

**MEMORANDUM OF UNDERSTANDING (MOU) FOR THE ESTABLISHMENT OF
D-8 MEMBER STATES' WORKING GROUP FOR COOPERATION IN
TRANSPORT AND INFORMATION TECHNOLOGIES RESEARCH AND
DEVELOPMENT**

RECOGNIZING the need that research & development activities in the fields of transport and information technologies among D-8 Member States should be coordinated to the maximum possible extent for the utilization of resources;

RECOGNIZING that research and development has important role in global, regional and national economic development;

RECOGNIZING that the research and development activities are crucial to achieve sustainable development;

RECALLING that regional, inter-regional and global cooperation could be used as important tools to enhance activities of research and development in transport, and information technologies sector;

The Governments of D-8 Member States (hereafter referred to as "Parties") have concluded this Memorandum of Understanding (MoU):

Article 1

Transport and Information Technologies R&D Cooperation

The Parties agree to establish a cooperation and coordination mechanism in the field of transport and information technologies research and development with the name of "D8 Member States Transport and Information Technologies Research and Development Cooperation"

Article 2

Purpose and Objective

1. The purpose of establishing this cooperation is to enable the Parties to cooperate and coordinate amongst themselves and other regional organizations and international institutions, and the industry and the universities, on all research & development activities in the fields of transport and information technologies.
2. The overall objective of this cooperation is to enhance the collective capacity and utilization of resources in the most possible extent in the areas covered by this Memorandum of Understanding.
3. The actions taken to achieve the overall objective should take into account the relevant national plans/programmes implemented by the Parties as well as the particular concerns and requirements of the Parties and the needs of the stakeholders.

Article 3

Cooperation Scope and Activities

1. The main areas of cooperation between the Parties will be the development of programs and projects related to R&D in transport and information technologies in which the Parties may have a common interest, and the holding of bilateral consultations and other activities such as joint training, technical assistance and visits to their own installations or equipment. Such cooperation may include:

- (a) Road Transport
- (b) Railway Transport
- (c) Maritime Transport
- (d) Civil Aviation
- (e) Aviation and Space Technologies
- (f) Information and Communications Technologies
- (g) Any other areas of cooperation that may be jointly decided upon by the Parties.

2. Cooperation under this MoU will include a number of activities such as the exchange of information on the Parties' policies, laws and regulations, visits of senior officials, experts and trainees to whole countries, jointly organized symposiums, seminars and conferences on themes of common interest and other specific cooperative activities.

The Parties should take active measures to facilitate public to public, private to private and public to private partnership initiatives in the said areas to the greatest extent possible.

3. The implementation of the cooperation under this MoU will be broadly carried out in accordance with following:

- (a) Implementing arrangements setting forth the details and procedures of a specific cooperative activity will be signed by the Parties. Each Party may support the performance of implementation arrangements between interested entities in the development of this type of cooperation; and
- (b) Each Party under this MoU, will assume the necessary costs to implement its commitments and to participate in the related activities in accordance with its laws and regulations.

Article 4

Cooperation Body

1. For the purpose of facilitating the cooperation provided by this MoU, the Parties shall establish a permanent body consisting of the following organs:
 - (a) High Level Group: headed by a R&D related Director General level official from each Party, consists of the highest level officials responsible for research and development department/directorates in transport technologies,
 - (b) Technical Working Groups, as required, in order to deal with the specific areas.
2. The meetings of the body will be organized respectively at the territories of the Parties, in the following manner:
 - (a) Each Party may have representatives from its country's relevant institutions. The names and positions of each Party's representatives will be notified in writing to the other Parties in advance of each meeting.
 - (b) Costs of both domestic and international travels, meals and accommodation for the representatives will be borne by the respective Parties.
 - (c) The agenda of each meeting will be jointly determined by the Parties in advance.
 - (d) Specific activities will be agreed, analysed, etc. at the meetings of this body.
 - (e) If Parties agreed so, the virtual or video conferences can be held.
1. Each Party's representatives may be assisted on a case-by-case basis, by one or several senior officials of that Party if professional expertise is required on certain agenda items.

Article 5

Confidentiality

1. Each Party will treat, and will ensure that its employees and agents treat, as strictly confidential, all information and documents relating to and communicated under this MoU, as well as the services performed hereunder.
2. Each Party will ensure that its employees do not disclose any such information or documents to third parties at any time except with the prior written approval of the other Party. This commitment will continue for a period of three (3) years after the expiration or termination of this MoU.

Article 6

General Provisions

This Memorandum of Understanding is concluded with a view to enhancing and developing cooperation between the Parties and does not constitute an international agreement binding under international law. No provision of this Memorandum of Understanding will be interpreted

and implemented as creating legal rights or commitments for participants.

**Article 7
Language**

The language used for the implementation of this MoU will be English.

**Article 8
Settlement of Disputes**

Should any doubt or diverging views arise regarding the interpretation of any provision of the present Memorandum of Understanding or in case of dispute regarding its implementation, the Parties should endeavor to reach a solution acceptable for all. Should no agreement be reached, each Party should refer to the High Level Group, to which the dispute should be submitted for settlement.

**Article 9
Validity, Termination and Amendment**

1. This MoU will come into effect on the date of its signature by the authorized representatives of the Parties.
2. This MoU is valid and shall remain in effect for a period of three (3) years from the date of its signature. Thereafter, this MoU will be automatically renewed for successive periods of three (3) years unless either Party notifies the other Party, in writing, of its intention to terminate this MOU at least three (3) months prior to the expiry date.
3. This MoU may be amended and/or supplemented by mutual written consent of the Parties.

This MoU was signed in (venue) on (date) in (number of copies) original copies in the witness of the Secretary General of D-8 Co-operation Organization.