

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
"TURKMENARAGATNASHYK" AGENCY UNDER THE  
AGENCY FOR TRANSPORT AND COMMUNICATIONS OF THE  
CABINET OF MINISTERS OF TURKMENISTAN  
AND  
THE UNITED NATIONS DEVELOPMENT PROGRAMME**

This Memorandum of Understanding ("MOU") is entered into by the "Turkmenaragatnashyk" Agency under the Agency for transport and communications of the Cabinet of Ministers of Turkmenistan, Ashgabat (Turkmenistan), (the "Turkmenaragatnashyk") and United Nations Development Programme ("UNDP"), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA). "Turkmenaragatnashyk" and UNDP the are hereinafter referred to individually as a "Party" and jointly as the "Parties".

**WHEREAS**, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

**WHEREAS**, UNDP represented by the UNDP Country Office in Turkmenistan, is interested in enhancing its development activities in the field of digital transformation of public administration and improving the efficiency in public services delivery to the population and businesses for the sustainable development of Turkmenistan;

**WHEREAS**, the Parties wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts; in the field of digital transformation of public services;

**NOW, THEREFORE**, the Parties wish to express their intention to cooperate as follows:

## **Article I**

### **Purpose and Scope**

The purpose of this MOU is to provide a framework for the non-exclusive cooperation and facilitate and strengthen collaboration between the Parties in the areas of common interest identified in Article II below, including, in the field of digital transformation of public administration and improving the efficiency of the provision of public services to the population and businesses for the sustainable development of Turkmenistan by providing support in the development of national strategies and programs, improving regulatory legal acts, assisting in the application of international best practices, increasing the level of potential and competencies of the National Partner's employees in sphere of digital transformation of public administration.

## **Article II**

### **Areas of Cooperation**

The Parties have identified the following activities in which cooperation may be pursued, with each Party operating subject to its respective mandates, regulations, rules, policies and procedures:

i. Conducting consultations on the implementation of the system of interdepartmental electronic interaction (hereinafter referred to as SIEI), including the development of strategies, joint programs and plans, as well as providing recommendations on changing the regulatory legal framework aimed at the full implementation of the SIEI system in Turkmenistan;

ii. Providing advice on building a user authentication center, including the development of strategies, joint programs, and plans, as well as providing recommendations on changing the regulatory legal framework aimed at building a user authentication center for SIEI in Turkmenistan; and

iii. Other activities aimed at implementing the Concept for the Development of the Digital Economy in Turkmenistan for 2019-2025 and the State Program for the Development of the Digital Economy in Turkmenistan for 2021-2025.

### **Article III**

#### **Consultations and Exchange of Information**

3.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 The Parties will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations will be subject to the procedures applicable to such meetings or conferences.

### **Article IV**

#### **Visibility**

The Parties recognize the importance of providing visibility to their cooperation under this MOU and therefore agree to acknowledge the role and contribution of each Party in all public information documentation relating to activities covered by this MOU. The Parties agree to use each Party's name and emblem in accordance with the regulations and policies of each Party and subject to prior written approval of each Party.

### **Article V**

#### **Term, Termination, Renewal, Amendment**

5.1. The proposed cooperation under this MOU is non-exclusive and will have an initial term of five (5) years from the Effective Date, as defined in Article XI ("Effectiveness"), unless terminated earlier by either Party upon two (2) months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of five (5) years under the same terms and conditions.

5.2 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU, which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.

5.3 This MOU may be amended only by mutual written agreement of the Parties, signed by their duly appointed representatives.

## **Article VI Notices**

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For the "Turkmenaragatnashyk": Khudaiguliyev Khadzhimurat, Chairman of the Agency "Turkmenaragatnashyk" under the Agency for transport and communications of the Cabinet of Ministers of Turkmenistan.

Archabil Avenue 88, Ashgabat, 744 036, Turkmenista.

For UNDP: Narine Sahakyan, Resident Representative of UNDP in Turkmenistan.

Country Office of United Nations Development Program, UN Building, 21 Archabil Avenue, Ashgabat, 744036, Turkmenistan.

## **Article VII Legal Provisions Relating to Implementation**

7.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU is an expression of intent and does not constitute a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; (d) all of UNDP's activities envisaged hereunder are subject to the availability of funding; (e) any funds received

by UNDP shall be used, and all UNDP activities further to this MOU will be carried out, in accordance with the project documents agreed between UNDP and the Government of Turkmenistan, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) each Party shall be responsible for its acts and omissions and those of its employees, contractors and subcontractors in connection with this MOU and its implementation.

7.2 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement related thereto will be concluded between the Parties prior to such activity being undertaken.

7.3. The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement(s) to regulate such issues and rights.

7.4. "Turkmenaragatnashyk" Agency under the Agency for transport and communications of the Cabinet of Ministers of Turkmenistan represents that it has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

7.5 In the event of inconsistency between any provision of this Article VII and a provision of another section of the MOU, this Article VII shall prevail.

## **Article VIII Settlement of Disputes**

Any dispute between UNDP and the "Turkmenaragatnashyk" relating to this MOU will be settled amicably by the Parties through direct negotiation.

## **Article IX Privileges and Immunities**

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Article X**  
**Effectiveness**

This MOU is written in the English and Russian languages and both languages shall have equal validity. If there is any conflict or inconsistency between the Russian version and the English version, the English shall be the governing and prevailing version.

This MOU will become effective on the date in which it is duly signed by both Parties ("Effective Date").

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

**For**  
**"Turkmenaragatnashyk" Agency**  
**under the Agency for transport and**  
**communications of the Cabinet of**  
**Ministers of Turkmenistan**



**Khudaiguliyev Khadzhimurat**  
**Chairman of the Agency**  
**"Turkmenaragatnashyk"**

Date 18.03.21

**For**  
**United Nations**  
**Development Programme**

**Narine Sahakyan**  
**Resident Representative of**  
**UNDP in Turkmenistan**



Date 18.03.21