

# MEMORANDUM OF UNDERSTANDING

## ON CYBER AND DIGITAL COOPERATION

BETWEEN

THE GOVERNMENT OF AUSTRALIA

AND

THE GOVERNMENT OF THE KINGDOM OF THAILAND

The Government of Australia, represented by the Department of Foreign Affairs and Trade, and the Government of the Kingdom of Thailand, represented by the Ministry of Digital Economy and Society (hereinafter referred to collectively as “the Participants” and singularly as “the Participant”):

wishing to reflect their desire to promote peace and stability in cyberspace, reduce the risk of cybercrime and maximise opportunities for economic growth and prosperity through digital trade;

noting our shared vision of promoting an open, free and secure Internet that supports innovation, economic growth and social development through strong cybersecurity cooperation;

recognising the interconnected nature of cyberspace and, as leading economies, our shared interest in protecting critical infrastructure and ensuring a safe, reliable and resilient Internet;

recognising the benefits of our close cooperation, including the sharing of information and expertise and working together and with other partners to

combat cyber threats and to secure the future of cyberspace internationally; and

affirming our commitment to the application of international law and norms for the responsible behaviour of States in cyberspace, the development and implementation of practical confidence building measures, including through the ASEAN Regional Forum, and the identification of regional capacity building opportunities;

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

### **Purpose**

1. The purpose of this Memorandum of Understanding (hereinafter referred to as “MoU”) is to promote cooperation in the fields of cyber affairs and the digital economy between the Participants in accordance with the relevant domestic laws, policies and procedures and international obligations of the Participants.

### **Areas of Cooperation**

2. The Participants will cooperate in the following areas:

#### **Cyber Security**

##### **2.1 Information exchange and sharing of best practice cyber security.**

Participants will support exchanges to share domestic laws, national policies, cyber security guidance, and strategies related to cyber security.

- 2.2 **Commitment to international stability in cyberspace.** Participants will work together to deepen understanding of the application of international law and norms to cyberspace, as well as supporting the development and operationalisation of practical confidence building measures in ASEAN to reduce the risk of inter-state conflict arising from significant cyber incidents.
- 2.3 **Cyber skills development.** Identify regional capacity building opportunities, including through the ASEAN Regional Forum that include training and information sharing in cyber policy, policy and operational coordination in government, government and business cooperation, and awareness raising in government, business and the community.

## **Digital Economy**

- 2.4 **Sharing best practice and promoting innovation.** Participants will support sharing of national policies, best practices, and strategies related to the digital economy.
- 2.5 **Other digital and cyber-related cooperation and** activities mutually consented to by the Participants.

## **Entry into Effect, Duration and Termination**

3. This MoU will come into effect on the date of signature by both Participants and will remain in effect for a period of two (2) years, unless terminated by either Participant giving at least one (1) month's written notice prior to the intended date of termination to the other Participant.
4. Termination of this MoU will not affect the implementation of activities that were decided upon or any on-going activity prior to the date of termination.

5. This MoU may be extended at any time within the period it remains in effect by the mutual written consent of the Participants.

### **Non-Binding**

6. This MoU only serves as a record of the Participants' intentions and does not constitute and is not intended to create any legally binding obligations under domestic or international law, and will not be deemed to constitute or create any legally binding obligations or enforceable obligation, express or implied.
7. Nothing in the MoU will alter or affect any existing agreements between the Participants.

### **Fiscal Provisions**

8. Each Participant will bear its own costs associated with its participation in the activities covered in this MoU.

### **Treatment of Confidential Information**

9. Each Participant undertakes to protect the confidentiality of information exchanged between the Participants against unauthorised disclosure and in accordance with the Participant's national laws, regulations, policies or directives. However, this will not apply to cases where the information is publicly available. The Participants have mutually decided that the

provisions of this paragraph will continue to apply notwithstanding the expiration or termination of this MoU.

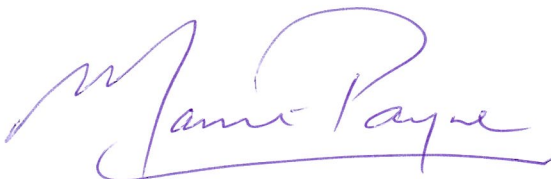
### **Amendments**

10. Either Participant may propose an amendment to this MoU by submitting it in writing to the other Participant. An amendment will be effected only upon the mutual written consent of the Participants.

The foregoing represents the understandings reached between the Participants.

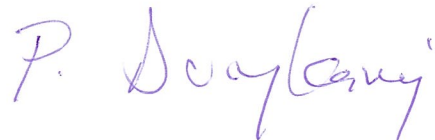
Signed at Bangkok, Thailand on the 10<sup>th</sup> day of January 2019.

**For the Government of Australia**



Senator the Hon Marise Payne  
Minister for Foreign Affairs

**For the Government  
of the Kingdom of Thailand**



H.E. Mr. Pichet Durongkaveroj  
Minister of Digital Economy  
and Society