Memorandum of Understanding Between
The Indian Computer Emergency Response Team (CERT-In)
Ministry of Electronics and Information Technology, Republic of India
And
The Department of Information Communications Technology of the Republic of Seychelles
On
Cooperation in the area of Cyber Security

The Indian Computer Emergency Response Team (CERT-In), Ministry of Electronics and Information Technology of the Republic of India (hereinafter referred to as CERT-In), Electronic Niketan, 6 CGO Complex, Lodi Road, New Delhi-110003 and the Department of Information Communications Technology of the Republic of Seychelles (hereinafter referred to as DICT), hereinafter also referred to individually as the "Participant" and jointly as the "Participants"

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 current;

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 Participants hereby confirm their intention under this Memorandum of Understanding (MoU) to promote closer co-operation and the exchange of information pertaining to the Cyber Security in accordance with the relevant laws, rules and regulations of each country and this MoU and on the basis of equality, reciprocity and mutual benefit.

ARTICLE 2
Scope of Co-operation

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

1. Establish a broader framework for future dialogue relevant to CERT activities in cyber security;
2. Exchange of information on Cyber attacks and mutual response to cyber incidents;
3. Cyber security technology cooperation relevant to CERT activities;
4. Exchange of information on prevalent cyber security mechanisms for incident response and best practices; and
5. Human Resource for capacity building and exchange of experts

ARTICLE 3
Implementation

In order to implement the scope of co-operation identified in Article 2, the Participants shall set up an Expert Group with individuals from each Participant on Cyber Security (hereinafter referred to as "Expert Group") to identify and facilitate the following programmes:

(a) Watch for possible cyber incidents (e.g. Denial of Service attacks, Phishing, Malware attacks, serious scan attacks, and forgery/defacement of government web sites);

(b) Support each other in taking appropriate measures in order to prevent recurrence of such cyber security incidents;

(c) Exchange information on security incidents in order to prevent serious attacks and their recurrence. Direct Video Conferencing (DVC) may be held between both Parties to exchange information.

(d) Exchange assessments of the prevailing IT security trend, as observed by each organisation, periodically;

(e) Organize visits of officials of two Participants on a regular basis to discuss current issues on cyber security.

(f) Invite each other to seminars/conferences held in respective countries to discuss cyber security issues;

(g) Conduct joint research and development on cyber security technologies;
(h) Exchange contact information (email, phone and fax numbers) and secure communication system with suitable encryption for exchanging sensitive information on cyber threats and vulnerabilities;
(i) Holding of joint security drills; and
(j) Any other areas of Cooperation as may be mutually agreed upon.

ARTICLE 4
Expert Group

1. For the purpose of identifying and facilitating programmes under Article 3, the Participants shall designate one or more representatives as members of the Expert Group. 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 Expert Group shall be responsible for defining the scope of co-operation as set out in Article 2 above. The Expert Group 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 Expert Group may hold working meetings alternately in Seychelles and India at a mutually agreed time.

3. The composition of the Expert Group and identification of key deliverables for the Expert Group would be identified and will be agreed by the Participants before each meeting of the Expert Group.

ARTICLE 5
Means of Co-operation

1. All cooperative activities under Articles 2, 3 and 4 of this MoU 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 MoU will be subject to the availability of funds and other resources of the Participants. The

cost of cooperative activities will be shared by the Participants in a manner to be mutually agreed upon.

ARTICLE 6
Intellectual Property Right

1. Each Participant 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 Participants 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 Participant shall disclose nor distribute any third party any information transmitted by the other side in the process of cooperative activities under this MoU, except with the prior written consent of the other Participant.

ARTICLE 8
Amendments

This MoU may be modified or amended as may be required from time to time by mutual written consent of the Participants.

ARTICLE 9
Disputes Settlement

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

ARTICLE 10
Validity

1. This MoU will come into effect on the date of its last signature by the Participants and will remain in effect for a period of three (3) years unless terminated by either Participant giving three (3) months' notice in writing to the other Participant.

2. This MoU may be renewed by mutual written consent of the Participants.

3. The termination of this MoU will 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 Participants, have signed this MoU.

Done at **NEW DELHI on this 24th day of JUNE** in two originals each in English and Hindi languages, both texts being equally authentic. In case of any divergence in interpretation, English text shall prevail.

(Shri M.J. Akbar)
Minister of State for External Affairs

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

(Mr. Charles Bastienne)
Minister for Fisheries and Agriculture

For and on behalf of the Department of Information Communications Technology of the Republic of Seychelles