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# MEMORANDUM OF UNDERSTANDING ON CYBER SECURITY COOPERATION



## 1. SIDES

1.1. This Memorandum of Understanding (MOU) is made between the following Sides:

- (a) the Government of Romania, as represented by The Ministry for Communications and Information Society; and
- (b) The Israeli National Cyber Directorate of the state of Israel (INCD).

**Recognizing** that the proper functioning and security of the digital environment, including the Internet, is essential to the functioning of our economies and societies and stimulates growth, innovation, well-being and inclusiveness;

**Recognizing** that public and private organizations, as well as individuals have a role to play based on context, for managing Cybersecurity risks and for protecting the digital environment; and that co-operation is essential at domestic, regional and international levels.

**Recognizing** the role of governments in developing and deploying policy measures, policy tools, development of regulatory and operational responses for cybersecurity risks;

**Acknowledging** the need for cooperation between States to promote cybersecurity;

**Desiring** to strengthen consistent and comprehensive cooperation between both Sides;

In light of the above-mentioned, both Sides have decided to facilitate bilateral cooperation in the field of cybersecurity by means of this MOU and have reached the following common views:

## 2. BASIC PRINCIPLES OF COOPERATION

2.1. The purposes of this MOU are:



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2.1.1. to promote cooperation in the field of cyber security between the sides in accordance with the relevant domestic laws, policies and procedures of the Sides;

2.1.2. to enhance the potential exchange of information between both Sides pertaining to Cyber Security.

### **3. STATUS AND SCOPE OF THIS MOU**

3.1 This MOU sets out the framework within which the Sides intend to work together to achieve the purposes set out in paragraph 2.

3.2 This MOU

- (a) is not intended to create, maintain or govern any legally binding obligations, rights or benefits between the Sides or between the Sides and any third party; and
- (b) will be implemented subject to and in accordance with the Sides' domestic laws, regulations, policies and international obligations.

3.3 The Sides acknowledge that this MOU does not prejudice any existing or future arrangement or treaty or other arrangement whether or not made under or with respect to the domestic law of the Sides.

### **4. AREAS OF COOPERATION**

4.1 The cooperation contemplated by this MOU may include the following activities and programs:

- (a) Exchange of information on cybersecurity policies, Incidents, Best Practice;
- (b) Research and development of measures against cyberattacks;
- (c) Human resource development
- (d) Organizing visits of representatives of the other Side as necessary to discuss current issues on cyber security;
- (e) Inviting representatives of the other Side to seminars and conferences held in respective countries to discuss cyber security issues;



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- (f) Exploring the possibility of conducting joint security drills;
- (g) Promoting and developing cooperation in the field of Capacity Building; and
- (h) Any other areas of Cooperation within the sides' respective authorities as may be mutually agreed upon.

## 5. EXCHANGE AND USE OF INFORMATION

For the purpose of this MOU:

“Traffic Light Protocol” is a set of designations used to ensure that sensitive information is shared with the appropriate audience. It employs four colors to indicate expected sharing boundaries to be applied by the recipient(s).

- 5.1 The Sides may use and disclose information for the purposes of this MOU. The use and disclosure of information pursuant to this MOU will be in accordance with the domestic laws, policies and regulations relating to the disclosure of such information and with the prior notification of the other side;
- 5.2 Where national security, classified or operationally sensitive information is to be disclosed, the Side providing the information is responsible for ensuring that such information is marked accordingly, including the Traffic Light Protocol. Each Side will protect information shared in the same manner that it protects its own sensitive information, and according to common standards.
- 5.3 The Sides will respect any condition, restrictions or caveat indicated by the other Side in respect of the handling or disclosure of information, except for situations where disclosing such information is mandatory by law or requested by a court of law.
- 5.4 The sides will apply data protection, according to their respective applicable legal frameworks.
- 5.5 Any joint activity involving intellectual property rules will be agreed upon in writing by the sides to protect relevant interests.

## 6. DISPUTE RESOLUTION

Any differences/disputes between the Sides concerning the interpretation or implementation of this MOU shall be settled amicably through consultations or negotiations between the Sides.



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## **7. COMMENCEMENT, DURATION AND TERMINATION**

- 7.1 This MOU will come into effect on the date the MOU is signed by both Sides;
- 7.2 This MOU is intended to remain in effect for an unlimited duration, but either Side may terminate it at any time by notifying the other Side in writing. Such termination will take effect ninety (90) calendar days from the date of the notification unless the Sides mutually consent in writing to a shorter period of time.
- 7.3 Ongoing proceedings at the time of termination will nonetheless be completed in accordance with the provisions of this MOU.
- 7.4 The Sides may mutually determine to modify this MOU and any such modifications will be mutually decided in writing.
- 7.5 A modification to this MOU will come into effect on a date mutually determined by both Sides.

## **8. EXPENSES**

- 8.1 All cooperative activities under this MOU will be subject to the availability of funds and other resources of both Sides. The cost of cooperative activities will be shared by both Sides in a manner to be mutually decided in writing.

## **9. LANGUAGES**

- 9.1 All communication between Sides will be in English.



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## 10. SIGNATURES

10.1 This MOU has been concluded in the English language, in two copies, one for each side and is signed by the following representatives of the Sides:

SIGNED at *Bucharest* on *6th of June* 2019.

SIGNED for and on behalf of the  
**Government of Romania as represented  
by the Ministry for Communications and  
Information Society** by Minister  
Alexandru PETRESCU

  
signature 

date

SIGNED for and on behalf of **Israel  
National Cyber Directorate of the State of  
Israel** by the Director General MR. Yigal  
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signature

date

*6/6/19*