

MEMORANDUM OF UNDERSTANDING

Between

**The Indian Computer Emergency Response Team (CERT-In), Ministry of
Electronics and Information Technology, of the Republic of India**

And

**The General Coordination of Network Incident Treatment Center, Department of
Information Security, Institutional Security Cabinet of the Presidency of the
Federative Republic of Brazil (CGCTIR/DSI/GSI)
On Cooperation in the area of Cyber Security**

The Indian Computer Emergency Response Team, Ministry of Electronics and Information Technology (MeitY) of the Republic of India (hereinafter referred to as CERT-In), Electronic Niketan, 6 CGO Complex, Lodi Road, New Delhi-110003 and the General Coordination of Network Incident Treatment Center, Department of Information Security, Institutional Security Cabinet of the Presidency of the Federative Republic of Brazil (CGCTIR/DSI/GSI) are hereinafter referred to individually as the "Party" and jointly as the "Parties".

RECOGNISING that governments, businesses and consumers are increasingly faced with a variety of cyber threats and there is a need to further improve computer security readiness and raise awareness around the importance of keeping systems secure, and security practices and procedures;

RECOGNISING further the importance of joint efforts by the two organizations on cyber safety; and

DESIRING to develop cooperation between them in the area of Cyber Security;

HAVE REACHED the following understanding:

ARTICLE 1 Basic Principles

The Parties hereby confirm their intention under this MoU, to promote closer cooperation and the exchange of information pertaining to the Cyber Security in accordance with the relevant laws, rules and regulations of each country and on the basis of equality, reciprocity and mutual benefit.

ARTICLE 2
Scope of Co-operation

The scope of co-operation between the Parties shall include the following areas relating to Cyber Security:

1. Exchange of information on Cyber attacks and mutual response to cyber security incidents;
2. Cyber security technology cooperation relevant to CERT activities;
3. Exchange of information on prevalent cyber security policies and best practices;
4. Human Resource – capacity building and exchange of experts; and
5. Establish institutional mechanism for periodic exchange of views on outstanding issues pertaining to cyber incidents and current threats.

ARTICLE 3
Implementation

In order to implement the scope of co-operation identified in Article 2, India-Brazil Joint Committee on Cyber Security (hereinafter referred to as “Joint Committee”) shall be set up to identify and facilitate the following programme:

- (a) Watch for possible cyber security incidents (e.g. Denial of Service attacks, Phishing, serious scan attacks, and forgery/defacement of government websites);
- (b) Support each other in taking appropriate measures in order to prevent recurrence of such cyber security incidents;
- (c) Exchange assessments of the prevailing cyber security trend, as observed by each organisation, periodically;
- (d) Organize visits of officials of two Parties on a regular basis to discuss current issues on cyber security;
- (e) Invite each other to seminars/conferences held in respective countries to discuss cyber security issues;
- (f) Share experiences on incident handling methods;
- (g) Exchange contact information (email, phone and fax numbers) and secure communication system with suitable publicly available encryption for exchanging sensitive information on cyber threats and vulnerabilities;
- (h) Holding of joint security drills; and
- (i) Any other areas of Cooperation as may be mutually agreed upon.

ARTICLE 4
Joint Committee

1. For the purpose of identifying and facilitating programmes under Article 3, the Parties shall designate one or more representatives as members of the Joint Committee. The designated representatives shall be responsible for seeking any required approval for the conduct of specific co-operative activities from their respective Governments.
2. The Joint Committee shall be responsible for defining the scope of co-operation as set out in Article 2 above. The Joint Committee may hold consultations to identify and define future activities under Article 3, review activities in progress or discuss matters related to such activities. Where necessary, and by mutual agreement, the Joint Committee may hold working meetings alternately in Brazil and India at a mutually agreed time.
3. The composition of the Joint Committee and identification of key deliverables for the Joint Committee would be identified and will be agreed by the parties before each meeting of the Joint Committee.

ARTICLE 5
Ways of Co-operation

1. All cooperative activities under Articles 2, 3 and 4 of this Memorandum of Understanding will be conducted in accordance with the applicable laws, rules and regulations of each country.
2. All cooperative activities under Articles 2, 3 and 4 of this Memorandum of Understanding will be subject to the availability of funds and other resources of the Parties. The cost of cooperative activities will be shared by the Parties in a manner to be mutually agreed upon.

ARTICLE 6
Intellectual Property Right

1. Each party will ensure appropriate protection of Intellectual Property Rights (hereinafter referred to as IPR) generated from co-operation pursuant to this MoU consistent with their respective laws, rules and regulations and international agreements to which both parties are committed.
2. The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under this MoU to any third party without consent of the other party.

ARTICLE 7
Release of Information

Neither Party shall disclose nor distribute any third party any information transmitted by the other side in the process of cooperative activities under this Memorandum of Understanding, except with the prior written consent of the other Party.

ARTICLE 8
Amendments

This Memorandum of Understanding may be modified or amended as may be required from time to time by mutual written consent of the Parties.

ARTICLE 9
Disputes Settlement

Any and all disputes between the Parties concerning the interpretation and/or implementation of this Memorandum of Understanding shall be settled amicably through consultations and/or negotiations between the Parties.

ARTICLE 10
Validity

1. This Memorandum of Understanding will come into effect on the date of its last signature by the parties and shall remain in effect for a period of five (5) years unless terminated by either Party giving three (3) months' notice in writing to the other Party.
2. This Memorandum of Understanding may be renewed by mutual written consent of the Parties.
3. The termination of this Memorandum of Understanding shall not affect co-operative activities under Articles 2 and 3 which are already in progress and until its completion, unless the Parties mutually determine in writing otherwise.

In witness whereof, the undersigned, being duly authorised thereto by their respective Parties, have signed this Memorandum of Understanding.

Done at the city of Brasilia/DF, Federative Republic of Brazil, on this ~~28~~ ²⁵ day of ~~November~~ ^{January} 20~~20~~ in two originals each in English, Portuguese and Hindi languages, all texts being equally authentic. In case of any divergence in interpretation, English text shall prevail.

For and on behalf of

The Indian Computer Emergency
Response Team (CERT-In),
Ministry of Electronics and Information
Technology
Republic of India



Dr. Sanjay Bahl
Director General, CERT-In

For and on behalf of

The General Coordination of Network
Incident Treatment Center, Department of
Information Security, Institutional Security
Cabinet of the Presidency of the Federative
Republic of Brazil



General Augusto Heleno Ribeiro Pereira
Minister of State Head of the Institutional
Security Cabinet of the Presidency of the
Federative Republic of Brazil