MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE FIELD OF DIGITAL DEVELOPMENT

BETWEEN

THE MINSTRY OF ICT AND INNOVATION OF THE REPUBLIC OF RWANDA

AND

MINISTRY OF ECONOMIC AFFAIRS AND COMMUNICATIONS OF THE REPUBLIC OF ESTONIA

MAY 2019

The **Ministry of ICT and Innovation (MINICT) of the Republic of Rwanda** and the **Ministry of Economic Affairs and Communications of the Republic of Estonia**; ("Rwanda" and "Estonia", hereinafter also referred to singularly as the "Party" and collectively as the "Parties");

CONSIDERING that digital development is a major factor in social and economic development in each country and region in the 21st century, including for achievement of Sustainable Development Goals;

ALSO CONSIDERING the benefits that may arise from the cooperation of the Participants in the field of digital development for national development in this regard,

RECOGNISING the progress made in Estonia in digital development, especially with regard to the creation of the digital economy and government platforms and digital services;

RECOGNISING ALSO the progress made by Rwanda to build up digital infrastructure and services as well as the ambition to become a digital development hub for wider region in Africa;

BUILDING ON the recent exchanges and existing relations between public authorities and tech communities of both countries;

PURSUANT TO the prevailing laws and regulations of their respective countries;

WISHING TO make the partnership of our countries deeper overall;

have reached the following Memorandum of Understanding (hereinafter referred to as "MoU"):

SECTION 1
Objective

The objective of this MoU is to develop cooperation and to promote relations and mutual understanding between the Parties in area of digital development.

SECTION 2
Areas of Cooperation

The Parties will encourage, facilitate and engage in cooperation in the following areas:

1. Exchange best practices, experiences and expertise in innovative and effective digital government and economy solutions, policies and regulations, governance models;

2. Organize joint events, site or study visits, exchanges between and of officials and other experts, exchange of materials and information, and initiate other activities in the field of digital development of knowledge exchange and fostering of co-operation between the two countries and various institutions;
3. Development of policy initiatives, proof-of-concepts, demo or pilot solutions or projects;
4. Promoting cooperation and facilitating partnerships of technology companies and communities for joint innovation initiatives and development of digital services in both countries as well as beyond;
5. Talent development and capacity building for making effective digital development possible, for example, by training programs or otherwise;
6. Promoting cooperation between educational and/or research institutions for the aforementioned purposes;
7. Other areas as jointly decided by the Parties to be of mutual benefit and supporting the achievement of the aims of this MoU.

SECTION 3
Implementation

1. The Parties designate the following institutions as their coordinating representatives, responsible for the arrangement of collaboration and implementation of this MOU:

Estonia:	Estonian Association of Information Technology and Telecommunications (ICT cluster), and e-Governance Academy;
Rwanda:	Rwanda Information Society Authority (RISA).

2. The Parties may invite other institutions, including from private sector and non-governmental sectors, or other levels of government, to participate in the work and assign them responsibility for the implementation of particular activities.
3. The effective implementation may include, *inter alia*, evaluation, pre-qualification and nomination of suitable private companies or other institutions or experts from their respective countries to implement as well as partner and collaborate together in development projects.
4. The Parties will collaborate to decide, on a case by case basis, how their joint activities will be funded and resourced.

SECTION 4

Financial Arrangement

Cooperation activities under this MoU shall be subject to the availability of funds. Unless otherwise provided for in implementing arrangements, each Party or participating entity shall bear the cost of its participation and that of its personnel in cooperation activities under this

Memorandum of Understanding. Should either Party or an entity thereof wish to use technical or professional services made available to it by the other Party, the responsibility for costs, both direct and indirect, shall be agreed upon in advance by the entities involved.

Both Parties may jointly decide to request the participation of the third parties in the financing and implementation of the programs and projects which will be carried out within the frame work of this Memorandum of understanding.

SECTION 5
Protection of Intellectual Property Rights

1. Each Parties will protect, within its territory, intellectual property rights of the other Participant in accordance with the domestic law in force in their respective countries.
2. In case specific arrangement, programs of projects may affect any intellectual property rights, the Parties will conclude separate arrangement in accordance with their respective regulations

SECTION 6
Confidentiality

Neither Party will disclose nor distribute to any third party any information transmitted by the other Party in the process of cooperative activities under this MoU and considered as confidential, except as may be authorised in writing to do so.

SECTION 7
Use of Name and Logo

No Party will use the name of another Party as an endorsement, or the other Party's logo (or any variation thereof), without first obtaining the relevant Participant's written consent.

SECTION 8
Limitation of Personnel Activities

Each Party shall take reasonable measures to make sure that its personnel engages in the activities under this MoU and respects political independance, sovereignity and integrity of the host country within the scope of this MoU.

SECTION 9
Entry into Effect

This MoU shall come into effect on the date of its signature by both Parties.

SECTION 10

Non-Binding Force of the MoU

The Parties acknowledge that this MoU is non-binding and gives rise to no legal obligations.

SECTION 11

Fairness

Each Party intend to use the best effort in good faith to work together to achieve the objectives of the MoU.

SECTION 12

Duration

This MoU will remain in effect for a period of 5 (five) years. Thereafter, it will be renewable for further period of three years by mutual written consent of the Parties

SECTION 13

Amendment and Review

This MoU may be reviewed and amended at any time by mutual written consent of the Parties. Such amendment will come into effect on such date as may be determined by the Parties and will form an integral part of this MoU.

SECTION 14

Settlement of Disputes

Any disputes or differences arising out of the interpretation, application and implementation of this MoU shall be settled amicably through consultations and negotiations in good faith.

SECTION 15

Termination

Either Party may terminate this MoU at any time by giving written notification at least three months prior to the intended date of termination.

Unless otherwise specifically agreed, the termination of this MoU will not affect the validity and duration of any arrangements, programs, activities or projects made under this MoU until the completion of such arrangements, programs, activities or projects.

IN WITNESS WHEREOF, the undersigned being duly authorized hereto, have signed this MoU.

THUS DONE AND SIGNED IN DUPLICATE in Tallinn, Estonia on 23rd of May 2019 in two originals in the presence of the witnesses.

Ministry of Economic Affairs
and Communications
of the Republic of Estonia

Siim Sikkut
Government CIO / Deputy Secretary-General for IT and Telecom

Ministry of ICT and
Innovation of the Republic of
Rwanda

Hon. Paula INGABIRE
Minister of ICT and Innovation