

**MEMORANDUM OF COOPERATION**

**BETWEEN**

**THE DIGITAL AGENCY OF JAPAN**

**AND**

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

**ON COOPERATION IN THE FIELD  
OF DIGITALIZATION**

**The Digital Agency of Japan and the Ministry of Economic Affairs and Communications of the Republic of Estonia;** (hereinafter also referred to individually 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 21<sup>st</sup> century, in building a human-centered digital society that leaves no one behind and “contributes to the happiness of every individual by allowing citizens to choose digital services suited to their needs;

**ALSO CONSIDERING** that on global level, digitalization is also a foundation for achievement of Sustainable Development Goals;

**ALSO CONSIDERING** the benefits that may arise from the cooperation of the Participants in the field of Information and Communication Technology (ICT) for national development in this regard;

**RECOGNISING** the progress and commitments by both Participants in digital development, especially with regard to the advancement of the digital economy and the creation of government platforms for digital services;

**BUILDING ON** the recent exchanges and existing relations in the digital field between public authorities, private companies and technology communities of both countries;

**PURSUANT TO** the existing laws and regulations of their respective countries; and

**WISHING TO** make the partnership of our countries deeper overall;

Have reached the following common recognition (hereinafter referred to as “MoC”):

## **SECTION 1**

### **Basic principles and objective**

1. The objective of this MoC is to develop cooperation and to promote relations and mutual understanding between the Participants.
2. This MoC is a statement of intent of the Participants and it will not create any binding, legal nor financial rights or obligations for either Participant. The sections and paragraphs of this MoC will not give rise to any legal claim on behalf of either Participant or any third party. The sections and paragraphs of this MoC do not prejudge or assume any particular decisions or undertakings.
3. Any differences between the Participants in the interpretation or application of this MoC 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:

- a) Exchange best practices, experiences and expertise in innovative and effective digital government and society solutions, policies and regulations, innovative public procurement and governance models; The focus will be set on, but not limited to the usage and implementation of the digital ID, certifications, secure data exchange layer, cloud services, secure data usage and standardization, data protection and privacy rules and cyber security. Both participants will work together with a view to materializing the concept of the Data Free Flow with Trust (DFFT) and implementing Trusted Connectivity.
- b) Organize joint events, expert level site or study visits, exchanges between and of officials and other experts (possibly once a year physically or digitally), 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;
- c) Explore the possibility of formulating an arrangement for the realization of the exchange of experts or officials for a certain period of time in order to explore potential cooperation areas in a deeper manner.
- d) Identify challenges and find out the effective and priority use-cases and roadmap for digital government development;
- e) Develop policy initiatives, proofs-of-concepts, demo and/or pilot solutions or projects in the field of ICT;
- f) Explore the possibility of 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;

- g) Explore the possibility of joint initiatives towards collaboration on boosting digital development in third countries; and
- h) Other areas as jointly decided by the Participants to be of mutual benefit and supporting the achievement of the aims of this MoC.

### **SECTION 3 Implementation**

1. The Participants designate the following institutions as their coordinating representatives, responsible for the arrangement of collaboration and implementation of this MoC:
  - Estonia: Ministry of Economic Affairs and Communications of the Republic of Estonia
  
  - Japan: The Digital Agency of Japan
2. The Participants may invite other institutions, or other levels of government, to participate in the work and assign them responsibility for the implementation of particular activities.
3. In order to implement any collaborative activity of common interest in the areas and the forms as referred to in Section 2 above, the Participants may negotiate and accept implementing arrangements in accordance with their respective laws and regulations as well as internal rules and procedures.
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 line with the domestic law in force in their respective countries.
2. In case specific arrangements or programs of projects may affect any intellectual property rights, the Participants will formulate separate arrangements in line with their respective regulations.

### **SECTION 5 Confidentiality**

1. Both Participants will keep confidential any information in their possession received from the other in the course of implementation of this MoC. Such information and any information produced as a result of the cooperative activities under this MoC will only be used for the benefit of the Participants
2. 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 MoC and considered as confidential, except as may be authorised in writing to do so.

## SECTION 6

### Commencement, Duration, Modification and Termination

1. The Cooperation under this MoC will commence on the date of its signing.
2. This MoU will continue for a period of three (3) years. Thereafter, it will automatically be renewed for further periods of one (1) year, unless either Participant gives six (6) months' written notice in advance to the other Participant of its intention to terminate this MoC.
3. MoC may be reviewed and modified at any time by mutual written consent of the Participants. Such modifications will be integrated into this text on such date as may be determined by the Participants and will form an integral part of this MoC.
4. The termination of this MoC will not affect the validity and duration of any arrangements, programs, activities or projects made under this MoC until the completion of such arrangements, programs, activities or projects unless the Participants decide otherwise.
5. Each Participant will designate a Point of Contact (POC). The POC will serve as the principal coordinator of information and activities between the Participants.

Signed in two original copies in English language in Tallinn on the 6<sup>th</sup> of May, 2022.

Digital Agency of Japan

Ministry of Economic Affairs and  
Communications  
of the Republic of Estonia

**MAKISHIMA Karen**  
**Minister for Digital**

**Andres Sutt**  
**Minister of Entrepreneurship and  
Information Technology**