

MEMORANDUM OF UNDERSTANDING ON CYBER SECURITY COOPERATION

BETWEEN

THE NATIONAL CYBER DIRECTORATE OF THE STATE OF ISRAEL

AND

THE NATIONAL AUTHORITY ON ELECTRONIC CERTIFICATION AND CYBER
SECURITY OF ALBANIA

This Memorandum of Understanding (hereinafter referred to as "MOU") is made between the following Sides:

- (a) The Israel National Cyber Directorate of the State of Israel (hereinafter referred to as "INCD"); and
- (b) The Albanian National Authority on Electronic Certification and Cyber Security

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 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, tools, and regulatory and operational responses for cybersecurity risks;

Acknowledging the need for cooperation between two countries to promote Cybersecurity.

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:

Article 1

BASIC PRINCIPLES OF COOPERATION

The purposes of this MOU are:

1. to promote cooperation in the field of cybersecurity between the Sides;
2. to enhance exchange of information between both Sides pertaining to cybersecurity.

Article 2

STATUS AND SCOPE OF THIS MOU

1. This MOU sets out the framework within which the Sides intend to work together to achieve the purposes set out in Article 1.
2. This MOU 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. Each Side's implementation of this MOU is subject to that Side's own domestic laws, regulations, policies and international obligations, budget constraints, administrative requirements and international obligations.
3. The Sides acknowledge that this MOU does not prejudice any existing or future arrangement, treaty or other arrangement between the Sides.

Article 3

AREAS OF COOPERATION

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

1. Exchange of information on cybersecurity policies, procedures, incidents, documentation and, best practices;
2. Human resource development;
3. Organizing visits of representatives of the other Side to discuss current issues on cybersecurity
4. Inviting representatives of the other Side to seminars and conferences held in respective countries to discuss cybersecurity issues;
5. Promotion of joint ventures with the Cyber Industry and the Academy to enhance the level of Cyber security at the National Level.
6. Promoting and developing cooperation in the field of capacity building; and
7. Promoting of cooperation between Academia of both countries.
8. Any other areas of cooperation within the Sides' respective authorities as may be mutually agreed upon.

Article 4

EXCHANGE AND USE OF INFORMATION

1. Both Sides may exchange information for the purposes of this MOU. The disclosure of information pursuant to this MOU will be in accordance with applicable domestic law, policies and mechanisms.
2. Neither Side will disclose information obtained from the other Side pursuant to or in connection with this MOU to any third party without the consent of the other Side.
3. Information sharing of sensitive information will be according to TLP Protocol (FIRST Standards Definitions and Usage Guidance — Version 2.0) The highest level will TLP: AMBER and TLP: AMBER+Strict.
4. 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. The sides will apply data protection, according to their respective applicable legal frameworks.
6. The Sides will appoint a contact person that will responsible for the concrete implementation of this Memorandum of Understanding.
7. Any joint activity involving intellectual property will be agreed upon in writing by the sides to protect relevant interests.

Article 5

DISPUTE RESOLUTION

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

Article 6

COMMENCEMENT, DURATION AND TERMINATION

1. This MOU will come into effect on the date the MOU is signed by both Sides.
2. This MOU is intended to remain in effect for an initial period of five (5) years and automatically extended for a subsequent five (5) year period, unless the Side gives to other Side a written notice of its intention not to extend the MOU. The Sides 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.
3. Ongoing activities at the time of termination will nonetheless be completed in accordance with the provisions of this MOU.
4. This MOU may be modified by mutual written agreement of the Sides.
5. A modification to this MOU will come into effect on the date mutually determined by both Sides.

Article 7

EXPENSES

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 the Sides in a manner to be mutually decided in writing.

Article 8

LANGUAGES

All communication between Sides will be in English.

Article 9

SIGNATURES

The MOU is signed by the following representatives of the Sides:

SIGNED for and on behalf of **Albania**
National Authority on Electronic
Certification and Cybersecurity

Jyli Talo
full name
[Signature]
signature
01/02/2023
date

SIGNED for and on behalf of **Israel**
National Cyber Directorate of the State
of Israel

Gabriel Portnoy
name
[Signature]
signature
1/2/2023
date