Approved by Order No.\_\_\_

of the State Committee for Information

Technologies and Communications

of the Kyrgyz Republic

dated «\_\_\_\_\_» \_\_\_\_\_\_\_\_\_\_\_2019

**Model Agreement**

**between EIS “Tunduk”** Members

**on Interagency Information Exchange**

**in the Electronic Interoperability System “Tunduk”**

\_\_\_\_\_\_\_\_\_city «\_\_»\_\_\_\_\_\_\_\_\_\_20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one hand, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand, being guided by the legislation of the Kyrgyz Republic in the field of electronic guidance and personal information, have concluded this Agreement (hereinafter - the Agreement ) as follows:

1. **Subject of Agreement**

The subject of this Agreement is the exchange of data through the Electronic Interoperability System “Tunduk” (hereinafter – EIS “Tunduk”), as well as the organization of electronic interaction between the parties to provide services and perform their functions through the EIS “Tunduk”.

**2. General Provisions**

2.1. This Agreement shall define general requirements for interaction of the Parties in terms of information provision, file structure and regulations on information exchange between the Parties within the powers of Parties as determined by legislation of the Kyrgyz Republic.

2.2. In the course of implementation of this Agreement, the Parties shall use e-mail and/or contact phone numbers in order to promptly resolve organizational and technical issues. The exchange procedure is defined in Annex 1, which is an integral part of this Agreement.

**3. Information Exchange Between the Parties**

3.1. In order to ensure full and timely execution of this Agreement, the Parties shall implement mutual interagency information exchange in accordance with the legislation of the Kyrgyz Republic in the field of personal data, electronic guidance as well as public and municipal services.

3.2. In the event that one of the Parties identifies a discrepancy in the information exchanged, the Party that has identified such information shall immediately inform the other Party thereof by sending an e-mail notification.

The Party receiving the notification shall, on the date of receipt of the notification, indicate the time limits within which the discrepancies identified will be corrected.

3.3. The Parties shall ensure the regime of confidentiality of transferred information and its protection in accordance with the legislation of the Kyrgyz Republic in the field of information protection and in the field of personal information.

3.4. It is not permitted to transfer the information and data received to third parties.

3.5. The information obtained under this Agreement shall be used solely for official purposes.

3.6. The Parties shall independently determine authorized persons responsible for interagency data exchange, indicating contact details.

3.7. Technical interaction between the Parties shall be carried out in accordance with the Order No. 2-a of the State Enterprise "Electronic Interoperability Center" under the State Committee of Information Technologies and Communications of the Kyrgyz Republic "On Approving Technical Requirements for the Work of the Electronic Interoperability System “Tunduk” dated 1 March 2019 and Annex 1.

**4. Obligations of the Parties**

4.1. The Agreement shall define the general requirements for interaction between the Parties with regard to the provision of information and the structure of files within the powers defined by the legislation of the Kyrgyz Republic.

4.2. The Parties shall carry out information exchange between automated systems as specified in Annex 1.

4.3. The procedure for organizing information interaction shall be determined between the Parties in accordance with Annex 1.

4.4. In the course of execution of this Agreement, the Parties undertake to:

- not later than 30 (thirty) business days notify of forthcoming changes in the structure or mode of operation of the agency-level information system, which may entail revision of the information system of the other Party;

- ensure the confidentiality of transferred information and its protection in accordance with the legislation of the Kyrgyz Republic in the field of information protection and in the field of personal information;

- ensure strict compliance with the legislation of the Kyrgyz Republic in the area of electronic governance and personal information.

4.5. The Parties shall ensure the operation of their services and security servers 24/7 (24 hours a day, 7 days a week). In the event of failures or technical works related to equipment that may affect the operation of services and security servers of the Parties, the Parties shall immediately notify each other of such failures or works, and reflect these circumstances on their websites, including in the event of technical works on optimization and improvement of services.

4.5. The Parties shall strictly comply with the Requirements for interaction of information systems in the EIS “Tunduk”, approved by Resolution No. 200 of the Government of the Kyrgyz Republic dated 11 April 2018, as well as the Requirements for protection of information contained in databases of state information systems, approved by Resolution No. 762 of the Government of the Kyrgyz Republic dated 21 November 2017, including in terms of ensuring cybersecurity of their information systems and regulated access of employees to them.

1. **Responsibility of the Parties**

5.1. The Parties shall be responsible for non-fulfillment or improper fulfillment of their obligations under the Agreement in accordance with the legislation of the Kyrgyz Republic.

5.2. The Parties shall be responsible for the completeness and accuracy of the information contained in electronic documents.

5.3. Employees of the Parties who become aware of relevant information by virtue of their official position shall undertake obligations of confidentiality, non-disclosure of the information received, and prevention of other illegal use of the information.

5.4. Employees of the Parties, in case of non-performance or improper performance of their obligations of confidentiality, non-disclosure of information received, as well as prevention of other illegal use of information, shall bear disciplinary responsibility in accordance with the legislation of the Kyrgyz Republic.

**Article 6. Acts of God (Force Majeure)**

6.1. None of the Parties will be liable for the full or partial failure to fulfill any of its obligations, if the failure is a direct consequence of force majeure circumstances (acts of God) beyond the control of the Parties that arose after the conclusion of the Agreement.

6.2. Force majeure circumstances under the Agreement include military operations, strikes, fires, floods, earthquakes and other natural disasters, as well as violations in communication lines and networks, power failures and other circumstances beyond the control of the Parties.

6.3. For the duration of such circumstances, all obligations of the Parties may be suspended upon notification of the Party in any accessible and fixed form that cannot fulfill its obligations, within 3 days from the occurrence of force majeure.

1. **Implementation of the Agreement**

7.1. All disputes and disagreements arising between the Parties in the course of execution of this Agreement shall be resolved through negotiations, and in case of failure to reach an agreement between the Parties, disputes shall be resolved in court, in accordance with the current legislation of the Kyrgyz Republic.

7.2. Disputed issues of access to certain information, technology and methods of personal data protection shall be solved in accordance with the legislation of the Kyrgyz Republic in the field of personal information and in the field of data protection.

7.3. This Agreement shall not affect the rights and obligations of the Parties under other bilateral and multilateral treaties to which they are parties.

7.4. The exchange of information may be suspended by either Party until a decision on the dispute has been taken. In such an event, a Party suspending the exchange of information shall notify the other Party not later than three working days before the suspension.

**8. Final Provisions**

8.1. Any amendments and additions to this Agreement shall be valid only if they are executed in writing and signed by the authorized representatives of the Parties.

8.2. In case of adoption of the decision on reorganization, liquidation, change of the name of a Party to this Agreement, a Party shall notify the other Party not later than 30 (thirty) calendar days. In the course of reorganization or liquidation, a Party that has taken such decision shall inform the other Party about the successor and perform certain actions on transfer of rights and obligations to the successor in accordance with the civil legislation of the Kyrgyz Republic.

8.3. The necessary changes to this Agreement shall be made by the Parties in writing in the form of an Addendum to this Agreement.

8.4. All mutual financial obligations of the Parties shall be formalized as annexes to this Agreement and shall form an integral part thereof.

8.3. This Agreement has been drawn up in two copies having equal legal force, one copy for each of the Parties.

1. **Details of the Parties**

Annex 1

to the Model SLA Agreement

between EIS “Tunduk” Members

on Interagency Information Exchange in the Electronic Interoperability System “Tunduk”

**Technical Conditions for Data Exchange**

(to be filled in by the Parties in an arbitrary form)