changes took place.

5.4 To facilitate reporting, to be submitted within a month of completing the last training activity, several training activities may be consolidated in one report, with a clear identification of each course title. Any issues identified relating to specific training activities need to be documented in the course evaluation report.

5.5 ECTEG may require that all course attendees fill an online anonymous survey. In that case a dedicated link will be provided.

Article 6 Application process

6.1 First, the Recipient must send this Agreement form (completed and signed) by e-mail to contact@ecteg.eu.

6.1 The application will be approved (or refused) within two weeks of receipt of this Agreement form, on a case per case basis.

6.2 Applications for access to ECTEG materials by ECTEG academic or international partners or LEA from outside European Union and EEA area (as described in Art 1) must be accompanied by a letter of approval from a LEA ECTEG member .

6.3 The ECTEG Board will reserve the right to refuse the distribution of ECTEG Training Materials for any stated reason.

6.4 ECTEG reserves the right to rescind access to ECTEG Training Materials at any time.

6.5 Once approved by both parties, this application form takes effect as an official Agreement.

6.6 Once approved, ECTEG will deliver access to the specified ECTEG Training Material within 2 weeks.

Article 7 Entry into force, duration and termination

7.1 This Agreement shall enter into force on the date of its signature by the parties.

7.2 Parties may elect to terminate this Agreement at any time by mutual consent. Upon termination of the Agreement by mutual consent, the Recipient commits to return to ECTEG all provided Training Materials, including if applicable, all upgrades.

7.3 Either ECTEG or the Recipient are entitled to unilaterally terminate the Agreement by providing no less than three months written notice before the desired termination date. In the event of termination by unilateral action, the Recipient commits to return to ECTEG all ECTEG Training Materials provided and if applicable, all upgrades.

Article 8 Liability of the Parties and warranties

8.1 The recipient party acknowledges that ECTEG shall not be liable for any direct, indirect, consequential, special, or other damages suffered by the Recipient Party or any others resulting from the transfer and/or use of ECTEG materials.

8.2 ECTEG shall not be liable for damage sustained by the Recipient Party in the performance of the Agreement. To the best knowledge and belief of ECTEG, provided Training Materials are original, legal, decent and truthful, comply with laws and regulations, do not infringe the Intellectual Property rights of any third party, and are not defamatory, unreliable or misleading. However, ECTEG offers no guarantee for the accuracy, completeness or timeliness of the information contained therein.

8.3 No Party shall be held liable for failure to perform its obligations under this Agreement if it can prove that the partial or full non-performance was due to an impediment beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the Agreement, or at any time subsequently, or to have avoided or overcome it or its consequences. Each Party will notify any such force majeure as soon as possible. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period as is necessary due to the force majeure event.

8.4 The Recipient is solely responsible for the implementation, enforcement and control of conditions in this Agreement. In cases where the Recipient uses another training body, trainers, course managers, translators, interpreters, course managers or any other person involved in Training Material delivery, update, or modification, the Recipient will inform them of the conditions and take any measure to control their application.

8.5 The Non-Disclosure Agreement will place both organisational and personal restrictions on the use of the ECTEG Training Materials. The NDA may require local law enforcement to carry out checks on the members of academia who have access to the ECTEG Training Materials.

Article 9 Governing law and dispute resolution

9.1 All Parties shall make every effort to settle amicably any dispute, question or difference which may arise between them related to this Agreement. Pending the resolution of any dispute pursuant to this Article, the Parties agree that performance of their responsibilities shall be maintained by each diligently.

9.2 If at any time questions, disputes or differences arise between the Parties concerning or about this Agreement (including requests from any ECTEG member who contributed to provided material development and who is a background IP rights owner), the Parties will endeavour to resolve it by process of consultation, consensus, and application of common sense.

The purpose of the consultation shall be to review and agree, as far as is practicable, the action taken to solve the problem that has arisen. The Parties shall negotiate with each other in good faith to that end. Each Party shall respond to a request for amicable settlement within 15 working days of such a request.

The period to reach an amicable settlement shall be 30 working days from the date of the request. An extension in this period can be agreed between the parties. If, however, a resolution cannot be achieved, the Parties shall seek to prepare an agreed frame of reference for submission of the dispute to arbitration.

9.3 Upon agreement of a frame of reference, the parties will refer the dispute to an Arbitration Board composed of two arbitrators, each selected by one of the parties, and of a presiding arbitrator, appointed by the other two arbitrators.

9.4 Alternatively, the parties may submit the dispute for decision to a single arbitrator they selected by common agreement.

9.5 Each Party shall meet their costs unless the arbiter finds that one Party (or Parties) has/have acted manifestly unreasonably and should bear all or part of the cost of the other Party or Parties.

9.6 The arbitral decision shall be binding upon the parties, and there shall be no appeal.

9.7 This Agreement is governed by and shall be construed under the laws of Belgium.

Application Details:

If materials will be translated, specify in what language(s):

In case of the Recipient delegating training delivery to another organisation, please specify which organisation:

Brief description of the target audience profile (skills, role, LEA bodies, countries):

Comments:

Training activities

Period when training activities will be organised from : _____ to _____
(may not exceed 24 months and must start within the 12 months of application submission)

Number of sessions planned to be organised in this period:

Contact person

Name and Surname:

Function:

Business e-mail:

Phone number:

Address
(street, city, country):

Contact person (completing and signing the first row on last page NDA table)

In the application of article 2.8 if the contact person is not able to guarantee the respect of this Agreement, the recipient will inform the ECTEG Board immediately and name a new contact person as soon as possible, and before the start of any scheduled training activity. An updated version of this page must then be sent as an appendix to this Agreement.

Signature of the parties

Signature for the Recipient:

This document needs to be signed by the person who has the **authority or the delegated power of attorney** for the applicant organisation

"I acknowledge to guarantee the use of ECTEG materials following the specified conditions in this Agreement."

Signature:

date:

Name:

Position:

Place:

If you are applying for materials as an ECTEG Academic member, partner or International Organisation partner, please ensure you have attached a letter of support from a LEA partner or LEA ECTEG member, in accordance with the ECTEG rules.

Attached LEA Letter of support from:

Signature for ECTEG, after approval of the application by ECTEG Board:

Name:

Position in the organisation:

Place:

Date:

Non-Disclosure Agreement approval form

In application of Article 4, the Recipient contact person responsible for the training delivery body (if any), trainers and individuals who are not from Law Enforcement are required to sign this form before getting access to ECTEG Training Materials. By signing, they acknowledge they are notified and agree with Article 3 and Article 4, not to disseminate, copy, transmit, publish, or use ECTEG Training Materials or supporting materials (including soft copy electronic ECTEG Training Materials, or ECTEG materials here described) except for student materials that can be delivered to students attending the training activities as outlined in this Agreement.

	Lastname	First Name	Organisation	date	signature
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