



## AGREEMENT OF COOPERATION

between the following parties

**National Authority on  
Electronic Certification and  
Cyber Security (NAECCS)**

and

**The Institute for Cyber  
Policy Studies  
(CyBureau)**

**National Authority on Electronic Certification and Cyber Security (NAECCS)** (herein NAECCS), with the registered address at "Papa Gjon Pali II" Street, No. 3, The first floor, Tirana Albania 04-22-21039. Represented by Prof. Igli Tafa, General Director and National Cyber Co-Ordinator.

and

**The Institute for Cyber Policy Studies (CyBureau)** (herein CyBureau), with the registered address at 19 Almogan St., Modiin, Israel. Represented by Dr. Tal Pavel PhD, Founder and Director.

hereby agree upon the following:

### Article 1. Aims

1.1 The objective of this general Agreement of Cooperation is to contribute to the development of both Parties by increasing the scientific and academic, exchanges and collaboration in various areas, where there is mutual interest in establishing specific Protocols of Cooperation.

### Article 2. Relationship of the involved Parties

2.1 Parties are independent organizations, notwithstanding the use of the expression "partnering" or "cooperation" or "collaboration" or any other similar terminology to describe the relationship of the Parties.

2.2 This Agreement of Cooperation does not make either party an agent or legal representative of the other, nor does it create a partnership, joint venture, consortium, temporary association, or any other form of formal business entity.

2.3 No Party shall have any authority to assume or create any obligation, express or implied, on behalf of the other Party without the prior written consent of the other Party.

2.4. The personnel of one Party shall not be deemed to be personnel of the other. Each Party assumes all liabilities or obligations imposed by the applicable employment law with respect to its personnel.

### **Article 3. Type and scope of cooperation**

3.1 The Directorate and CyBureau agree to the following objectives and activities:

- a) development of joint courses, curricula or even joint academic and non-academic programs in fields of mutual interest, taking advantage of complementary educational infrastructure and expertise.
- b) development of joint research projects on topics of mutual interest.
- c) organize symposia, conferences, short courses and meetings on topics of mutual interest.
- d) support common projects and positions in associations in which the two Parties are members.
- e) meet periodically, if deemed desirable, to review and evaluate past activities and to work out new ideas for future cooperative agreements.

### **Article 4. Amendments**

4.1 This Agreement of Cooperation may be amended by mutual agreement of both Parties. Such amendments shall not be binding unless they are in writing and signed by the legal representatives of both Parties.

### **Article 5. Record maintenance**

5.1 All the correspondence between the parties shall be in English or in other languages agreed upon by the parties. Both Parties will maintain records, documents and other evidence that sufficiently and properly reflect all the work contemplated under the present Agreement. These records will be subject to inspection, review or audit by personnel of both Parties.

### **Article 6. Implementation**

6.1 All joint activities will be realized through specific Protocols of Cooperation, with clearly established conditions and mutual obligations of both Parties.

6.2 The present Agreement of Cooperation shall be identified as the parent document of any specific Protocols of Cooperation executed between subunits of both Parties.

6.3 The protocols must be approved by the legal representatives of each Party.

#### **Article 7. Financial conditions**

- 7.1 No specific financial commitment by either party is to be implied from this Agreement. However, both Parties agree to search for the financial means necessary to reach the mentioned objectives, either internally or from external sources.

#### **Article 8. Publicity**

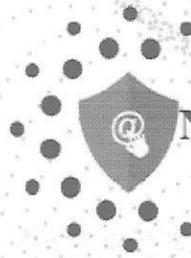
- 8.1 Each party will take steps to publicize the opportunities available under this Agreement of Cooperation and promote the development of cooperation.
- 8.2 Neither party will use the name, trade name, trademark, logo, or other designation of the other in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the other party.

