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Legal Aspects of the MonIKA-project

Proof of concept and design of contracts

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14:30 - 15:30: Privacy & Cyber Security: A Mismatch?

Franziska Boehm:

“Legal Aspects of the MonIKA-Project – Proof-of-Concept and Design of Contracts”

Sebastian Meissner:

"Legal Aspects of the MonIKA-Project - Privacy meets Cyber Security"

Arnold Sykosch:

“The MonIKA-Framework – A Trail Balloon of a Cooperative Monitoring Framework for Anomaly Detection”

MonIKA-project

- Main intention: improved protection of IT-infrastructures
- Monitoring through fusion of gathered information
- Classification of the collected data to detect anomalies
- Project of four partners (legal and technical)
 - Fraunhofer FKIE
 - Cassidian Cybersecurity (EADS)
 - ULD
 - ITM

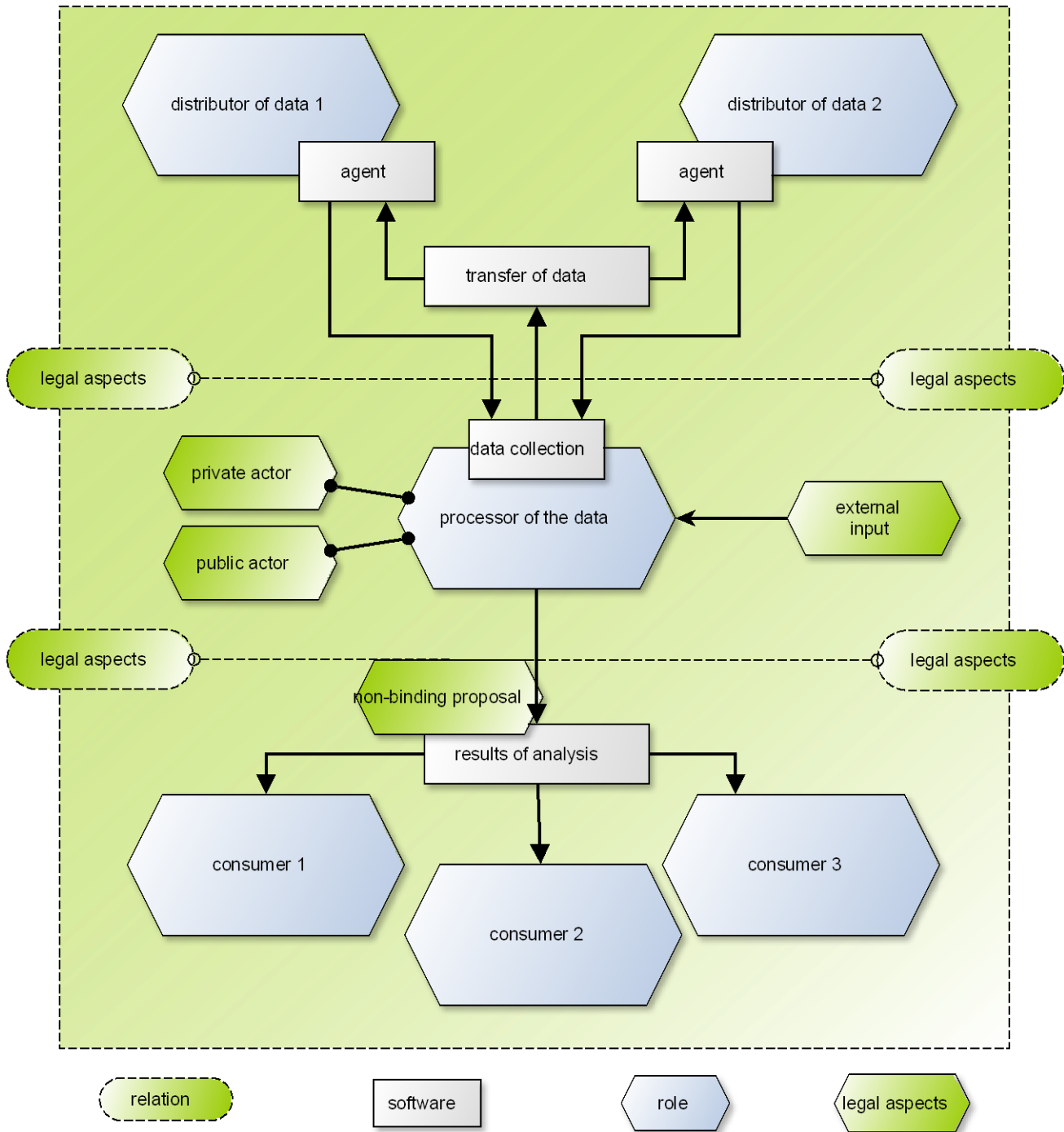


Why improving the protection of internet-infrastructure?

