

Memorandum of Cooperation

Between

the Digital Agency of Japan

and

the Federal Public Service for Policy and Support (BOSA)

of the Kingdom of Belgium

in the Field of Information Communication Technology and Digital Transformation

The Digital Agency of Japan and the Federal Public Service for Policy and Support (BOSA) of Belgium (hereinafter collectively referred to as the “Participants” and individually as a “Participant”)

CONSIDERING the interest of the Participants to examine ways and means to promote bilateral cooperation in the field of Information Communication Technology and Digital Transformation (hereinafter referred to as “ICT&DT”);

CONSIDERING the developmental partnership established between the Digital Agency of Japan and the Federal Public Service for Policy and Support of the Kingdom of Belgium and the privileged relations of the two countries deriving from developmental reasons, as well as from the growing political, economic, social and cultural relations;

DESIRING to develop and strengthen industrial, technological and commercial cooperation in the ICT&DT sector and to implement institutional and capacity building cooperation programmes aimed at fostering partnerships between the Participants;

RECOGNISING the need to promote substantial links in the ICT&DT sector between the Participants with a view to maximize the existing abilities and opportunities of the Participants;

CONSIDERING the rising challenges and opportunities coming from radically changing ICT&DT environment for delivery of services to the citizens in a timely and efficient manner;

RECOGNISING the potential for intensive trade between the Participants in the ICT&DT sector and intending to promote business cooperation in ICT&DT between the Participants with a view to leveraging capabilities and opportunities of the Participants.

RECOGNISING the potential of the Participants in the field of ICT&DT sector and the need to leverage capabilities and opportunities of each Participant;

HAVE REACHED the following recognition:

ITEM 1

Objectives for Cooperation

The objective of this Memorandum of Cooperation (hereinafter referred to as this “MoC”) is to develop a long-term and sustainable cooperation, on the basis of equality and mutual interest in the areas of ICT&DT in line with the relevant laws and regulations of each country and based on the principle of equality, reciprocity and mutual interest. This MoC does not create any legally binding rights or obligations on each Participant.

ITEM 2

Areas of Cooperation

The main areas of cooperation between the Participants will include, but will not be limited to the following:

- 1) Cooperation and sharing of best practices in the areas of ICT&DT policy, technology and research with special emphasis on:
 - eID & eWallet
 - Cross-border interoperability
 - Privacy & data
 - Green IT
 - Vision for a Digital Garden City Nation / Smart City
 - New technologies: IoT and robotics
- 2) Cooperation in the area of eGovernance and e-Public Services Delivery through sharing of best practices, participation in conferences, study visits and exchange of experts;
- 3) Exploring the feasibility of establishment of Japan-Belgium Information Technology Cooperation through such bilateral initiatives as business exchanges, joint studies, sharing knowledge;
- 4) Cooperation where possible in any area of topics that are part of the Japan-EU Digital Partnership;

ITEM 3

Funding and Resources

1. The conduct of cooperative activities, carried out under this MoC will be subject to availability of existing funds and other resources of the Participants.

2. Unless otherwise decided by the Participants in writing, all costs and expenses incurred by a Participant in relation to or in connection with this MoC will be borne solely by the Participant that incurred such costs and expenses.

ITEM 4

Implementation of this MoC

1. This MoC will be implemented by recommendation of a Technical Working Group on ICT&DT (hereinafter referred to as “the Working Group”) composed of the representatives of each Participants. The composition of the Working Group and key deliverables will be identified and will be decided by the Participants before each meeting of the Working Group.

2. The Working Group will have the task of defining methodologies, mechanisms, and procedures for the development of the activities provided in this MoC, including the feasibility and the financial requirements where appropriate.

3. The Working Group will meet once a year. The meeting location will be in turning roles in Japan or Belgium unless decided otherwise through exchange between the Participants.

ITEM 5

Intellectual Property Rights

1. Each Participant will ensure appropriate protection of intellectual property rights generated from cooperation in line with this MoC, consistent with each Participant’s respective laws, rules and regulations and international agreements to which the Participant is party.

2. The Participants will not assign any rights and obligations whatsoever arising out of the intellectual property rights generated to inventions/activities carried out under this MoC to any third party without consent of the other Participant.

ITEM 6

Confidentiality of Information

Neither Participant will disclose or distribute any confidential information that is supplied by the other Participant, in the conduct of cooperative activities under this MoC, to any third party, except as and to the extent authorized in writing by the Participant supplying/providing such information or when required by law in force in the country of that Participant and inform the other Participant about the potential case beforehand.

ITEM 7
Dispute Settlement

The Participants will settle any dispute or difference regarding the interpretation and application of this MoC through amicable consultation and negotiation.

ITEM 8
Commencement of Cooperation, Revision of this MoC and Intent of Termination

1. Cooperation under this MoC will commence on the date of its signature by the designated representatives of the Participants and will continue for a period of three (3) years and thereafter this MoC may be extended at any time within the period of its operation by mutual written consent of the Participants. This MoC may be terminated by either Participant after giving at least six (6) months' prior notice in writing to the other Participant.
2. The termination of this MoC will not affect cooperative activities already in progress under this MoC.
3. This MoC may be revised by consent of the Participants in writing. Such revision will be applicable from the date of the written confirmation by the Participants to each other.

Signed on 5 December 2022, in English.

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

Mathieu Michel, For and on behalf of
the Federal Public Service for
Policy & Support of Belgium