



FRAMEWORK COLLABORATION AGREEMENT BETWEEN THE CENTER FOR CYBERCRIME INVESTIGATION AND CYBERSECURITY AND THE PUBLIC PROSECUTOR'S OFFICE OF THE AUTONOMOUS CITY OF BUENOS AIRES

Between the MINISTERIO PÚBLICO FISCAL DE LA CIUDAD AUTÓNOMA DE BUENOS AIRES, hereinafter called "THE MINISTERIO PÚBLICO FISCAL", with domicile at Av. Paseo Colón N° 1333, 12th floor of the City of Buenos Aires, represented by its head, Dr. Juan Bautista MAHÍQUES, on the one hand, and the CENTER FOR CYBERCRIME INVESTIGATION AND CYBERSECURITY, on the other hand, hereinafter called "Center for CIC", with domicile at 46th, Warren Ave, Milton, MA 02186, Boston, United States of America, represented in this act by its President, Dr. Kyung-shick CHOI, jointly, called "THE PARTIES", agree to enter into this framework agreement;

WHEREAS:

The Argentine Republic has acceded to the Convention on Cybercrime adopted by the Council of Europe in the city of Budapest on 23 November 2001, which has been in force in Argentina since 1 October 2018. This instrument was the first international treaty and of greatest acceptance by the community of nations, aimed at combating crimes committed through the Internet and other computer networks, and addresses particularly those committed in violation of copyright, computer fraud, child pornography, and network security violations.

That, through this Convention, the States Parties committed themselves to intensify international cooperation in a strengthened, rapid and effective manner in criminal matters and to implement, as a matter of priority, a common criminal policy to protect society against cybercrime. In this context, the accession by the Argentine Republic constituted a fundamental milestone for the improvement of the criminal system, both in the prosecution of computer-related crime and in the investigation of any crime for which evidence in digital format is required, and places the country in a system of specialized cooperation.

That, in this line, the PUBLIC PROSECUTOR'S OFFICE has constituted the fight against cyber-crime as one of the fundamental institutional axes of its criminal policy due to the particularly harmful character that illegal actions committed through digital media have on public security and on the individual rights of the affected people.



That, in this regard, the Office of the Attorney General of the Public Prosecutor's Office has strengthened its policy of specialization in the area of computer-related crimes and contraventions and has signed several collaboration agreements with State, public and private agencies in order to address the investigation of such crimes in a comprehensive manner, bearing in mind that training is a fundamental link in addressing their investigation and prosecution.

That, given the profound changes brought about by digitalization, the convergence of computer and information technologies, and the ongoing globalization of computer networks, it is necessary to make every effort to ensure that the justice administration service continues to provide adequate responses to society's demands.

That, in order to continue with this policy, the PUBLIC PROSECUTOR'S OFFICE requires, for a better and more efficient performance of its functions, missions, and objectives, the collaboration, cooperation and interaction with various public and private organizations, both national and international, to provide it with tools that better enable it to carry out the missions entrusted to it constitutionally and legally.

That, in this sense, the Center for CIC is a center of education, high-level research, and development of tools for the approach and cybercrime investigation and specialized training with a seat in the United States of America.

That, along these lines, the Center for CIC offers a variety of internationally recognized study programs in the field of cybercrime investigation whose axes are applied and theoretical research on cybercrime; development, validation, and maintenance of software tools for use in cybercrime investigation, among others.

That, due to the constant evolution of technology and the permanent mutation of criminal maneuvers in networks, it is essential for the PARTIES to cooperate in developing continuous training for all operators in the justice system and other state actors.

APPROVING the importance of coordinating the efforts of the PARTIES with the intention of developing institutional collaboration activities for mutual benefit, AGREE to enter into this agreement, subject to the following clauses:

CLAUSE ONE – PURPOSE: The purpose of this framework agreement is to establish links of collaboration, cooperation, and mutual assistance between the PARTIES, as well as training activities, courses, classes, training, technical advice, and other activities of common



interest for the development of both institutions. This, for better fulfillment of their respective functions, missions, and objectives, and in pursuit of providing an effective and efficient service to the community.

CLAUSE TWO – SPECIFIC AGREEMENTS: The activities to which this document gives rise shall be implemented in specific agreements, which shall determine the objectives, the activities to be carried out, the work schedule, deadlines, and resources required for their implementation, as well as the responsibilities of each of the PARTIES.

They shall also define the details of execution, financing, and any other element necessary for the fulfillment of the proposed objectives. The corresponding legal protections must also be specified, as well as the ownership of the eventual results of the constitution of the intellectual property, and everything that THE PARTIES consider necessary.

