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Ngjashia Org:		Nr. Prot:	
Org. Jeshin:	<u>Z.Q</u>	St. Prot:	<u>09-06-4042</u>
Org. Limit:		Prot. Nr:	
Nr. Fajllere:		Data:	<u>10.11.17</u>
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MEMORANDUM of UNDERSTANDING

On Consultation Project to Tax Administration of Kosovo

Between

Tax Administration of the Republic of Kosovo

And

Korea Internet & Security Agency

Hereinafter referred to collectively as the "Parties" and individually as a "Party"

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Tax Administration of Kosovo (hereinafter known and referred to as the “TAK”), represented by its Director General Sakip Imeri and the KISA-GCCD of the Republic of Korea (hereinafter known and referred to as the “KISA”), represented by its President

WHEREAS considering the conclusion of international cooperation between both parties, to enhance cooperation, enlargement of dual relationship towards professional development of both parties’ staff, exchange of experiences in priority area from both parties;

WHEREAS considering the increase of mutual assistance, trust and understanding as well;

WHEREAS hoping to promote know-how and advanced methodology through technical assistance, training programs and implementation of innovative projects in the field of cybersecurity.

WHEREAS affirming the determination in respecting the legislation of respective areas, during the work processes of Parties

WHEREAS the Parties agree to establish a non-exclusive framework for cooperation in order to ensure the effective implementation of the affirming the Consultation Project to Tax Administration of Kosovo

and **wishing** to launch a fruitful cooperation in the technology field,

Parties have agreed on MOU as follows:

ARTICLE 1

Basic Principles

1. The Purpose of this Memorandum is to encourage cooperation between the Parties in cybersecurity area in accordance with the relevant laws and regulations of the Republic of Kosovo and the Republic of Korea. The provisions of this Memorandum may not give rise to any legal claim on behalf of either Party or a third party. The provisions herein do not prejudice or assume any particular decisions or undertakings.
2. This Memorandum complements other present and future arrangements on cooperation between the Parties. Any differences between the Parties in the interpretation or application of this Memorandum will be settled amicably by mutual consultation.

ARTICLE 2

Objectives and Areas of Cooperation

1. The overall objective of this MoU is to facilitate collaboration between the Parties to promote projects that foster cooperation between parties, in areas related to cybersecurity.
2. The Parties shall co-operate through the provision of advice on the formulation of a sound and sustainable program for cyber security management information systems', which, in addition to the other, will support the modernization program of TAK.
3. Parties will cooperate in the provision of and exchange of experience in areas of cybersecurity for the benefits of parties.

ARTICLE 3

Coordination

1. To advance the implementation of this MoU, the parties may agree to cooperate jointly with the aim of developing an action plan. The action plan may contain the following information: (a) scope of activities; (b) timeline of activities, (c) financial and non-financial resources that may be committed subject to prior internal approval by each party.
2. Costs that may arise during the implementation of the MOU, shall be covered by Parties, for their own staff.

3. In order to carry out and fulfill the aims of this agreement, each party will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities. Staff of both parties will communicate regularly to discuss progress and plan activities.

ARTICLE 4

Confidentiality

1. Each party undertakes to each other that it shall not, without the prior written consent of the other, which consent shall not be unreasonably withheld, disclose to any person any Confidential Information in the process of cooperative activities, and agree that this undertaking shall survive the expiry or termination of the memorandum irrespective of the reasons for the termination. This provision shall be guided by the laws of the respective Parties.

ARTICLE 5

Severance

1. In the event that any part of this memorandum is or shall become or shall be declared illegal, invalid or unenforceable in any jurisdiction for any reason (including the provisions of any legislation or decision of any competent authority) such part shall be severed from the Memorandum in the jurisdiction in question and such contravention, illegality, invalidity or unenforceability ; Shall not in ways whatsoever prejudice or affect the remaining part of this MOU, which shall continue in full force and effect.

ARTICLE 6

Amendments and termination

1. This Memorandum may be amended at any time by the mutual written consent of the Parties.
2. This Memorandum may be terminated by either Parties giving three months written notice. The Parties will consult to determine how any outstanding matters should be dealt with. Termination will not affect the validity of any contract made under this MOU.

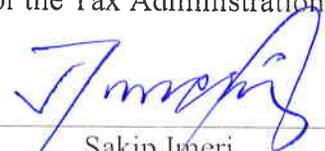
ARTICLE 7

Entry into force

1. This MoU shall enter into force on the date of its signature by both Parties and will remain in effect for three (3) years unless terminated by either Party with a three (3) months' advance written notice to the other Party. No such termination shall affect contractual obligations already entered into by either Party under this MoU.
2. The Agreement will be drafted in English language and be prepared in 2 (two) original copy.

This Memorandum of Understanding is signed on 10, 11, 2017 in Pristina.

For the Tax Administration of Kosovo



Sakip Imeri
Director General

Korea Internet & Security Agency



Park Kwangjin
Director