DIRECTORATUL NATIONAL DE SECURITATE CIBERNETICA INTRARE NR. 150 +

MEMORANDUM OF UNDERSTANDING

# ON COOPERATION IN THE FIELD OF CYBER SECURITY

# BETWEEN THE NATIONAL CYBER SECURITY DIRECTORATE OF ROMANIA AND

# THE NATIONAL AUTHORITY ON ELECTRONIC CERTIFICATION AND CYBER SECURITY OF ALBANIA

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

- (a) The National Cyber Security Directorate of Romania and
- (b) The National Authority on Electronic Certification and Cyber Security of Albania

The Participants,

Aware of the importance of cooperation for the development of defense capabilities through the exchange of information on cyber security.

Convinced that this cooperation will make an effective contribution in this area,

Wishing, in good faith, to contribute to the development of relations between the two institutions,

Expressing the readiness to carry out activities in expanding the scope of bilateral cooperation in areas of common interest and, consequently, to develop framework and support for an environment based on equality and equity between rights and duties,

Reaffirming their commitment to contribute constructively mainly to the implementation of joint cooperation initiatives in the field of cyber security,

Have agreed on the following:

# Paragraph 1

#### Objective

The Participants will cooperate in the main areas of raising awareness and exchanging information on the challenges faced by the national network information and systems, in terms of the sources of threats, Tactics, Techniques and Procedures (TTPs) and on cyber security incidents in the area of their responsibility, as well as on events in the field or other relevant information security.

# Paragraph 2

#### Principles, values and scope of cooperation

2.1 This MOU establishes the framework within which the Participants aim to collaborate to achieve the

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objectives set forth in Paragraph 1.

- 2.2 The Participants undertake to cooperate in accordance with the principle of mutual assistance and cooperation in the field of cyber security.
- 2.3 The Participants will enhance the exchange of information regarding cyber security based on the specifications outlined in Paragraph 4 of this MOU;
- 2.4 The Participants will support each other and cooperate in achieving strategic objectives in the field of cyber security.

### Paragraph 3

#### Status

- 3.1 The Participants undertake to cooperate in the field of cyber security in accordance with applicable procedures, policies, and laws in force in their States and without prejudice to EU/international obligations incumbent upon the Participants, their Governments or States.
- 3.2 This MOU is not intended to create, maintain, or administer any legal obligation, interest or right between the Participants, or between the Participants, on the one hand, and a third party on the other hand.
- 3.3 This MOU does not create rights or obligations under public international law.
- 3.4 The Participants acknowledge that this MOU is without prejudice to any existing or future treaty or arrangement or any other arrangement, whether or not such treaty or arrangement is in accordance with the domestic laws of both Participants.

#### Paragraph 4

#### Activities

In the fulfilment of the objective of this MOU, the Participants may undertake the following activities:

- a) Cooperate in addressing cyber security incidents;
- b) Exchange knowledge in the field of cyber security and define the opportunities for participation in international activities in the field according to the legal restrictions applicable;
- c) Provide courses and training programs;
- d) Identify opportunities for cooperation and academic exchange in the field of scientific research and development in accordance with any applicable legal, regulatory or institutional framework;
- e) Share information on cyber security policies, cases, lessons learned, and best practices in the field;
- f) Exchange scientific studies and the development of measures to combat cyber incidents;
- g) Organize visits for the representatives of the Participants, as needed, to discuss current issues in the field of cyber security;
- h) Invite the representatives of the other Participant to workshops, seminars and conferences to discuss issues related to cyber security;
- i) Study the possibility of conducting joint cyber security exercises.

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## Paragraph 5

#### Communication

- 5.1 The Participants undertake to maintain constant contact and to exchange information necessary for the fulfillment of their tasks.
- 5.2 Each Participant will designate at least two knowledgeable/specialized contact points in the field who will be responsible for the implementation of the MOU.
- 5.3 The contact points will be available at all times to communicate and coordinate actions with the Participants.
- 5.4 All communications between the Participants will be conducted in English.

#### Paragraph 6

#### Confidentiality of information and legal aspect

- 6.1 The Participants may use and disclose information for the purposes of this MOU, in accordance with internal regulations, policies and laws governing the disclosure of such information, with prior notice to the other party.
- 6.2 The Participants will respect the provisions of the Agreement between the Government of Romania and the Council of Ministers of the Republic of Albania on the mutual protection of classified information, signed in Bucharest on November 14, 2013.
- 6.3 When disclosing sensitive, confidential, or classified information, the Participant providing the information will be responsible for ensuring that such information is properly marked. Each Participant shall protect the exchanged information with the same degree of protection as assigned to sensitive information and in accordance with recognized standards.
- 6.4 The Participants will comply with any conditions, restrictions, or warnings that the other Participant may submit regarding the approach or disclosure of the information, except in certain circumstances, where disclosure of the information is required by law or a court request.
- 6.5 The Participants will agree in writing on any joint project relating to intellectual property rights intended to protect the interests of the Participants.
- 6.6 Information received under this MOU will not be disclosed to third parties without the prior written consent of the providing Participant, unless required by applicable internal law.
- 6.7 The Participants undertake to ensure the legality of all activities carried out under this MOU and to notify each other of the existence of specific legal/ regulatory provisions which limit or impose certain cooperative activities.
- 6.8 The Participants will implement the protection of personal data according to the relevant national and international legal framework.

#### Paragraph 7

#### Divergence

Any disagreement between the Participants regarding the implementation or interpretation of this MOU will be settled amicably through consultations and/or negotiations between the Participants.

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#### Paragraph 8

# **Expenses**

- 8.1. All co-operation activities under this MOU will be subject to the availability of funds and other resources of the Participants.
- 8.2. The Participants will bear their own expenses which may arise when implementing this MOU unless otherwise mutually agreed in writing on a case-by-case basis.

# Paragraph 9

#### **Final dispositions**

- 9.1 This MOU will come into effect on the date of the signing by both Participants.
- 9.2 This MOU is intended to be valid for an indefinite period but may be terminated by either Participant at any time by written notice to the other Participant. Such termination will take effect within ninety (90) days of the date of notification, unless the Participants agree in writing for a shorter period of time.
- 9.3 Pending the termination of this MOU, both Participants will comply with their obligations under this Memorandum of Understanding with respect to information and documents exchanged prior to the date of termination.
- 9.4 Any amendment to this MOU will be agreed between the two Participants and the amendments will become effective on a date agreed by both Participants.

#### Paragraph 10

#### **Contact Points**

THE NATIONAL CYBER SECURITY	NATIONAL AUTHORITY FOR
DIRECTORATE OF ROMANIA	ELECTRONIC CERTIFICATION AND
	CYBERSECURITY OF ALBANIA
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Signed in ...... on ...../2024 in two original copies, in English, both texts being equally valid.

For The National Cyber Security Directorate of Romania

Dan CIMPEAN
The DNSC Director ONCORU

For National Authority on tronic Certification and er Security of Albania

Igli TAFA General Director and National Cyber Co-Ordinator (S.A.R)

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