- Cyber crime grows continuously: 71, 2 Mil. € damage in 2011 (+ 16 %) in Germany
- Security and availability of the cyberspace is important for the economic development, in particular for countries poor in natural resources as Germany
- Cyber crime targets different relevant parties: state, economic actors and society
- Cooperation between the potential victims of cyber crime to detect and classify anomalies is therefore necessary

The MonIKA approach

- Development of a software to combine and classify information while at the same time respecting legal requirements
- Goal: improved risk and security situation without losing sensitive information (e.g. trade secrets)
- Comprehensive approach through the respect of different interests (technical, legal and service-orientated aspects)
- What is the intention of the MonIKA software? Three examples:
 - Protection and monitoring of the Border Gateway Protocol
 - Cooperative monitoring of botnet activities and attacks
 - Enterprise-monitoring



MonIKA company

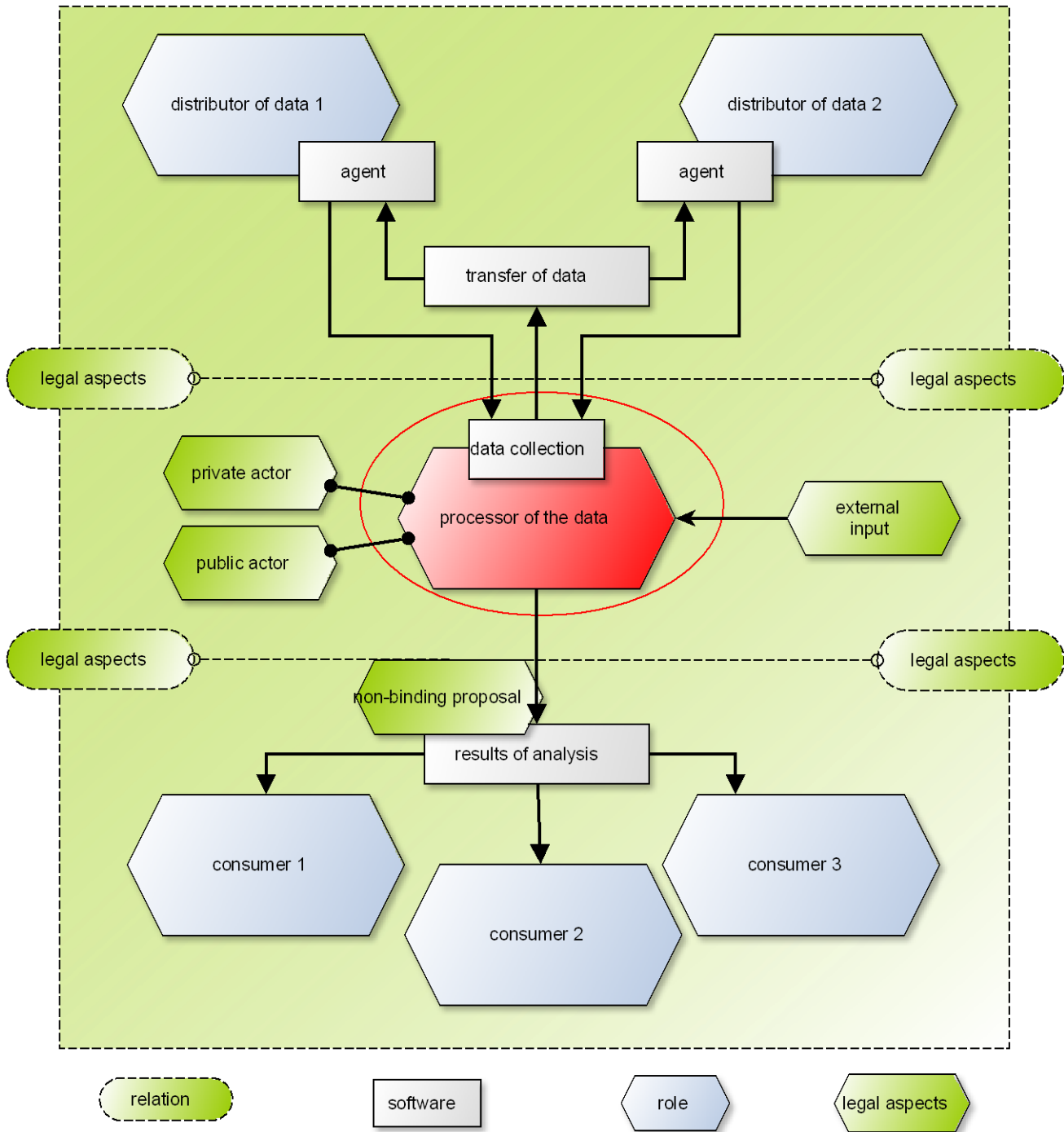
- Creates the software for the different MonIKA use cases
- Software-engineers = owner of IP rights (software)
 - ➔ important for contract between company – software-engineers (right to use the software has to be given/granted to the company)
- Next step: distribution
- Possible actors:
 - Software- and IT-security companies
 - German federal office for information technology (BSI)

