

Memorandum of Understanding

Between

Thailand Computer Emergency Response Team (ThaiCERT),
Electronic Transactions Development Agency (Public Organization) (ETDA)
Ministry of Digital Economy and Society of the Kingdom of Thailand

And

Vietnam Computer Emergency Response Team (VNCERT),
Ministry of Information and Communications of the Socialist Republic of Vietnam

Thailand Computer Emergency Response Team (ThaiCERT), Electronic Transactions Development Agency (Public Organization), represented by Mrs. Surangkana Wayuparb, Chief Executive Officer of Electronic Transactions Development Agency (Public Organization), located at the Ninth Tower, Grand Rama IX Building (B Building) Floor 20-22, No. 33/4 Rama IX Road, Huai Khwang Subdistrict, Huai Khwang District, Bangkok, Thailand, 10310 (hereinafter referred to as "**ThaiCERT/ETDA**"), as the one party, and

Vietnam Computer Emergency Response Team (VNCERT), Ministry of Information and Communications of The Socialist Republic of Vietnam, represented by Mr. Nguyen Trong Duong, Director General of Vietnam Computer Emergency Response Teams (VNCERT), located at 5th Floor- 115 Tran Duy Hung- Cau Giay- Hanoi, The Socialist Republic of Vietnam (hereinafter referred to as the "**VNCERT**"), as the other party.

ThaiCERT/ETDA and VNCERT recognize that security is essential in the new digital environments and that cooperative effort are crucial in combating criminal activity related to Internet Security while protecting the privacy of Internet users. ThaiCERT/ETDA and VNCERT express in establishing a strategic collaboration that aims to improve collective information security efforts. A long-term collaboration is anticipated with the first step involving the Parties working together to develop and execute a written agreement describing the content and the implementation of the proposed collaboration.

The Parties recognize the need to operate within the existing constraints of their respective missions and policies, pertinent legislation, and available resources. The Parties will work diligently within these constraints to reach a mutually satisfying agreement to realize the full potential of this collaboration.

NOW, THEREFORE, in consideration of the mutual cooperation made hereinafter, referred to together as the "**Parties**", and individually as a "**Party**", hereby agree with the following general provisions and terms as follows:

Article I

Basic Principle and Scope of Cooperation

Whereas the Parties agree to strengthen and promote their coordination in collaboration for their mutual interests in the areas of information security incident response and countermeasures based on the principle of equal rights and mutual advantages, therefore, the Parties agree to establish and implement cooperation in the following domains:

- (1) Exchange, develop, and consolidate their knowledge, information, practical skills, and experiences;
- (2) Exchange their personnel and conduct consultations during the process of collaborative work program(s) and/or project(s) being prepared for;
- (3) Carry out joint activity(ies) (meeting(s), lecture(s), symposia and/or research project(s)) on matters of mutual interest as appropriate;
- (4) Exchange information on the current and planned activity(ies) in the identified field(s); and/or
- (5) Encourage activity(ies) with best endeavor for strengthening the mutual cooperation and relationship.

Article II

Parties' Understandings

This MOU is intended only to provide the general principles and key terms for initial collaboration between the Parties and does not contain all matters upon which agreement must be reached in order for any transactions between the Parties to be consummated.

A binding agreement in respect of some or all of the matters referred to in Article I may be entered into between the Parties at a later stage in the Project Agreement (hereinafter referred to as a "Project Agreement"). However, no provision in this MOU shall oblige the Party to enter into any Project Agreement. The understandings contained herein are intended to govern the ensuing Project Agreement(s) to be executed by the Parties in the future.

Article III

Costs and expenses

Each Party shall bear all costs and expenses incurred by it under or in connection with this MOU. No relationship other than that described in this MOU is established by a reference to this MOU or the anticipated future collaboration. No Party shall commit others without written consent, nothing in this MOU shall be construed as an obligation by one Party to enter into a business relationship with the other Party.

Article IV Confidentiality

Under the term of this MOU, each Party may disclose to the other Party information (a) in tangible form and marked as "Confidential", or (b) identified as confidential before oral disclosure and summarized in writing within seven (7) days after the disclosure date indicating the confidential nature of the information (hereinafter referred to as "Confidential Information"). The Receiving Party shall (i) keep all disclosed Confidential Information strictly confidential and shall not disclose any Confidential Information to third party except disclosure of Confidential Information to its employee or consultant who have a direct "need to know" and the Receiving Party shall proceed such employee or consultant to enter into the separate written agreement in order to be binding the terms and conditions of confidentiality as the same degree of care under this MOU. The Receiving Party shall promptly deliver the certified copy of such separate written agreement to the Disclosing Party as requested; and (ii) use the security management to protect the Confidential Information received from Disclosing Party for protecting any third party to be easily access into the Confidential Information.

The obligations of confidentiality in the preceding paragraph shall survive any expiration or termination of this MOU, but shall not apply to information that: (a) was known to the Receiving Party prior to its receipt of the same from the Disclosing Party without a duty of confidentiality; (b) is rightfully received by the Receiving Party from a third party without a duty of confidentiality or the limitation to use the Confidential Information; (c) is or has become available to the public through no fault of the Receiving Party; (d) is completely independently developed by or on behalf of the Receiving Party, as evidenced by written records produced prior to the disclosure, without reliance on or use of or access to the Confidential Information received hereunder; (e) is required to be disclosed by law or court order provided the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure; and (f) is disclosed after receiving a written consent from the Disclosing Party.

However, the Parties may agree otherwise by specifying in each Project Agreement.

Article V

Use of Trademarks, Logos and Other Intellectual Property Rights

Each Party shall be the proprietor and the owner of intellectual property rights and all rights of the Party's information, inventions, and original work created by such Party before and after the Effective Date of this MOU.

The ownership of intellectual property rights arising out of or pursuant to any activities under this MOU shall be separately determined in each Project Agreement on a case-by-case basis. However, negotiation of a written agreement regarding intellectual property, and technology transfer shall occur prior to the start of the joint project. Any benefits and intellectual properties are generated under the collaborative works should be shared in proportion to the contributors, unless the Parties agreed otherwise in the Project Agreement.

Use of trademarks, logos and intellectual property rights of each Party requires a specific agreement. No license is granted under this MOU to Parties' trademarks, logos or any other intellectual property rights.

Article VI

Notices

All notices and requests in connection with this MOU and/or the Project Agreement shall be validly given in writing and (a) sent by registered post, return receipt requested, postage prepaid, or (b) sent by courier delivery service, receipt acknowledged, fees prepaid to the above addresses of the Parties, or to such other addresses as the Party to receive the notice or request so designates by written notice to the other Party (c) sent by electronic mail (email) signed with a valid digital signature of the authorized representative of the other Party, return receipt requested.

Article VII

Publication

Each Party may, without prior written consent from the other Party, publish general information related to the collaboration under this MOU, and/or may publish the result of the collaboration under this MOU by receiving prior written consent from the other Party. Each Party hereby agrees to display text and/or sign of the collaboration between the Parties on such publication unless the Parties agreed otherwise in writing. The aforesaid publication shall not cause damages to the other Party.

Any publication regarding to the collaboration of the Parties under a Project Agreement, the Parties may agree by specifying in each Project Agreement.

Article VIII

Direct Communication Channel of two Parties

To facilitate the cooperation of incident response activities and sharing of information, the two Parties will establish a direct communication channel between ThaiCERT and VNCERT as follows:

1. ThaiCERT:

Thailand Computer Emergency Response Team, Electronic Transactions Development Agency (Public Organization)

Address: The Ninth Tower, Grand Rama IX Building (B Building) Floor 20-22, No. 33/4 Rama IX Road, Huai Khwang Subdistrict, Huai Khwang District, Bangkok, Thailand.

Phone: +66 2123 1234

Email: report@thaicert.or.th; office@thaicert.or.th

2. VNCERT:

Viet Nam Computer Emergency Response Team, Ministry of Information and Communications

Address: 115 Tran Duy Hung, Cau Giay, Ha Noi, Vietnam.

Phone: + 84 24 36404421; 0934424009

Fax: + 84 24 36404427.

Email: office@vncert.vn; ir@vncert.vn

Article IX

Term and Termination

This MOU shall come into force on the Effective Date and shall remain in effect for a period of Three (3) years from the Effective Date, unless it may be terminated by the Parties or by either Party giving a written notice of termination to the other Party. The effective date of termination of this MOU shall be thirty (30) days after receipt of such notice.

The Parties may agree to extend the term of this MOU by signing an amendment to this MOU.

The termination of this MOU shall not affect the cooperation already in progress under a Project Agreement under Article I and Article II, and the confidentiality under Article III.

This Memorandum of Understanding is made and entered into on April 9..... A.D. 2018, (hereinafter referred to as the "**Effective Date**"), at Bangkok, Thailand in two (02) originals, each in English language, all texts are being equally authentic.


ETDA
Thailand Computer Emergency Response Team


"ThaiCERT/ETDA"

"VNCERT"


**Thailand Computer Emergency
Response Team (ThaiCERT),
Electronic Transactions
Development Agency
(Public Organization) (ETDA):**

**Vietnam Computer Emergency
Response Team (VNCERT),
Ministry of Information and
Communications of The Socialist
Republic of Vietnam:**

By 
Name Mrs. Surangkana Wayuparb
Title Chief Executive Officer of ETDA

By 
Name Mr. Nguyen Trong Duong
Title Director General of VNCERT

Witness 
Name Mr. Chaichana Mitrpant
Title Deputy Chief Executive Officer of
ETDA

Witness 
Name Mr. Nguyen Khac Lich
Title Deputy Director General of
VNCERT