



INFORMATION & COMMUNICATION  
TECHNOLOGIES AUTHORITY

**Memorandum of Understanding  
between**

**Internet Watch Foundation (IWF) of United Kingdom**

(hereinafter referred to as IWF)

Party on one hand

**Information and Communication Technologies Authority of the Republic of  
Mauritius,**

(hereinafter referred to as ICTA)

Party on the other hand

**INTRODUCTION:**

The objective of this Memorandum of Understanding (MoU) is to agree on the IWF's OCSARP solution as the approved location for Internet users in the Republic of Mauritius to report suspected illegal child sexual abuse material. The IWF will receive the reports, assess the legality according to UK and/or Mauritian law, trace the material and take appropriate action against instances of online child sexual abuse material globally.

This MoU has been created in the context of child protection within the Republic of Mauritius, which will always take primacy.

The IWF and ICTA have agreed to implement and raise awareness of an Online Child Sexual Abuse Reporting Portal (OCSARP) for the Republic of Mauritius. This will enable Internet users in the Republic of Mauritius to report suspected incidents of child sexual abuse material hosted anywhere in the world via OCSARP.

**OBJECT OF MoU:**

Any person who accidentally stumbles across child sexual abuse material should be able to report details via OCSARP to enable

- assessment against UK and/or Mauritian law,
- the identification of the actual location of the material and,
- the appropriate action(s) to be taken in order to have the material removed at source.

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Should the material remain available online, the URL will be included on the IWF URL list to stop inadvertent exposure to illegal material.

This MoU provides guidance to organisations and individuals whose legitimate use of the internet leads them to unintentionally download and/or view illegal child sexual abuse material.

### **General Principles**

- The Commissioner of Police of Mauritius or a law enforcement agency, as may be determined by the Parliament of Mauritius, shall retain primary responsibility for investigation in the area of child sexual abuse material hosted within the Republic of Mauritius.
- IWF retains primary responsibility for decisions relating to assessment, tracing and notice of removal of reporting child sexual abuse material reported via OCSARP.
- The Director of Public Prosecution shall retain primary responsibility for decisions relating to prosecution of offences in breach of any legislation.
- Persons working in this field deserve clarification and may be provided with guidance, if any, on the agreed approach between IWF and ICTA in relation to the reporting of child sexual abuse material online.
- Individuals or organisations who accidentally discover criminal activity or to whom such activity is reported may be afforded protection and immunity from the risk of prosecution where, in order to report such illegal activity, they make a copy of such reporting for referral to OCSARP.
- Vigilantism is not merely unnecessary, it is unhelpful: any person taking it upon himself to seek out or investigate into this kind of illegal material where there is no legitimate duty to do so, could be liable to prosecution.

### **Guidance and Advice**

The IWF will act as a point of contact to advise and provide guidance to licensed Information and Communication service providers of the Republic of Mauritius on best practices on handling online child sexual abuse content, which includes, *inter alia*, retaining material for law enforcement investigations.

An individual or body wilfully acting outside such guidance once it has been offered could not expect to benefit from it.

Similarly, even at an individual level, shortcomings may sometimes be identified in the way a particular abusive image has been identified or handled. Ignoring advice offered on future conduct could be a relevant factor in prosecution decisions as to sufficiency of evidence and public interest should the issue arise again.

### **Role of the IWF**

The IWF works in partnership with the ICTA (subject to this MoU) to provide a reporting portal available via the ICTA website ([www.icta.mu](http://www.icta.mu)) for individuals or organisations to report

4 7/12

potential child sexual abuse online content. It then assesses the material and assists service providers to avoid abuse of their systems by distributors of child sexual abuse content and supports law enforcement, at home and abroad, to detect and prosecute offenders.

If potentially illegal content is hosted in the UK and/or the Republic of Mauritius, the IWF will work with the competent authorities to have the content 'taken down' and assist as necessary to have the offender(s) responsible for distributing the offending content detected.

In cases where the potentially illegal content is hosted outside the UK or the Republic of Mauritius, the IWF will work, where possible, in partnership with hotlines across the world and various law enforcement bodies at home and abroad to have the content investigated.

## **Non Disclosure Clause**

- **Confidential Information**

All the information, relating to the personal data of Internet users reporting any suspected websites, disclosed or not to be disclosed to enable the Parties to perform their respective obligations under the Agreement and which is regarded as confidential ("Confidential Information") by one Party, hereinafter referred to as the "Disclosing Party", shall be maintained as confidential at all times by the other Party, hereinafter referred to as the Receiving Party, and shall not be disclosed other than as hereinafter provided.

- **Scope of Disclosure**

The Receiving Party hereby agrees to maintain as confidential and agrees not to use any part or the whole of such Confidential Information directly or indirectly disclosed by the Disclosing Party or information which the Receiving Party has gained from such disclosure until or unless such information becomes public knowledge through no fault of the Receiving Party, is required to be disclosed by a court of competent jurisdiction or by any other statutory, fiscal or other authority or until or unless the Receiving Party becomes a Party to a formal binding agreement with the Disclosing Party in which there are specific provisions as to disclosure and confidentiality as herein contained.

## **Non-Binding Clause**

This MoU shall not be legally binding on either party, except for the Non-Disclosure clause, but each party shall use its best endeavours to make this MoU workable.

## **Duration**

This Memorandum of Understanding will come into effect on the date of its signature and will remain in force for a period of two (2) years.

During the initial period of two years under this MoU, the use of the OCSARP Portal by the ICT Authority and Internet users from the Republic of Mauritius shall be **free** of charge.

This Memorandum of Understanding may be extended at any time within the period it remains in force by mutual written consent of the Parties.

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IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Memorandum of Understanding on the 24<sup>th</sup> October 2013, in Mauritius, in **two** originals.

**For**

**The Internet Watch Foundation  
United Kingdom**



**Mr. Fred LANGFORD  
Director of Global Operations  
and Deputy Chief Executive**

**For**

**Information and Communication  
Technologies Authority, Mauritius**



**Mr. Trilock DWARKA  
Chairman**

In the presence of



**Dr. M.K. OOLUN  
Executive Director**

**Information and Communication Technologies Authority, Mauritius**