Data processor

- Plays a central role in the MonIKA framework
- Potential actors:
 - Private sector actor (e.g. IT-security company)
 - Consortium of companies using MonIKA
 - German Federal Office for Information Technology (BSI)



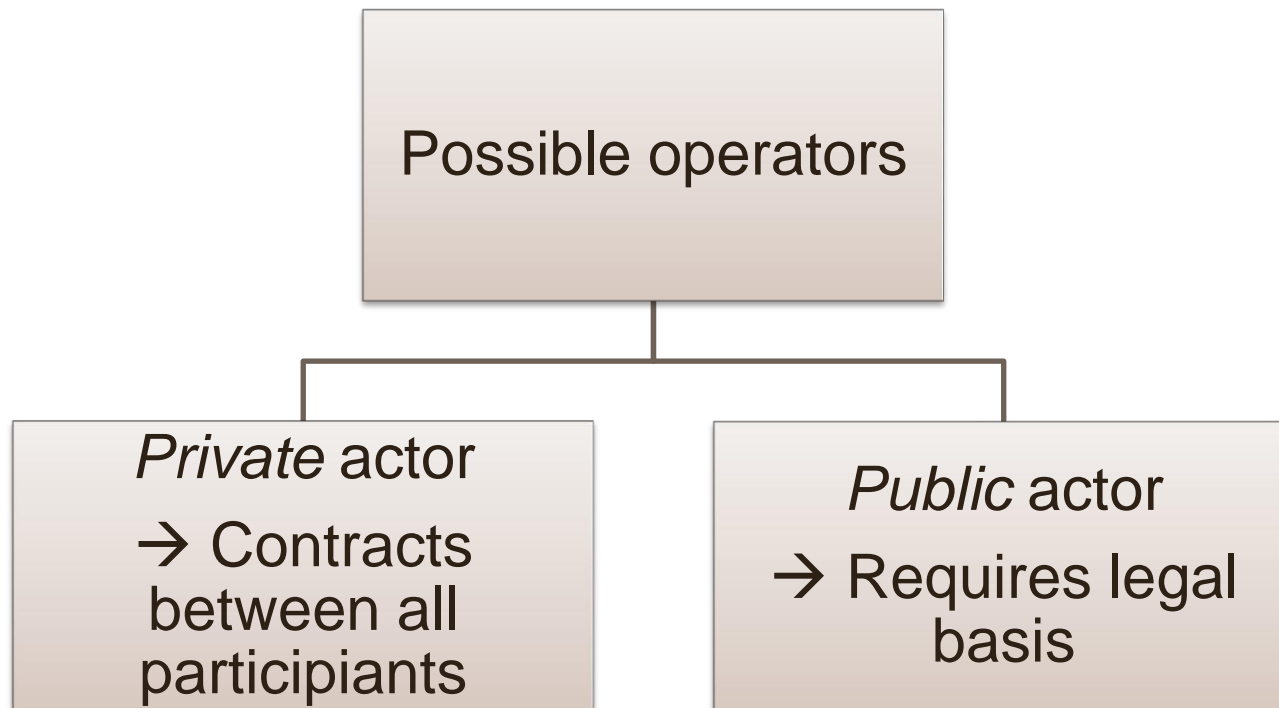
BSI is the main actor according to the proposed German IT-security act

