



MEMORANDUM OF UNDERSTANDING ON COOPERATION BETWEEN THE STATE ENTERPRISE CENTRE OF REGISTER (THE REPUBLIC OF LITHUANIA) AND THE NOTARY CHAMBER OF UKRAINE (THE REPUBLIC OF UKRAINE)

For the purpose of exchanging the best practice, experiences on the issues of common interest and starting a close cooperation,

A: The State Enterprise Centre of Registers (SECR) is a public entity of limited civil liability incorporated by the Government of the Republic of Lithuania in 1997. The Ministry of Justice of the Republic of Lithuania is an institution exercising the rights and obligations of the owner of the Centre of Registers. The Centre of Registers administers the Real Property Cadastre and Register, the Address Register, the Register of Legal Entities, the Population Register, the Mortgage Register, the Register of Property Seizure Acts, the Register of Wills, the Register of Marriage Settlements, the Register of Powers of Attorney, the Register of Legally Incapable Persons and Persons with Limited Legal Capacity and the Register of Contracts; it creates, implements, develops and manages information systems of the mentioned and other registers as well as keeps the register archives, including e-archive. It employs modern information technologies for efficient execution of the assigned functions. The SECR also has a Certification Centre, which provides certification services and generates timestamps; (hereinafter referred to as the *Party*), and

B: The Notary Chamber of Ukraine, established in accordance with laws of the Republic of Ukraine in force, coordinates the activities of notaries, protects and represents the interests of notaries in public governance and administration authorities, controls that notary duties were performed in good faith as well as executes other functions assigned by legal acts. Given the efficient implementation of the described activities and goals, it also seeks for modernization of the systems used and implementation of e-signature solutions; (hereinafter referred to as the *Party*, and together as the *Parties*),

have concluded the following Memorandum of Understanding (hereinafter referred to as the Memorandum) and have reached a common agreement on the following items:

1. The Memorandum shall aim to establish, develop and maintain the programme of cooperation between the Parties in relevant areas. The cooperation shall be based on mutual benefit and equality;
2. The Parties shall cooperate in accordance with the provisions of the Memorandum, the European Union legislation associated in fulfilling obligations of the State Enterprise Centre of Registers, national laws of the Parties acting within the established jurisdiction on the basis of mutual respect of interests in the field of cooperation between the Republic of Ukraine and the Republic of Lithuania;
3. Main areas of cooperation shall be:
 - legal and technical regulation of the implementation and infrastructure of electronic signature, its identification, including mobile signature technology;
 - in coordination with the Lithuanian Chamber of Notaries – the assistance in the implementation of the Notary Case Management information system by using the know-how and best practices of Lithuania.
4. Given provisions of the Memorandum, the cooperation of the Parties shall be executed in the following forms:
 - organization of study visits and meetings of experts of the Parties within their competence;
 - organization of seminars, discussions and conferences within the framework of the Memorandum;
 - other forms of cooperation within the subject matter of the Memorandum.
5. Information and documentation to be exchanged between the Parties within the framework of cooperation under this Memorandum shall be considered by the Parties as open and accessible to the public, unless agreed by the Parties otherwise. The Parties shall have the right to use information and documentation obtained within the framework of this cooperation solely for the purpose of implementing the goals agreed between the Parties. The Parties shall exchange all the information possessed, which is needed for maintaining a successful cooperation. Restricted information shall not be transferred. Each Party to the Memorandum shall establish the composition of its delegation and/or working group participating in the activities under the Memorandum in the manner prescribed. The Party, in the territory of which an event is to take place, shall send an official invitation to the delegation of the other Party no later than one month before its date. The Parties shall exchange any other information required for the

preparation for cooperation activities. In case of circumstances that may affect the preparation or conduct of joint activities, the Parties shall inform each other thereof and, if necessary, provide relevant proposal to change time, place and participants of the event. The aforementioned obligation shall not deprive the right of each Party to submit a written request to the other Party for additional material with respect of such matters.

6. Any activity within the framework of the Memorandum shall be carried out according to the national laws of a relevant country. The Memorandum provisions shall not exclude other areas and goals of the cooperation between the Parties than those listed in Point 3. However, in all cases the Party shall forward a written request on provision of additional information to the other Party.
7. The Memorandum shall enter into force upon signature by the Parties and shall be valid until 27 April 2022. Provisions of the Memorandum may be amended and supplemented only upon the consent of the Parties by concluding a relevant agreement.
8. Any dispute concerning the interpretation or use of the Memorandum shall be resolved by discussions or negotiations between the Parties.
9. The Memorandum shall evidence the views and intentions of the Parties to cooperate on a voluntary basis without creating any legal obligation for the Parties or assuming any responsibility by the Parties. No third party shall have the right to claim any legal or other benefit from the Memorandum.
10. If within three months before the expiry of this Memorandum neither party declares the necessity to terminate it, the Memorandum shall be extended for 1 (one) subsequent calendar year on the same terms and conditions upon the proposal of one of the Parties.
11. Each of the Parties shall have the right to terminate the Memorandum by sending the other Party a formal notification in writing three months before the intended termination.
12. The Memorandum is signed in 2 (two) original copies in English language.

**For the State Enterprise Centre
of Registers**

**Arvydas Bagdonavičius,
Acting Director General**

27 April 2017

**For the Notary Chamber
of the Republic of Ukraine**

**Volodymyr Marchenko,
President**

27 April 2017