

Montevideo, February 5<sup>th</sup>, 2018

Ms. Gertrud Ingestad  
Director-General  
European Commission's Directorate-General of Informatics (DIGIT)

N° S/019/2018

Ref.: Administrative Arrangement

Dear Ms. Ingestad,

I have the honour to refer to the arrangements concerning the subscription of an Administrative Arrangement "in the fields of information technologies, open platforms, standards and methods" between AGESIC and DIGIT.

With the present letter, I wish to obtain your acceptance of the following:

Considering that the widespread application of information technologies plays an important role in advancing economic and social development through modern public services, the Agency for the Development of the Government of Electronic Management and the Information and Knowledge Society of the Oriental Republic of Uruguay (AGESIC), on the one hand, and the European Commission, Directorate-General for Informatics, on the other hand, hereafter referred as the "Sides".

Have come to the following mutual understanding:

I. The purpose of this Administrative Arrangement (AA) is to boost the development of bilateral ties by enhancing exchange and cooperation in the fields of information technologies, open platforms, standards and methods where these concern interoperability solutions and common frameworks for public administrations.

In particular, the Sides will seek to establish cooperation in view of exchanging best practices and reusable technical solutions that may prove useful for public administrations in Europe and Latin America and the Caribbean.

II. The scope of the cooperation between the Sides concerns the following areas:

- planning for a knowledge-sharing programme for public administration interoperability solutions including federating re-usable solutions across the open collaboration platforms (Joinup, Openray and Openroad);
- providing a knowledge-sharing mechanism whereby professionals can collaborate and share in their field of expertise.

III. The Sides agree to carry out cooperation in the following forms:

- visits of delegations and exchanges of experts;
- cross-participation in workshops, seminars and similar activities;
- exchange of experiences, best practices, standards, frameworks, data models and tools.

- IV. Communication, correspondence and exchanges of information under this AA should be channeled through the following designated contact points:
- a) For DIGIT, the Head of the Interoperability Unit;
  - b) For AGESIC, the Head of the Department of International Affairs.

The designation of contact points does not impede direct contacts, exchange of information or cooperation between the staff of the Sides.

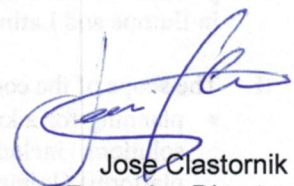
Both Sides expect that the other Side guarantee the appropriate level of protection for intellectual property rights and information covered by the obligation of professional secrecy in accordance with the law of the Sides.

This AA does not entail exchange of classified information, unless the Sides agree on an appropriate legal or administrative framework offering sufficient guarantees for the protection of such information.

- V. This AA does not entail any financial commitment for the Sides. Each Side bears the costs deriving from activities undertaken under the auspices of this AA. The performance of those activities will be subject to the availability of funds and resources and will be implemented in accordance with the applicable laws and regulations of each Side.
- VI. This AA does not intend to be a legally binding document under international law. It does not intend to confer rights or impose any obligations under international or domestic law.
- VII. The collaboration is to start on the date of signature of this AA. It does not intend to be binding on the Sides, any of which may withdraw its cooperation under the AA at any time in writing.”

I further propose that, upon receipt of your confirmation in writing of the above, this exchange of letters shall constitute an arrangement between AGESIC and DIGIT, which shall enter into force on the date of your reply.

Yours sincerely,



Jose Clastornik  
Executive Director



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL INFORMATICS

Director-General

Luxembourg, 26/03/2018  
DIGIT/GI

Ref.: **S/019/2018**

**Subject: Administrative Arrangement between AGESIC and DIGIT.**

Dear Mr Clastornik,

I have the honour to acknowledge receipt of your letter of 5 February 2018, which reads as follows:

*"I have the honor to refer to the arrangements concerning the subscription of the Administrative Arrangement "in the fields of Information technologies, open platforms, standards and methods" AGESIC and DIGIT.*

*With the present letter, I wish to obtain your acceptance of the following:*

*"Considering that the widespread application of information technologies plays an important role in advancing economic and social development through modern public services, the Agency for the Development of the Government of Electronic Management and the Information and Knowledge Society of the Oriental Republic of Uruguay (AGESIC), on the one hand, and the European Commission, Directorate-General for Informatics, on the other hand, hereafter referred as the "Sides".*

*Have come to the following mutual understanding:*

*I. The purpose of this Administrative Arrangement (AA) is to boost the development of bilateral ties by enhancing exchange and cooperation in the fields of information technologies, open platforms, standards and methods where these concern interoperability solutions and common frameworks for public administrations.*

*In particular, the Sides will seek to establish cooperation in view of exchanging best practices and reusable technical solutions that may prove useful for public administrations in Europe and Latin America and the Caribbean.*

*II. The scope of the cooperation between the Sides concerns the following areas:*

- *planning for a knowledge-sharing programme for public administration interoperability solutions including federating re-usable solutions across the open collaboration platforms (Joinup, Openray and Openroad);*
- *providing a knowledge-sharing mechanism whereby professionals can collaborate and share in their field of expertise.*

*III. The Sides agree to carry out cooperation in the following forms:*

- *visits of delegations and exchanges of experts;*
- *cross-participation in workshops, seminars and similar activities;*
- *exchange of experiences, best practices, standards, frameworks, data models and tools.*

*IV. Communication, correspondence and exchanges of information under this AA should be channeled through the following designated contact points:*

- a) For DIGIT, the Head of the Interoperability Unit;*
- b) For AGESIC, the Head of the Department of International Affairs.*

*The designation of contact points does not impede direct contacts, exchange of information or cooperation between the staff of the Sides.*

*Both Sides expect that the other Side guarantee the appropriate level of protection for intellectual property rights and information covered by the obligation of professional secrecy in accordance with the law of the Sides.*

*This AA does not entail exchange of classified information, unless the Sides agree on an appropriate legal or administrative framework offering sufficient guarantees for the protection of such information.*

*V. This AA does not entail any financial commitment for the Sides. Each Side bears the costs deriving from activities undertaken under the auspices of this AA. The performance of those activities will be subject to the availability of funds and resources and will be implemented in accordance with the applicable laws and regulations of each Side.*

*VI. This AA does not intend to be a legally binding document under international law. It does not intend to confer rights or impose any obligations under international or domestic law.*

*VII. The collaboration is to start on the date of signature of this AA. It does not intend to be binding on the Sides, any of which may withdraw its cooperation under the AA at any time in writing."*

*I further propose than, upon receipt of your confirmation in writing of the above, this exchange of letters shall constitute an arrangement between AGESIC and DIGIT, which shall enter into force on the date of your reply."*



I have the honour to inform you that the foregoing corresponds to the intentions of DIGIT and that your letter, together with the present letter in reply constitutes a non-legally binding arrangement between the Participants, coming into effect on the date of the present reply.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Yours faithfully,



Gertrud Ingestad

c.c.: M. CAMPOLARGO  
E. BALDACCI  
N. ARISTIMUÑO