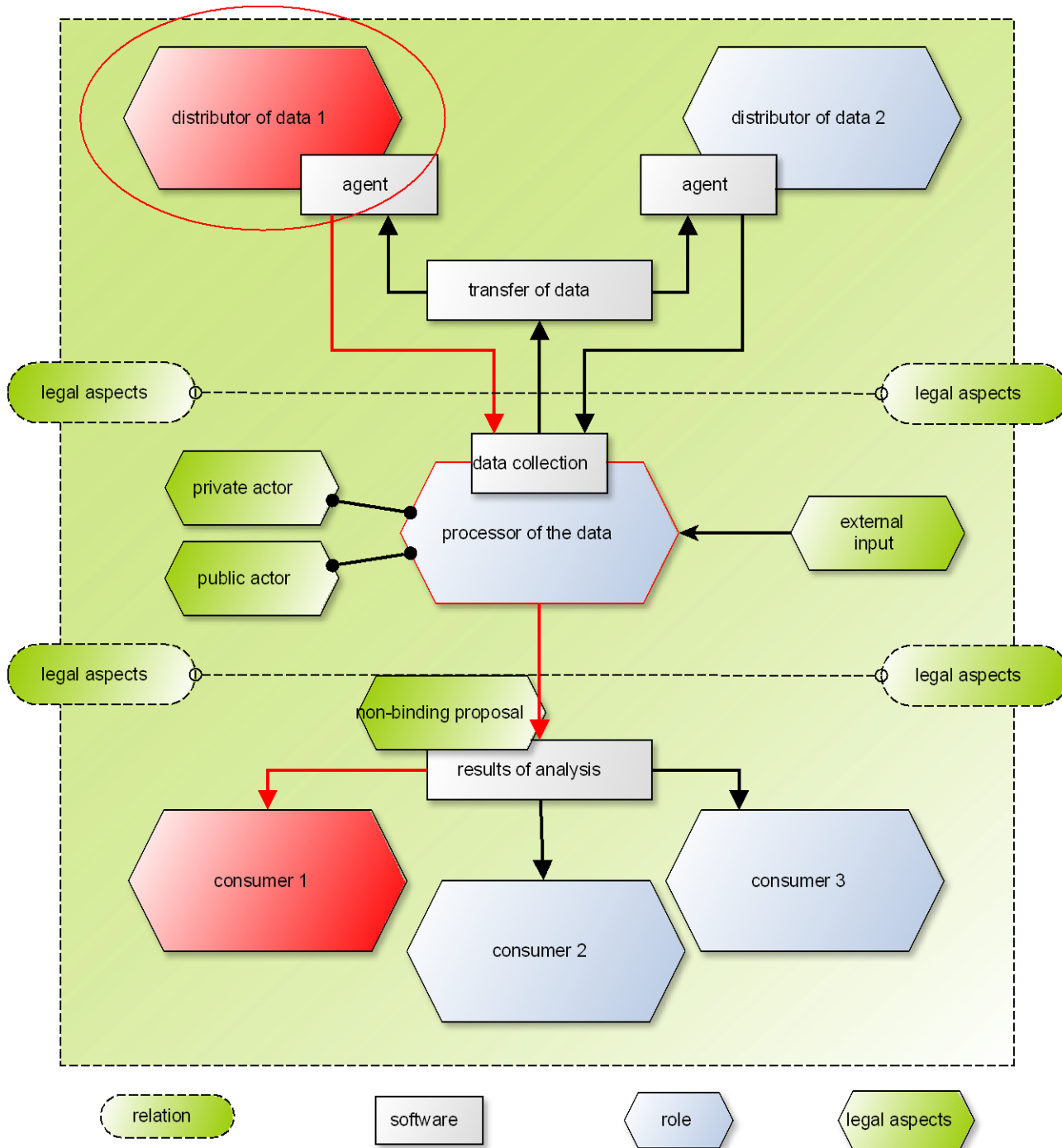


Excursus: New German IT-Security Act

- Plan: **Notification duty** for companies concerned in case of a security incident
- The German Federal Office for Information Technology (BSI) would be the key authority for receiving the notification from the companies as well as for publishing warnings
- Harsh criticism from companies concerned that fear
 - negative effects on their reputation
 - over-regulation
 - non coordinated rule making (EU-GER)
- Ministry of Interior \neq Ministry of Economics

Design of contracts = depends on who runs the MonIKA software








Contract: distributor-processor relationship I

- Distributor/Provider of the data = consumer
- Content of the contract between distributor/consumer and data processor:
 - Permission to collect and process data
 - Duty to provide data and obligation to use the MonIKA software
- Main risk: loss of data (in particular confidential information such as business secrets, internal analyses etc.)
- Responsibility must be regulated, who is responsible in which case
➔ possible solution: an exact description of the security measures to be respected



Contract: distributor-processor relationship II

- Protection against incorrect results of the analysis
- Advice:
- Result as a non-binding offer  this influences the type of contract (service-contract)
- Processor: limitation of liability for possible damages



Thank you for your attention!

For questions or comments please refer to:

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