

# MEMORANDUM OF COOPERATION

#### **BETWEEN**

The DigitalTrade4.EU Consortium (hereinafter referred to as "DigitalTrade4.EU"),

#### AND

DigitalTrade4.EU Full Partners (hereinafter referred to as "Full Partners")

(hereinafter referred to individually as "a Party" or collectively as "the Parties")

## **PREAMBLE**

This Memorandum of Cooperation (MoC) is established between DigitalTrade4.EU and its Full Partners, whereas:

- 1. DigitalTrade4.EU is a European consortium supporting the digitalization of the EU trade finance ecosystem to create a cohesive, efficient, and interoperable environment for trade finance across Europe.
- 2. The consortium promotes collaboration on interoperability, knowledge exchange, and digital trade finance solutions that align with EU best practices and standards.
- 3. Full Partners contribute to the consortium by providing insights, resources, and expertise to support and expand interoperability and connectivity across the EU trade finance ecosystem, covering commerce, transport, regulatory processes, and finance.

4. The Parties recognize the importance of interoperability in digitalization efforts, with regard for the **Interoperable Europe Act** (Regulation (EU) 2024/903), which seeks to establish a structured approach to interoperability within public sector services, facilitating secure and efficient data exchanges across EU entities. DigitalTrade4.EU and its Full Partners are committed to incorporating the principles and standards outlined in this regulation to promote seamless interoperability.

In consideration of the shared goals outlined above, the Parties agree to the following:

## 1. PURPOSE

The purpose of this MoC is to establish a framework for cooperation and mutual support, focused on digitization, interoperability, and innovation in trade finance.

## 2. SCOPE

The cooperation between the Parties encompasses the following focus areas:

- 2.1. **Commerce**: DigitalTrade4.EU and Full Partners promote digital trade solutions that enhance transparency, accessibility, and interoperability across trade finance networks.
- 2.2. **Transport**: The Parties support digital transport processes, emphasizing seamless information exchange among logistics and supply chain partners through interoperable digital standards.
- 2.3. **Data and Information Sharing**: The Parties exchange knowledge and best practices to support a connected ecosystem prioritizing data interoperability.
- 2.4. **Finance and Payments**: The consortium advances efficient digital payment processes, promoting transparency, timely settlements, and improved access to trade finance across the EU.
- 2.5. **Regulatory Compliance**: Full Partners and DigitalTrade4.EU will align with EU regulatory frameworks, including <u>eFTI</u>, <u>eIDAS2</u>, <u>Payment Services Regulation</u> (PSR), <u>Payment Services Directive 3</u> (PSD3), to ensure that all digital solutions meet the legal and security standards required under the Interoperable Europe Act, supporting secure cross-border interactions.

## 3. COLLABORATION FRAMEWORK

#### 3.1. DigitalTrade4.EU:

• **Facilitation and Support**: Provides resources and coordinates communication to create a collaborative environment for sharing knowledge on digital trade solutions.

- **Visibility and Engagement**: Offers opportunities for Full Partners to gain visibility through website recognition, media engagement, and participation in consortium activities.
- **Updates and Networking**: Shares updates, hosts events, and provides networking opportunities for all members.

#### 3.2. Full Partners:

- Active Involvement: Contribute expertise and insights in areas like digital standards, interoperability, and trade finance best practices.
- **Promotion and Support**: Share DigitalTrade4.EU's mission within their own networks, contributing to broader adoption of digital standards in trade finance.
- **Knowledge Exchange**: Offer insights and case studies to enrich the consortium's goals and foster best practices in digital trade.

#### 3.3. Shared Commitment:

- Both Parties commit to collaboration, fostering an open and supportive environment for information sharing and best practices.
- Additional roles or specific contributions may be agreed upon by mutual consent, with respect to each Party's capacity.

#### 4. BENEFITS TO FULL PARTNERS

DigitalTrade4.EU provides the following benefits to Full Partners:

- **Networking**: Access to a diverse network of EU trade finance and digitization stakeholders.
- **Visibility**: Recognition on the DigitalTrade4.EU website, in social media, and in relevant communications.
- **Influence**: Opportunities to contribute perspectives that may help shape future standards in digital trade finance, fostering growth in the EU trade ecosystem.

## 5. INTENTION TO COLLABORATE

- 5.1. This MoC is a non-binding statement of intent, and the Parties will fulfill their roles on a best-effort basis, with respect for each Party's independence and objectives.
- 5.2. Neither Party may act on behalf of or commit the other Party to any contractual obligations.
- 5.3. Nothing in this MoC constitutes a legal partnership, joint venture, or agency relationship.

## 6. IMPLEMENTATION AND SECTOR PROCEDURES

6.1. Implementation will proceed through mutual agreement, with open communication and regular consultation between the Parties.

## 6.2. Focus Areas for Cooperation:

- **Commerce**: Members receive updates on EU digital trade advancements and best practices.
- **Transport**: Support shared processes for document exchanges and alignment on digital transport interoperability.
- **Data Sharing**: Encourage open exchange of information, tools, and insights that advance interoperable data solutions across sectors.
- **Finance and Payments**: Share best practices for digital payment processes to foster secure, transparent financial exchanges.

## 7. CONFIDENTIALITY AND DATA PROTECTION

- 7.1. Confidential information shared by either Party will be protected and used solely for the purposes of cooperation.
- 7.2. Any personal data collected under this MoC will comply with the General Data Protection Regulation (EU) 2016/679.

#### 8. BRANDING AND VISIBILITY

- 8.1. Full Partners agree to have their logos displayed on the DigitalTrade4.EU website, acknowledging their role in the consortium.
- 8.2. The Parties agree to use each other's name and logo in communications with adherence to brand guidelines, fostering visibility and credibility within the EU digital trade space.

## 9. APPLICABILITY, AMENDMENT, AND TERMINATION

- 9.1. Cooperation under this MoC begins upon mutual agreement by both Parties.
- 9.2. This MoC may be amended with the consent of both Parties.
- 9.3. Either Party may terminate this MoC with a two-week notice to the other Party.

*Disclaimer:* Activities related to DigitalTrade4.EU align with EU policies, with no additional fees or compensation involved.

## **APPENDIX: FULL PARTNER STATUSES**

As a Full Partner of DigitalTrade4.EU, organizations may choose from two statuses to best suit their level of engagement and participation:

#### 1. Observer

- Role: Observers receive updates on DigitalTrade4.EU activities, events, and outcomes, maintaining access to relevant information without an active role in operational tasks. Observers do not have voting rights in decision-making processes.
- Participation: Observers may attend open meetings and events, providing feedback and insights where relevant.
- Visibility: Observers are listed on the DigitalTrade4.EU website as Full Partners, recognizing their affiliation and support.

#### 2. Participant (equivalent to lead)

- Role: Participants take an active role in the consortium, engaging in specific projects, discussions, or workgroups as agreed upon by both parties.
- o **Participation**: Participants attend regular meetings, contribute to project activities, and may offer input on strategies and digital solutions for trade finance.
- Visibility: Participants are featured on the DigitalTrade4.EU website, with additional visibility opportunities through publications, media engagement, and events.

## **Choosing a Status**

Full Partners may select their preferred status upon joining DigitalTrade4.EU and may request a status change at any time, in coordination with the consortium's leadership team, to reflect their desired level of engagement and commitment.

This MoC can be posted on the consortium's webpage along with a member registration form. This format provides clarity on terms and expectations for prospective members considering joining DigitalTrade4.EU.

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