#### MEMORANDUM OF UNDERSTANDING

#### Between

The Directorate of National Security of the Presidency of the Republic of Suriname and

The Institutional Security Cabinet of the Presidency of the Republic of Brazil on Cooperation in the area of Cyber Security

The Directorate of National Security of the Presidency of the Republic of Suriname and the Institutional Security Cabinet of the Presidency of the Federative Republic of Brazil (GSI/PR) 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, as well as security practices and procedures;

**RECOGNISING** 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 Cyber Security in accordance with relevant laws, rules and regulations of each country and on the basis of equality, reciprocity and mutual benefit.

# **ARTICLE 2 Scope of Cooperation**

The scope of cooperation between the Parties will include the following areas related to Cyber Security:

- 1. Exchange of information on Cyber attacks and mutual response to cyber security incidents;
- 2. Cyber security technology cooperation relevant to Governmental CSIRT activities;
- 3. Exchange of information on prevalent cyber security policies and best practices;
- 4. Human Resource "information exchange on relevant cyber security events, with invitation to experts from both countries".
- 5. Establishment of institutional mechanism for periodic exchange of views on outstanding issues pertaining to cyber incidents and current threats.



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#### **ARTICLE 3**

#### **Implementation**

In order to implement the scope of cooperation identified in Article 2a, Suriname-Brazil Joint Committee on Cyber Security (hereinafter referred to as "Joint Committee") will 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 organization, periodically;
- d) Organize visits of officials from the 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) Viability of joint security drills;
- i) Establishment of close contact between CTIR Gov and Sur SIRT;
- j) Obtain with CTIR Gov the necessary information for the implementation of the open source ticket-tracking system tool, and a workshop on the tool can be offered;
- k) Send all material about our operational structure regarding the work of a CSIRT;
- 1) Send the entire DSIC/SCS/GSI/PR legal framework on Information Security management;
- m) Send a summary of the Brazilian legal framework that addresses cybercrime;
- n) Support in setting up an exchange platform for the exchange of sensitive Information;
- o) Support in setting up a system for statistical reports; and
- p) 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 will 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 cooperative activities from their respective Governments.
- 2. The Joint Committee shall be responsible for defining the scope of cooperation 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. Wherever necessary, and by mutual agreement, the Joint Committee may hold working meetings alternately in Brazil and Suriname at a mutually agreed time.



3. The composition of the Joint Committee and identification of key deliverables for the Joint Committee should be identified and will be agreed by the parties before each meeting of the Joint Committee.

### ARTICLE 5 Ways of Cooperation

- 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.

# ARTCLE 6 Intellectual Property Right

- 1. Each Party will ensure appropriate protection of Intellectual Property Rights (hereinafter referred to as IPR) generated from cooperation pursuant to this MoU consistent with their respective laws, rules and regulations and international agreements to which both Parties are committed.
- 2. The Parties will 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 will disclose nor distribute to 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.



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# **ARTICLE 9 Disputes Settlement**

Any and all disputes between the Parties concerning the interpretation and or implementation of the Memorandum of Understanding will 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 signature by the Parties and will 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 the Memorandum of Understanding will not affect cooperative 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 authorized thereto by their respective Parties, have signed this Memorandum of Understanding.

Done at Paramaribo, on the 14th of December, 2018, in two originals, in the Portuguese and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Institutional Security Cabinet of

the Presidency

SERGIO WESTPHALEN ETCHEGOYEN

Minister of the Institutional Security

Cabinet

For the Directorate of National Security of

the Presidency

DANIËLLE VIEIRA

Director of National Security