CLAUSE THREE – REPRESENTATION: In order to program, guide and coordinate the activities derived from the object of this agreement and of the future complementary acts that may be signed, THE PARTIES agree to designate expert representatives in connection with Technology, Science and Law, who will act as inter-institutional links and operational coordinators in the specific field of their competencies. In this regard, the Center for CIC appoints Mr. Luciano Monchiero as a consultant member and representative for Argentina of said organization, and the MINISTRY OF PUBLIC FISCAL appoints Ms. Maria Sol Purita, Chief of the International Affairs Office, as a representative and liaison person. Likewise, THE PARTIES reserve the right to substitute each one of the respective areas and/or representatives, after giving reliable notice to the other.

CLAUSE FOUR – INDIVIDUALITY AND AUTONOMY OF THE PARTIES: The signing of this framework agreement does not imply any other link than the one assumed between the PARTIES as rights and obligations included in the present. In all circumstances or events related to this agreement, THE PARTIES will maintain the individuality and autonomy of their respective technical and administrative structures and will, therefore, assume the consequent responsibilities. THE PARTIES declare and acknowledge that the persons they nominate for the execution of the tasks derived from the conclusion of the present agreement shall not have any employment or dependency relationship with the counterpart.



CLAUSE FIVE – MODIFICATIONS TO THE AGREEMENT: THE PARTIES may modify the terms and conditions of this cooperation agreement, solely and exclusively by mutual agreement and in writing, signing the corresponding addenda.

CLAUSE SIX – ADVERTISING: In this act, THE PARTIES agree that they may publicize this agreement through their respective web pages and/or social networks. The publicity and diffusion of this agreement and the actions undertaken to fulfill its objectives, as well as the use of the name, symbols, and characteristics of the publicity and brochures that bear the name of THE PARTIES, must be previously agreed upon by them.

CLAUSE SEVEN – INTELLECTUAL PROPERTY: The provisions related to the intellectual property, protection, and exploitation of any work, discovery, invention, and/or result generated by virtue of the present, shall be detailed in each specific agreement. The publications shall record the participation of THE PARTIES and shall state that they originate from this Agreement.

CLAUSE EIGHT – USE OF NAME: Neither Party may use the name, logo, or trademark of the other Party without its prior written consent.

CLAUSE NINE – CONFIDENTIALITY: THE PARTIES undertake not to disclose, divulge or facilitate -in any form whatsoever- to any natural or legal person of any kind and not to use for their benefit or that of third parties any information of a confidential nature, related to the project in which they are participating or any other of which they become aware.

CLAUSE TEN – SCOPES: This does not imply a commitment of exclusivity and, therefore, does not prevent each party from developing activities independently and/or associating with other bodies. The signing of this agreement does not limit the right of THE PARTIES to enter into similar agreements with other institutions. Anything not provided for herein shall be resolved by the PARTIES by mutual agreement.

CLAUSE ELEVEN – BUDGETARY IMPACT: THE PARTIES agree that being a collaboration agreement, the commitments assumed in the present document do not suppose nor imply the payment of any economic consideration between the institutions.



CLAUSE TWELVE – TERM OF EXISTENCE AND TERMINATION: This Agreement shall enter into force on the date of its signature for an initial period of **TWO (2)** years and shall be considered automatically extended for equal and consecutive periods unless either of the **PARTIES** makes use of the power agreed upon in the following clause. The parties reserve the right to unilaterally terminate this agreement, giving notice of their decision in a reliable manner at the domicile of the other party, no less than **SIXTY (60)** days in advance. The termination will not give any right to the parties to make claims for compensation of any nature. In the event of such termination, work in progress and/or activities shall continue until completion, unless otherwise agreed by **THE PARTIES**.

CLAUSE THIRTEEN – CONSTITUTION OF ADDRESS AND RESOLUTION OF DISPUTES: **THE PARTIES** constitute addresses in those indicated above. In the event that either of the **PARTIES** changes its domicile, it shall notify the other party and it shall only take effect from the notification of the change. In the event of any dispute arising from the application and/or interpretation of this agreement, **THE PARTIES** agree to resolve their differences amicably through their representatives. In the event of not reaching a solution, they agree to submit themselves to the competence of the National Justice in the Federal Administrative Litigation with seats in the Autonomous City of Buenos Aires.

In proof of conformity, two copies of this document are signed, of the same tenor and to one effect, in the City of Buenos Aires, on the second day of July 2020.

Dr. Juan Bautista MAHIQUES
Attorney General
City Attorney's Office
Autonomous of Buenos Aires
Argentina

DR. KYUNG-SHICK CHOI
Director f
Center for Cybercrime Investigation &
Cybersecurity
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