

Memorandum of Understanding

between

on the one hand

European Network for Cyber Security, a non-profit member organisation owned by grid operators, having its registered office at Regulusweg 5, 2nd floor, 2516 AC The Hague, The Netherlands, hereby represented by Managing Director (hereinafter “**ENCS**”)

and, on the other hand

The European Distribution System Operators Entity, a non-profit association, incorporated under the laws of Belgium, having its registered office at Avenue de Tervueren 188A/Box 4, 1150 Sint-Pieters-Woluwe /Brussels), Belgium, hereby represented by the Secretary General (hereinafter “**DSO Entity**”).

ENCS and DSO Entity will hereafter be referred to collectively as “**the Signatories**”.

Whereas:

- (a) Regulation (EU) 2019/943 of the European Parliament and Council of 5 June 2019 on the internal market for electricity (recasts) Article 52(1) provides that distribution system operators (DSOs) shall cooperate at Union level through the DSO Entity, in order to promote the competition and functioning of the internal market for electricity and promote optimal management and a coordinated operation of distribution and transmission systems. According to Article 55(1)e one of the tasks of DSO Entity shall be supporting the development of data management, cyber security and data protection.
- (b) ENCS is a European organisation owned by grid operators, both DSOs and transmission system operators (TSOs), with the aim of improving cyber security in the EU.
- (c) With this Memorandum of Understanding (hereinafter “**MoU**”) the Signatories wish to cooperate and share knowledge as well as best practices in the field of cyber security and to combine strengths of both organizations with the intention of supporting the deployment of secure European critical distribution grids and infrastructure.
- (d) The cooperation under this MoU would allow DSO Entity to utilise the expertise of ENCS and bind it with its workstreams to strengthen the development of good practices and security solutions for all European DSOs as well as to gain complementary technical expertise in cyber security.
- (e) The cooperation under this MoU would allow ENCS to strengthen its visibility among DSOs and to expand its expert resource pool as well as to enlarge the community for trusted information and knowledge sharing.

1. Objective

The Signatories express their mutual intention to set up a cooperative relationship between the two organisations with the aim to efficiently use both Signatories’ mutual strengths and expertise in the following areas:

- a) Providing complementary support to the DSO Entity Expert Group on Cybersecurity in the process of carrying out DSO Entity’s tasks coming from the Network Code on Cybersecurity for assignments such as:
 - i. performing cybersecurity risks assessments at EU level,

- ii. creating, implementing, and maintaining procurement recommendation sets for various domains of the DSO grids, including smart metering, distribution/substation automation, electric vehicle charging, DER systems and OT security monitoring,
 - iii. developing guidance for the implementation of European cybersecurity certification schemes in the electricity sector,
 - iv. designing cybersecurity exercises involving field devices (IIoT) and/or SCADAs (OT) and/or IT applications with goal to design processes to detect and respond correctly and also to prepare practical trainings (tabletop and more elaborated exercises).
- b) Combining Signatories skills and know-how on cybersecurity matters with the intention to serve as a hub of expertise, through:
- i. joint meeting preparation, especially by performing the required analysis, contributing to issue mappings and discussions in the DSO Entity Expert Group on Cybersecurity,
 - ii. working on joint security training programmes.

The Signatories express their willingness to cooperate in the abovementioned areas in a way that is constructive, with trust and mutual respect and taking into account the European Union legal framework.

2. Miscellaneous

The MoU is non-binding and shall not be constructed or interpreted to create any legal obligations or rights for the Signatories.

The Signatories acknowledge that any interaction or exchange of information under this MoU shall be done in compliance with:

- i. their obligations under competition law,
- ii. their obligations not to disclose commercially sensitive information,
- iii. their obligations to protect personal and operational data, and
- iv. any other legal obligation under national EU law.

Further, the Signatories acknowledge that nothing in this MoU:

- i. is a commitment of financial resources by any of the Signatories,
- ii. will restrict any Signatory's individual interactions with third parties on the collaboration activities covered by this MoU.

This MoU will enter into force once the Signatories sign a non-disclosure agreement that covers the exchange of information coming from the cooperation under this MoU, especially regarding sharing information named in p 1 "Objective".

The functioning and effectiveness of cooperation under this MoU shall be reviewed or amended whenever deemed necessary by both Signatories. Any amendment to this MoU requires the mutual consent of Signatories and shall be done in writing.

This MoU shall remain in force for three (3) years with the option to prolong one (1) additional year on mutual agreement by both Signatories. Either of the Signatories may terminate this MoU at any time by giving written notice. If the MoU is terminated by either of the Signatories, steps should be taken to ensure that the termination does not affect any prior project or activity already in progress.

Paris,
Peter Vermaat, Secretary General
DSO Entity

Paris,
Anjos Nijk, Managing Director
ENCS