#### **Article 9. Intellectual property rights**

- 9.1 Other than as set out in the Agreement of Cooperation, nothing in this Agreement of Cooperation shall be deemed to assume or result in the transfer of ownership or the grant or license of any rights of any kind in any pre-existing or future intellectual property rights of either party, including but not limited to copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned and/or developed by the other pursuant to this Agreement of Cooperation.
- 9.2 Subject to the terms of the Agreement of Cooperation, which shall prevail, all intellectual property rights not falling within the regulations of the Agreement of Cooperation, will remain the sole property of the originator of that intellectual property. The receiving Party shall at all times respect the intellectual property of the other party and shall ensure that such intellectual property is used solely for the purposes expressly approved in writing by the party owning the intellectual property.
- 9.3 Unless explicitly agreed otherwise in writing, any intellectual property conceived jointly by the Parties in the execution of the Agreement of Cooperation and/or any intellectual property in the results of any joint development to be undertaken by the parties under the Agreement of Cooperation, shall be jointly owned by the respective parties. If any joint intellectual property would arise, the parties shall conclude an agreement to set out their respective rights and obligations in respect of such joint intellectual property. By default, neither party shall be entitled to use (including copying, modifying, exploiting, making available or otherwise making use of) the joint intellectual property.
- 9.4 During the course of this Agreement of Cooperation, each party may further develop its general knowledge, skills and experience, including through the use of general information received in connection with the activities and retained in the memory of its personnel and directors. Each Party may use and disclose such



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general knowledge, skills, and experience without restriction, subject to any confidentiality undertakings as may be included in this Agreement of Cooperation or the specific Protocols of Cooperation.

9.5 The provisions of this section shall survive the termination or expiry of this Agreement for any reason.

### **Article 10. Liability**

10.1 Neither party shall have any liability, whether in contract, negligence, tort or otherwise ("liability") for (i) any direct or indirect loss of profits, goodwill, data, business opportunities or anticipated saving or (ii) any other consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense of any kind whatsoever and howsoever caused directly or indirectly out of a performance, non-performance or delayed performance by any of its obligations under or in connection with this Agreement of Cooperation or the specific Protocols of Cooperation.

10.2 Neither party excludes or limits liability relating to claims of intellectual property infringement, breach of confidentiality obligations, death or personal injury, fraud or any other liability that cannot be excluded by law.

### **Article 11. Duration**

11.1 The duration of this Agreement of Cooperation will be for a period of five (5) years, from the date of the last signature by the legal representatives. It can be renewed for another period of five (5) years.

11.2 Either Party may terminate this Agreement of Cooperation provided that written notification is sent to the other Party six (6) months prior to the date of termination.

11.3 Each Party will bear all costs, risks, and liabilities related to its obligations and efforts under this Agreement of Cooperation. Except if expressly agreed otherwise, no party will demand compensation from any other party in any form whatsoever.

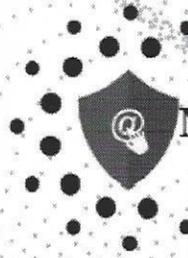
11.4 Parties expressly agree that they will not share losses or profits made by a party as a result of its portion of the Agreement of Cooperation or the specific Protocols of Cooperation even if Parties agree that certain items of expenditure incurred are to be shared in some agreed proportion.

### **Article 12. Governing Law and Jurisdiction**

12.1 The Agreement of Cooperation and the respective rights and obligations of the Parties thereto shall be governed by and shall be construed in accordance with the laws of Romania without reference to its conflict-of-laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction. The courts of Bucharest, Romania shall have exclusive jurisdiction.



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AND CYBER SECURITY**

Having read the present Agreement of Cooperation, and being fully aware of the content and scope of each and every one of its clauses, both parties hereby agree to comply with each, and every obligation contained in this document, issued as two signed originals, one for each party:

Legal representative of  
National Authority on  
Electronic Certification  
and Cyber Security  
(NAECCS)

A blue ink signature and an official circular stamp. The stamp contains the text 'REPUBLIKA E SHQIPËRISE - ENJ' at the top, 'KOMITETI QENDËROR PËR CERTIFIKIMIN ELETËRONIK DHE SIGURINË KIBERNETIKE' around the perimeter, and 'KESHILLI I MINISTRAVE' at the bottom. In the center of the stamp is the coat of arms of Albania.

Prof. Igli Tafa,  
General Director  
and National Cyber Co-Ordinator

Date: 24 November 2022

Legal representative of  
The Institute for  
Cyber Policy Studies  
  
(CyBureau),

A blue ink signature.

Dr. Tal Pavel PhD,  
Founder and Director

Date: 15 November 2022