

**MEMORANDUM OF UNDERSTANDING
FOR CYBERSECURITY COOPERATION**

BETWEEN

**THE ADMINISTRATION OF THE STATE SERVICE
OF SPECIAL COMMUNICATIONS AND
INFORMATION PROTECTION OF UKRAINE**

AND

**THE NATIONAL CYBER SECURITY CENTRE SWEDEN WITHIN THE
NATIONAL DEFENCE RADIO ESTABLISHMENT**

The Administration of the State Service of Special Communications and Information Protection of Ukraine, represented by the Chairman of the State Service of Special Communications and Information Protection of Ukraine Oleksandr Potii, who acts on the basis of the Regulation of the Administration of the State Service of Special Communications and Information Protection of Ukraine approved by the Resolution of the Cabinet of Ministers of Ukraine as of September 3, 2014 No. 411, on the one hand, and

The National Cyber Security Centre Sweden, part of the National Defence Radio Establishment (FRA), represented by Director General Björn Lyrvall on the other hand,

hereinafter referred to individually as “**the Participant**” and collectively as “**the Participants**”,

aiming to establish bilateral cooperation between the Participants in the field of cybersecurity, enter into this Memorandum of Understanding (hereinafter – **Memorandum**).

Section 1

1.1 The purpose of this Memorandum is to promote cooperation in the sphere of cybersecurity between the Participants according to the relevant laws and regulations of their countries, and based on the principle of equal benefit and mutual interest.

Section 2

2.1 The Participants may carry out cooperation activities in the field of cybersecurity. This includes the following areas:

- information-sharing, including exchange of information on cyber incidents and cyber threats,
- providing advice and exchange of best practice,
- training, research and innovation and
- other areas determined by the Participants within their competence.

Section 3

3.1 In order to further the purposes of this Memorandum, the Participants may develop work programs consisting of joint activities planned for the relevant period.

3.2 The Participants may engage representatives of public authorities and organizations whose activities are directly related to the purposes of this Memorandum in joint activities with the consent of the Participants.

Section 4

4.1 Each Participant will implement this Memorandum consistent with the laws, regulations, and policies of its country. The Participants may hold joint consultations and meetings to discuss the implementation of this Memorandum.

4.2 To facilitate the cooperation under this Memorandum, each Participant will designate a point of contact to address any aspects of its implementation.

Section 5

5.1 The Participants will ensure the confidentiality and safeguarding of any information exchanged between them in the process of cooperation, in compliance with the relevant national legislation regarding confidential and secret information.

5.2 The Participants intend to commit the public authorities or organizations with whom they further share information to protect the information consistent with this Memorandum.

5.3 The Participants may share cyber-related information, which for example could include indicators of compromise (IOC), related to information the Participants received pursuant to this Memorandum, in a manner that does not attribute or link back to the Participant that provided such cyber-related information.

5.4 When sharing information under this Memorandum, the Participants may provide instructions regarding for example the conditions for the use, storage, processing, dissemination, protection and erasing of such information.

Section 6

6.1 This Memorandum is not a legally binding agreement and identifies the understandings the Participants have reached. This Memorandum is not intended to create any rights or obligations under international law.

6.2 The cooperation covered by this Memorandum must never be used or attempted to be used in order to circumvent respective policy and legal restrictions in either Sweden or the Ukraine. Nor does it alter their respective international obligations.

6.3 The provisions of this Memorandum are not intended to prevent either Participant from cooperating with other countries or from providing them assistance consistent with the provision of applicable international agreements or arrangements, national laws, and related policies of the Participants.

Section 7

7.1 This Memorandum is neither intended to be a commitment of funds, nor a basis for transfer of funds. All obligations of funds and expenditures that may arise are expected to be subject to the Participants respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The Participants acknowledge that there will be no intimation, promise, or guarantee that funds will be available for these purposes.

Section 8

8.1 Any dispute regarding the interpretation or application of this Memorandum will be resolved solely by consultations between the Participants.

Section 9

9.1 This Memorandum will come into effect on the date of signature indicated herein and will remain in effect for a period of five (5) years thereafter, unless terminated by either Participant by giving a written notice to the other Participant at least one (1) month prior to termination.

9.2 This Memorandum may be modified by mutual written agreement of the Participants.

9.3 The modifications to this Memorandum will come into effect on the date mutually determined by both Participants.

Signed at _____ on _____, in duplicate, in the English language.

**On behalf of
the Administration of the State Service
of Special Communications and
Information Protection of Ukraine**

**Oleksandr Potii
Chairman of the SSSCIP**

**On behalf of
the National Cyber Security Centre
Sweden within FRA**

**Björn Lyrvall
Director General**