

MEMORANDUM OF UNDERSTANDING

ON

COOPERATION IN THE FIELD OF

CYBER SECURITY

BETWEEN

THE MINISTRY OF TRANSPORT AND COMMUNICATIONS OF THE

REPUBLIC OF FINLAND

AND

THE INSTITUTIONAL SECURITY CABINET OF THE PRESIDENCY OF

THE FEDERATIVE REPUBLIC OF BRAZIL

The Ministry of Transport and Communications of the Republic of Finland and the Institutional Security Cabinet of the Presidency of the Federative Republic of Brazil hereinafter referred to individually as “Participant” and collectively as “Participants”;

Recognizing that the society is increasingly faced with various cyber security threats;

Recognizing that security is essential in cyberspace and that there is a need to develop awareness and capabilities, and to establish and strengthen collaboration that aims to improve collective cyber security efforts;

Wishing to facilitate cooperation between the Participants in the field of cyber security by exchanging information and sharing best practices;

Desiring to boost the mutual interest and benefit of both Participants in the field of cyber security;

Have reached the following understandings:

1. Purpose

Acting within the framework of their powers and responsibilities and in accordance with national laws and regulations, the Participants will develop co-operation in cyber security and in cyber incident response and handling.

The Participants may, in accordance with national laws and regulations, exchange information on cyber security incidents detected by one of the Participants potentially concerning the other Participant.

This Memorandum of Understanding is not intended to create, maintain or govern any legally binding obligations, rights or benefits between the Participants or between the Participants and any third party.

2. Forms of Co-operation

Co-operation in the field of cyber security between the Participants may take the following forms:

- (a) Sharing information, knowledge, expertise and lessons learned;
- (b) Sharing experiences in formulating policies, regulations and standards in planning;
- (c) Sharing best practices on the assessment, development and implementation of cyber security standards and certification provisions;
- (d) Sharing information related to cyber incidents involving the two countries;
- (e) Sharing information about cyber incident statistics;
- (f) Promoting cooperation in the fields of education, awareness, training, capacity building and exchange of knowledge between experts;
- (g) Other forms as may be decided upon.

To execute the possible forms of cooperation approved in this Memorandum of Understanding, invited guests may be allowed to participate, if mutually accepted by the Participants.

3. Funding and Resources

The co-operative activities carried out under this Memorandum of Understanding will be subject to the availability of funds and resources of the Participants. For those activities carried out under this Memorandum of Understanding, unless otherwise decided, each Participant will provide resources adequate to carry out its own responsibilities in relation to those activities and will bear its own costs.

4. Point of Contact

For the purpose of identifying and facilitating programs under Article 2, the Participants shall designate representatives to maintain contact with each other. The designated points of contact will be responsible for seeking any required approval for the conduct of specific cooperative activities from their respective Governments.

5. Exchange of Information and Confidentiality

All information provided or generated pursuant to this Memorandum of Understanding will be safeguarded, used, transmitted, stored and handled in accordance with the Participants' national laws and regulations.

The Participants will take all lawful steps available to it to ensure that all information which is confidential by nature provided or generated pursuant to this Memorandum of Understanding is used only for the purposes it was provided and will not be disclosed to any third party without prior written consent of the other Participant.

Any classified information exchange must be ruled by a prior and specific agreement between the Participants.

6. Dispute Settlement

Any disputes or differences arising from the interpretation or implementation of this Memorandum of Understanding will be settled amicably through consultations between the Participants, and will not be referred to any national or international tribunal or third party for settlement.

7. Relationship with National and International Law

This Memorandum of Understanding is not legally binding and is not intended to supersede national law or international obligations by which the Participants are bound. The Participants will notify each other in case of any conflict arising from this Memorandum of Understanding.

This Memorandum of Understanding is not eligible for registration under Article 102 of the Charter of the United Nations.

8. Amendments

This Memorandum of Understanding may be reviewed and amended at any time, by mutual written consent of the Participants. Such amendment will come into effect on a date as determined by the Participants and will form an integral part of this Memorandum of Understanding.

9. Effective date, Duration and Termination

1. This Memorandum of Understanding will come into effect following the signature of both parties.
2. The present Memorandum of Understanding will remain in effect for an indefinite period of time.
3. This Memorandum of Understanding may be terminated six (6) months from the date of written notice made by one Participant to the other Participant expressing its intention to terminate the Memorandum of Understanding.
4. In case of termination of this Memorandum of Understanding, the provisions of the Memorandum of Understanding will remain in effect for co-operative activities that are being carried out within the framework of this Memorandum of Understanding, but not yet completed at the time of termination of this Memorandum of Understanding if not otherwise decided.

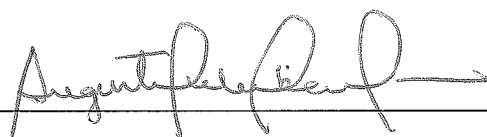
The foregoing represents the understanding reached between the Participants on the matters referred to in this Memorandum of Understanding.

SIGNED in duplicate, in English and Portuguese, in Brasilia, on 9 November 2021. Should any discrepancy occur, the English version shall prevail.

**For the Ministry of Transport and Communications of the Republic of Finland
For the Institutional Security Cabinet of the Presidency of the Republic of Brazil**



Ministry of Transport and Communications of
the Republic of Finland



Institutional Security Cabinet of
the Presidency of the Republic of Brazil