

MEMORANDUM OF UNDERSTANDING

between the United Nations Development Programme, the United Nations Conference on Trade and Development and the Ministry of Foreign Affairs of Turkmenistan on joint cooperation on assistance in implementation of the Single Window for Export-Import Operations Project in Turkmenistan

This Memorandum of Understanding (hereinafter "Memorandum") is entered into by the 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), the United Nations Conference on Trade and Development (UNCTAD), and the Ministry of Foreign Affairs of Turkmenistan, (each a "Party", and collectively the "Parties").

WHEREAS, UNDP and UNCTAD are working with national partners to simplify and improve the efficiency of export-import operations, by introducing the "Single Window" approach in the customs services system to achieve the results of Programme for Socio-Economic Development of Turkmenistan for 2019-2025, Concept of Development of Digital Economy for 2019-2025, Programme for Customs System Development for 2017-2021 and Programme for Development of Foreign Economic Activities of Turkmenistan for 2020-2025, all having been approved by the President of Turkmenistan, and guided by UNDP's Corporate Strategic Plan, the Country Programme between UNDP and Turkmenistan, and its Action Plan;

WHEREAS, the Ministry of Foreign Affairs of Turkmenistan is the state body responsible for the implementation of Turkmenistan's foreign policy and foreign economic activities, ensuring compliance with Turkmenistan's international obligations;

WHEREAS, the Parties here now seek to create a common framework for promoting cooperation and working together to better achieve common goals and objectives and to implement their activities more effectively;

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

Article I

Purpose and scope

1.1. The purpose of this Memorandum is to provide a framework for the non-exclusive cooperation and facilitate and strengthen collaboration between the parties in areas of common interest, within the framework of the "Single Window for Export-Import Operations" Joint Project in Turkmenistan. In accordance with the objectives of this Joint Project, the work of the Parties will focus on ensuring the effective introduction of the Single Window principle, by intensive digitization, simplification and harmonization of inter-agency business processes, strengthening Turkmenistan's potential in the global economic space. This Memorandum will bring together and complement the opportunities, advantages and experiences of the Parties.

1.2. This Memorandum is based on agreed principles that reflect the spirit of cooperation between the Parties and determine the role and responsibility of each Party in achieving its purpose.

Article II

Areas of cooperation

2.1. The Parties will collaborate on the following activities:

- i) Implementation of projects in priority areas, including facilitating the exchange of information with customs authorities of foreign countries;

Article 3

Means of collaboration

3.1 The Parties will cooperate through:

- i) Development of cooperation in joint projects aimed at achieving common objectives.
- ii) Strengthening analysis while collaborating on development of programmes which aims to support implementation of the National development programmes.
- iii) Participation in joint activities and related projects or programmes of the Parties in particular areas of cooperation;
- iv) Phased (annually for three years) contribution by the Government of Turkmenistan in the form of financial resources, technical and/or logistical support for implementation of joint project activities;
- v) Support by UNDP and UNCTAD in the efforts to identify additional sources of funding and other necessary resources and raising funds and resources for project implementation;
- vi) Assistance in planning, organizing and implementing activities, projects or programmes by providing technical expertise and other support;
- vii) Conducting research, training, and cooperation in the organization and conduct of research, seminars, workshops, meetings, conferences and symposiums;
- viii) Sharing experiences, relevant data and other information;
- ix) Promoting the mobilization and involvement of other stakeholders/organizations to provide the necessary capacity or resources in areas of common interest;
- x) Any other mechanisms agreed upon by the Parties.

Article 6

Use of names and emblems

6.1. No Party uses the name, emblem, or trademarks of the other Party or any of its branches or affiliates or any of their acronyms without the prior written consent of the other Party in each case. In no case is permission to use the name or emblem of Parties or their acronyms for commercial purposes or for use in any other way.

6.2. The parties recognize and reaffirm as acceptable the cooperation within this Memorandum. In this regard, the Parties will consult with each other on the form of such recognition and confirmation.

Article 7

Term, termination, extension, change of Memorandum

7.1. This Memorandum is valid for four years from the date of entry into force. The Memorandum will be automatically extended for the next two years unless either Parties send a notice of their intention to terminate this Memorandum to the other Party three months before the end of the relevant period. The termination of this Memorandum will not affect programmes and projects that have already begun, nor will it affect the validity of the documents concluded on its basis.

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

Memorandum is not a rejection of this Memorandum or any provision. The invalidity or impossibility of any provision of this Memorandum should not affect the validity of any other provision of the Memorandum.

10.2. Nothing in this Memorandum should be construed as the establishment of a joint venture or any other form of legal obligation between the Parties.

Article 11

Privileges and immunities

11.1. Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities.

Article 12

Entry into force

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

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

This Memorandum signed on October "13" 2020 in three genuine copies each in Russian and English languages. In case of disagreement in the interpretation of the provisions of this Memorandum, the Parties will be guided by the text in the English language.

**For the Ministry of
Foreign Affairs of
Turkmenistan**



**For the United
Nations Development
Programme**



**For the United
Nations Conference
on Trade and
Development**

