**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE MINISTRY OF DIGITAL TRANSFORMATION**

**OF THE REPUBLIC OF SLOVENIA**

**AND**

**THE FEDERAL MINISTRY OF FINANCE**

**OF THE REPUBLIC OF AUSTRIA**

**ON**

**COOPERATION IN THE FIELD OF DIGITALIZATION AND iNNOVATIVE TECHNOLOGIES including the EXCHANGE OF BEST PRACTICES**

The Ministry of Digital Transformation of the Republic of Slovenia and the Federal Ministry of Finance (hereinafter referred to as "BMF") of the Republic of Austria (hereinafter referred to as “the Participants”),

**Taking** into account the long-standing friendship ties between both States;

**Taking** also into account the close relationship existing between the two States through their membership in the European Union;

**Acknowledging** the importance of modernization of governance and public administration;

**Noting** the Republic of Austria’s experience and know-how in the fields of digitalization, innovative technologies and best practices;

**Desiring** to promote cooperation in the field of digitalization, innovative technologies and best practices and to support economic cooperation;

**Have** reached the following understanding:

**Section 1**

**Objectives**

1. Within the scope of this Memorandum of Understanding (hereinafter referred to as “MoU”) the Participants will develop the cooperation in the field of e-governance and ICT innovation by exchanging experience, know-how and expertise with the view to assist the Slovenian Participant in designing and implementing the strategic plan and digital solutions that will meet the country-specific requirements for the modernization of governance and public administration.
2. Cooperation will focus on the identification of the relevant strategic agendas and key application initiatives along with the design and implementation of concrete and prioritised actions and digital solutions to promote the development of an environment that will enable better services, transparency of public administration, efficiency of public service delivery and active involvement of citizens and businesses in the policy-making process. Furthermore innovative technologies (e.g. in the field of civil protection) can be part of this cooperation.
3. Both Participants may accept roles and responsibilities in relation to the actions and activities required for the implementation of this MoU, and will collaborate according to specific methodology and interactions.
4. This MoU will not create any legal or financial rights or obligations and will be implemented in accordance with national and international law.

**Section 2**

**Scope**

The general areas of cooperation will be, amongst others, in the following fields:

1. Transfer of Austrian know-how from the Austrian Public Administration and Private Economy concerning e-governance and digital services, (e.g. e-government solutions, cybersecurity, public clouds, upskilling digital skills, digitalization on municipality level, artificial intelligence etc.), economic development and innovation (digital green solutions), in order to assist the Slovenian Government to increase the openness and transparency of governance, enhance responsiveness and accountability of public systems, introduce and promote public administration reforms, which will result in citizen-centric systems;
2. Implementation of certain projects based on Austrian best practices;
3. The implementation modalities would depend on the legal requirements and funding possibilities of the Slovenian Side;
4. Cooperation in the field of low-power processors and semiconductor chips.

**Section 3**

**Modalities of Cooperation**

1. Projects to be performed in accordance with this MoU will be set out in the Annex of this MoU. Any such project will be subject to a separate agreement.
2. The implementation of this MoU will be subject to the availability of appropriate funds and to the applicable laws and regulations of each State. Furthermore, the European Funding Programs will be taken into account for covering the costs.

**Section 4**

**Implementation**

1. With the aim to ensure and coordinate cooperation under this MoU a Joint Working Group (hereinafter referred to as “JWG”), composed of representatives of the Participants, will be established.
2. This JWG will meet alternately in the Republic of Slovenia and the Republic of Austria annually or on request of one of the Participants. These meetings can also be done virtually. The requesting Participant will state the reasons for making a request for any extraordinary meeting.
3. The competent authority to deal with all questions related to the implementation of this MoU will be the JWG referred to in Section 4, paragraph 1 of this MoU.
4. For the effective and operative implementation of this MoU, each Participant may appoint a project coordinator, who will be responsible for the arrangement and implementation of activities under this MoU or any subsequent arrangement that may be decided. Each Participant will notify the other in writing of the designated project coordinator before the commencement of the relevant activities.

**Section 5**

**Confidentiality**

Each Participant will observe the confidentiality or classification of materials, documents and information received from the other Participant relating to the implementation of this MoU, as prescribed by its national law and subject to a request by the other Participant.

**Section 6**

**Intellectual Property Rights**

1. Without prejudice to any subsequent written agreement between the Participants, nothing in this MoU will affect any Participant’s ownership of any pre-existing intellectual property rights or any modifications, improvements or derivatives thereto created during the course of this MoU which are developed solely by such Participant.
2. The use of the name, logo or official emblem of either Participant on any publication, document, paper and material in whichever form, which is produced under this MoU, is prohibited without the prior written approval of the Participant or their Representative concerned.

**Section 7**

**Settlement of Differences**

Any differences between the Participants arising out of the interpretation or implementation of the provisions of this MoU will be amicably resolved through consultations and negotiations between the Participants.

**Section 8**

**Modifications**

1. This MoU may be modified at any time by the mutual written understanding of the Participants. Such modifications will take effect from the date of signature.
2. Such modifications will not affect any projects that have been embarked upon in accordance with this MoU before the effective date of the modification, unless the Participants decide otherwise.
3. Such modifications will not affect the implementation of the projects and programs upon which both Participants have reached an understanding before the effective date of the modification, unless the Participants decide otherwise.

**Section 9**

**Coming into Effect and discontinuation**

1. This MoU will come into effect on the date of signature and will remain in effect for two (2) years. It will thereafter be automatically extended for successive three (3) year periods, unless discontinued by one Participant giving three (3) months prior written notice to the other Participant.
2. The discontinuation of this MoU will not affect any projects that have been embarked upon in accordance with this MoU prior to the discontinuation, unless the Participants decide otherwise. The discontinuation of this MoU will not affect the implementation of the projects and programs upon which both Participants have reached an understanding, unless the Participants decide otherwise.

Signed in Ljubljana on 22 March 2024, in two original copies in the English language.

|  |  |
| --- | --- |
| -------------------------------------------- | -------------------------------------------- |
| Dr. Emilija Stojmenova Duh  Minister of Digital Transformation  of the Republic of Slovenia | Dr. Magnus Brunner, LL.M.  Federal Minister of Finance of the Republic of Austria |

Annex

**PROJECT LIST**

Project(s) for cooperation according to this Memorandum of Understanding will be as follows:

1. Upskilling digital skills
2. Public clouds
3. Digitalization on municipality level
4. Cyber security
5. eGovernment solutions
6. Artificial Intelligence
7. Digital, green solutions
8. Low-power processors and semiconductor chips

The list will be amended according to future separate agreements.