

MEMORANDUM OF UNDERSTANDING
ON COOPERATION IN CYBERSECURITY

BETWEEN

THE ISRAELI NATIONAL CYBER DIRECTORATE OF THE
STATE OF ISRAEL

AND

THE GOVERNMENT OF THE REPUBLIC OF CHILE

The Israeli National Cyber Directorate (INCD) and the Government of the Republic of Chile, are hereinafter referred to individually as a "Side" and jointly as the "Sides"

ACNOWLEDGING the importance of cyberspace and its benefits for the economic and social development of countries, as well as the increasing use by the States of information and communication technologies (TIC), networks, information systems and related technology, integrated to the Internet global network;

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.

ACKNOWLEDGING the need to strengthen the resilience of national and sectorial information infrastructures and related technologies, regulation and human resources

DESIRING to strengthen consistent and comprehensive cooperation between both Sides; to promote a free, open, safe, reliable, resilient cyberspace which fosters innovation and can be used as a tool for economic and social development of both countries and the promotion of human rights;

In light of the above-mentioned, the Sides have decided to facilitate bilateral cooperation in the field of cybersecurity by means of this Memorandum of Understanding (hereinafter referred to as "MOU") and have reached the following common views:

Article I

Basic Principals

The purpose of this Memorandum of Understanding is to enhance cooperation and potential exchange of information and best practices between both Sides pertaining to cybersecurity matters of common interest to both Sides.

This MOU

- a. 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; and
- b. Will be implemented subject to and in accordance with the Sides' domestic laws, regulations, policies and international obligations

ARTICLE II

Scope of Co-operation

The scope of co-operation between the Sides shall include areas that the Sides may mutually agree upon, such as exchange of information, human resources, capacity building and exchange of views regarding strategy and cyber security policy for the purposes of this MOU.

The Sides may establish a Joint Working Group (JWG) which may, inter alia:

- a. Assess the state of implementation of the MOU;
- b. Discuss future areas of cooperation;
- c. Mutually determine exchange of delegations;
- d. Meet from time to time, alternatively in Chile and in Israel, as mutually determined by the Sides.
- e. Explore the possibility to hold a joint workshop, including public and private sector experts, to share methodologies, technologies and techniques regarding to protection of Critical Infrastructures, national cyber security and incident response

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

- a. Exchange of delegations and visits as appropriate, based on the availability of funds and resources of both sides.
- b. Exchange of information for effective cyber security incident response;
- c. Exchange of threat response and incident handling information, relating to the other Side and assist in mitigating malicious activities.

- d. Exchange of Policies related to cyber security.
- e. Promoting and developing cooperation in the field of Education, Training and Capacity Building; and
- f. Any other areas of Cooperation within the sides' respective authorities as may be mutually agreed upon.

Article III

Confidentiality

Both Sides may exchange information for the purposes of this MOU. The disclosure of information pursuant to this MOU will be in accordance with the domestic law relating to the disclosure of such Information, and any international legal obligations of both Sides. Neither Side will disclose confidential information obtained from the other Side through the cooperative activities to any third party without the consent of the other Side. Both Sides will comply with any condition or restrictions imposed by the other Side in respect of the handling or disclosure of information.

Article IV

Financial Considerations

Unless otherwise agreed between both sides, each side will provide resources adequate to carry out its own activities under this MOU.

Article V

Modifications

This MOU may be reviewed or modified by mutual written consent of both Sides.

Article VI

Settlement of disputes

Any dispute between the Sides arising from the implementation or interpretation of this Memorandum of Understanding will be settled applicably through consultations between the sides

Article VII

Effectiveness, duration and termination

This MOU will come into effect on the date of the completion of its signature by both Sides and shall have an indefinite duration. Each Side may terminate this MOU at any time, by sending a written notice to the other Side least six (6) months in advance.

The termination of this MOU shall not affect any ongoing projects and initiatives already agreed upon by the Sides, unless the Sides agree otherwise in writing.

**FOR THE ISRALI NATIONAL
CYBER DIRECTORATE**

YIGAL UNNA

Signed at: TEC AVIV

Date: 25/6/19

**FOR THE GOVERNMENT OF
THE REPUBLIC OF CHILE**

[Signature]

Signed at: Jerusalem

Date: 26/06/19