

**MEMORANDUM OF COOPERATION
BETWEEN
THE GOVERNMENT DIGITAL SERVICE
OF THE UNITED KINGDOM
AND
THE DIGITAL AGENCY OF JAPAN
IN THE AREA OF DIGITAL GOVERNMENT**

The Digital Agency of Japan and the Government Digital Service (GDS), acting as part of the Cabinet Office of the United Kingdom Government, hereinafter referred to individually as a "Participant" and collectively as "the Participants", have reached the following common recognition:

This Memorandum of Cooperation (MoC) recognises that:

- (i) The Digital Agency is committed to realising the opportunity of digital innovation to support more widespread adoption of digital tools, to better serve the people of Japan.

- (ii) The UK Government is building a digital government based on user needs. It is building on openness and transparency to strengthen people's trust in government and deliver digital public services. In doing this, it is changing the way the UK Government provides services, thereby saving money, supporting growth and building the UK digital economy. The GDS mission is to build a simple, joined-up and personalised experience of government for everyone.

**Section 1
Cooperation**

1. The Participants have come to the following mutual recognition:
 - a. With a view to assist each other to become better at what they do, the Participants will focus their cooperation in the following areas:
 - i. User-centred design and design system
 - ii. Digital procurement reform
 - iii. Digital skills and capability
 - iv. Digital governance, standards and assurance

- v. Digital government services, including common components like online payments and messaging platforms
 - vi. Tech and government cloud
- b. The Participants will exchange information, experience and lessons learnt on digital government transformation and reforming traditional approaches to technology.

Section 2 Principles

2. The Participants endeavour to work towards and conduct their activities based on principles of:
- a. User-centred design—designing digital government services to serve the needs of citizens and businesses.
 - b. Supporting open, inclusive and transparent government—including promoting open standards and open source technology; and
 - c. Embedding accessibility into service design and delivery.

Section 3 Financial arrangements

3. The Participants will jointly decide on a case-by-case basis how initiatives will be funded and resourced. The Participants may designate other institutions or organisations to lead on activities decided by mutual consent as appropriate. Each Participant will remain liable for any losses or bear liabilities incurred due to their own or their employee's actions and neither Participant intends that the other will be liable for any loss it suffers as a result of this MoC.

Section 4 Confidentiality

4. Any information produced as the result of the cooperative activities carried out under this MoC will be used exclusively by the Participants. Such information may only be disclosed by a Participant:
- a. With the prior written consent of the other Participant; or
 - b. To the minimum extent that Participant is required to do so by applicable law or by order of a court or as required by the rules and

regulations of any regulatory body or any enquiry or investigation by any governmental, parliamentary or official body which has the power to compel disclosure.

Section 5 Non-legally Binding

5. This MoC does not constitute or create, and is not intended to constitute or create any legally enforceable rights or obligations, including financial rights or obligations, whether under international or domestic law.

Section 6 Disputes

6. Any dispute about the interpretation or application of this MoC will be resolved by consultations between the Participants, and will not be referred to any national or international tribunal or third party for settlement.

Section 7 Duration, Commencement and Termination

7. This MoC will commence on the date of the signature of both Participants and will continue, at the discretion of the Participants, for three (3) years.
8. The Participants may renew this MoC for a period of three (3) years at a time upon their mutual written consent.
9. The Participants may modify this MoC upon their mutual written consent.
10. A Participant may terminate this MoC for any reason by giving three (3) months written notice to the other Participant.

Signed in duplicate on 31 October 2022 in English.

KONO Taro, Minister for Digital
Transformation
For the Digital Agency of Japan

Jeremy Quin MP, Paymaster General
and Minister for the Cabinet Office

Tom Read
CEO and Director General
For the GDS, Cabinet Office of the
United Kingdom of Great Britain and
Northern Ireland