

MEMORANDUM

Czech Telecommunications Office

Sokolovská 58/219, Prague 9 - Vysočany

ID no.: 70106975

(hereinafter the **CTO**)

and

CZ.NIC, z.s.p.o.

Milešovská 1136/5, 130 00 Praha 3 * -

ID no.: 67985726

Entered in the Association Register maintained by the Municipal Court in Prague, file number L 58624

(hereinafter the **CZ.NIC Association**)

WHEREAS

- A. the CTO is the central administrative authority for state administration in matters governed by Act No. 127/2005 Coll. on electronic communications and amending certain related acts (the Electronic Communications Act), as amended, including market regulation and setting the conditions for doing business in electronic communications and postal services under Act No. 29/2000 Coll. on postal services and amending certain laws (the Postal Services Act), as amended;
- B. the CZ.NIC Association is the administrator of the national .cz domain and the operator of CSIRT.CZ as the security team dealing with, among other things, cyber security and has extensive experience in the proper functioning and security of computer systems and networks; and
- C. the CTO and the CZ.NIC Association are interested in cooperation in areas concerning the activities of the CTO and the activities of the CZ.NIC Association

they hereby conclude this Memorandum on the day, month and year stated below.

I. COOPERATION IN THE AREA OF INFLUENCING STATE ADMINISTRATION ON THE INTERNET AND THE ISSUE OF DOMAIN NAMES

1. The CTO and the CZ.NIC Association will cooperate in fields concerning the Internet, including domain names, Internet management and the involvement of public authorities in this administration.
2. For this purpose, the CTO can provide the CZ.NIC Association information concerning these areas of cooperation that it obtains as an administrative authority, and the CZ.NIC Association will provide the CTO will advice on such information and cooperate in the preparation of CTO reports as an administrative authority.
3. The CTO and the CZ.NIC Association have agreed that the CZ.NIC Association will provide the CTO advice and legislative proposals covering the aforementioned areas.

II. COOPERATION ON SECURITY

1. The CTO and the CZ.NIC Association will cooperate in the field of security and the operation of computer communication systems networks, in all matters relating to the responsibilities of the CTO, particularly through CSIRT.CZ and its involvement in resolving security issues.

III. COOPERATION IN THE DEVELOPMENT OF ELECTRONIC COMMUNICATION NETWORKS

1. The CTO and CZ.NIC Association will cooperate in the implementation of IPv6 and DNSSEC technology in accordance with the State Policy on Electronic Communications “Digital Czech v. 2.0 – the Path to the Digital Economy”.
2. The CTO and the CZ.NIC Association will cooperate in the measurement of the quality parameters of electronic communication networks.

IV. CTO INVOLVEMENT IN CZ.NIC ASSOCIATION ACTIVITIES

1. The CTO and the CZ.NIC Association have agreed that the CTO has as the central administrative authority for state administration in matters covered by legislation on electronic communications the right to appoint one person as a member of the CZ.NIC Collegium pursuant to Article 24.3 of the CZ.NIC Statutes.

V. CONFIDENTIALITY DUTY

1. For the purposes of this Memorandum, confidential information, regardless of its form, will be regarded as all information that one party has not labeled as public and which concerns the identification of computer systems and networks, the location of their individual elements, security, data access, organizational measures, the method of functioning, the organization of access, the structure and content of data, personal data, the possibility of threats, security methods, methods of work and other matters that could affect the security of computer networks and systems.
2. Also regarded as confidential information for the purposes of this Memorandum regardless of its form is information for handling information for which special legislation establishes a confidentiality regime (especially trade secrets, classified circumstances, banking secrets, professional secrets), as well as information that is expressly designated as confidential by either party.
3. Confidential information is not information which during the term of the Memorandum becomes publicly available, assuming this does not occur through a breach of the obligation to protect said information, as well as information obtained under a procedure independent of this Memorandum or the second party, as long as the party that obtains this information is able to prove this fact, and, finally, information provided by a third party which did not acquire such information through a breach of the obligation to protect said information. The breach of obligations listed in paragraphs 1 and 2 shall not be considered violations if the obligation to provide this information is legally mandated.
4. The parties undertake to ensure the protection of confidential information in the usual manner, including by their employees, agents and other cooperating third parties that legitimately provided such information.

VI. FINAL PROVISIONS

1. This Memorandum shall take effect on the date it is signed by representatives of both parties.
2. Each party is also entitled to terminate this Memorandum at any time, with a three-month notice period. However, the obligations of the parties regarding confidentiality and the protection of information do not end with the termination of this Memorandum.
3. Both parties agree that they will cover their own costs related to the activities established in this Memorandum.
4. The contents of this Memorandum are not subject to confidentiality obligations and are not regarded as confidential information. Either party is entitled to publish the full text of the Memorandum.
5. By signing this Memorandum, the parties do not intend to create any mutual legal obligation to one another save for the obligation resulting from their mutual declaration on the manner of cooperation in the areas specified herein.

6. This Memorandum does not commit either party to conclude future agreements, whether relating to the cooperation described in Article I or any other. Hence, neither party has any reason to automatically assume that the result of the activities under this Memorandum will imply the conclusion of any contractual relationship.

Czech Telecommunications Office

CZ.NIC, z.s.p.o.

Signature: _____

Name: Jaromír Novák

Function: Chairman of the CTO Council

Date:

Signature: _____

Name: Ondřej Filip

Function: CEO of the CZ.NIC Association

Date: