MEMORANDUM OF UNDERSTANDING

BETWEEN
MINISTRY OF ECONOMIC AFFAIRS AND COMMUNICATIONS OF THE REPUBLIC OF ESTONIA

AND

THE MINISTRY OF COMMUNICATION TECHNOLOGIES OF THE REPUBLIC OF TUNISIA

ON COOPERATION IN THE FIELD OF DIGITAL DEVELOPMENT

The **Ministry of Economic Affairs and Communications of the Republic of Estonia**; and the **Ministry of Communication Technologies of the Republic of Tunisia** ("Estonia" and "Tunisia", hereinafter also referred to singularly as the "Participant" and collectively as the "Participants");

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 society and economy for national development in this regard,

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
Basic principles and objective

1. The objective of this MoU is to develop cooperation and to promote relations and mutual understanding between the Participants.
2. This Memorandum is a statement of intent of the Participants and it will not create any binding legal obligations for either Participant. The provisions of this MoU will not give rise to any legal claim on behalf of either Participants or any third party. The provisions of this MoU do not prejudge or assume any particular decisions or undertakings.
3. Any differences between Participants in the interpretation or application of this MoU will be settled amicably by mutual consultation.

SECTION 2
Areas of cooperation

The Participants 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. Identify challenges and find out the effective and priority use-cases and roadmap for digital government;
4. Review and/or design of legislation and policies in the area of e-governance;
5. Development of different solutions necessary to build up successful e-governance system;
6. Awareness and capacity building on Digital Development;
7. Disseminating best practices in area of digital government, based on both Participant's experience;
8. Development of policy initiatives, proof-of-concepts, demo and/or pilot solutions or projects in field of digital government;
9. 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;
10. Promoting cooperation between educational and/or research institutions, especially on Digital Development;
11. Other areas as jointly decided by the Participants to be of mutual benefit and supporting the achievement of the aims of this MoU.

SECTION 3
Implementation

1. The Participants 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)
Tunisia:	The Ministry of Communication Technologies of the Republic of Tunisia

2. The Participants 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 in the development of different projects.
4. The Participants will collaborate to decide, on a case by case basis, how their joint activities will be funded and resourced.

SECTION 4
Protection of Intellectual Property Rights

1. Each Participant 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 Participants will conclude separate arrangement in accordance with their respective regulations.

SECTION 5
Confidentiality

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

SECTION 6
Use of Name and Logo

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

SECTION 7
Entry into Effect, Duration and Termination

1. This MoU will come into effect on the date of its signing.
2. This MoU will remain in effect for a period of 5 (five) years. Thereafter, it will automatically be renewed for further periods of three years at a time, unless either Participant gives 6 (six) months' written notice in advance through the diplomatic channel to the other Participant of its intention to terminate this MoU.
3. MoU may be reviewed and amended at any time. By mutual written consent of the Participants. Such amendment will come into effect on such date as may be determined by the Participants and will form an integral part of this MoU.
4. The termination of this MoU will not affect this validity and duration of any arrangements, programs, activities or projects made under this MoU until the completion of such arrangements, programs, activities or projects unless the Participants decided otherwise.

The MoU has been signed in two original copies in English in Tallinn on 16 May 2022.

Ministry of Economic Affairs and Communications
of the Republic of Estonia

Andres Sutt
Minister of Entrepreneurship and Information Technology

Ministry of Communication Technologies of the Republic of Tunisia

Nizar Ben Neji
Minister of Communication Technologies