



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is concluded between:

*The Tunisian Government represented by Smart Tunisia (" Smart -Tunisia"), a Public Private Partnership initiative to promote and to develop Offshoring activities in Tunisia,*

And

\*\*\*\*\* , \*\*\*\*\*.

Smart -Tunisia and \*\*\*\*\* are hereinafter jointly referred to as the "Parties".

**WHEREAS**, Smart Tunisia is an initiative created by Tunisian government in close collaboration with the private sector and public agencies to promote Tunisia as a talent hub and a competitive destination for the ICT offshoring activities; The project was conceived as a public-private partnership and is part of the Tunisian government's plan to transform Tunisia economically and position it as a digital leader in the region;

**WHEREAS**, Smart Tunisia is positioned as a support of Foreign ICT Investors to start and to develop their activities in Tunisia;

**WHEREAS**, \*\*\*\*\* is a \*\*\*\*\* based company specialized in \*\*\*\*\* ,

**WHEREAS**, \*\*\*\*\* has expressed its interest to develop its \*\*\*\*\* and offshoring activities in Tunisia;

In a logic of cooperation, partnership and common interest as well as to respond to the priority of the Tunisian Government in the development of the information and communication technology sector and the integration of young graduates in the offshoring activities through local and foreign investors ;

**NOW, THEREFORE**, the Parties agree to cooperate as follows:

### **Article I : Purpose**

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of mutual interest.

## Article II: Areas of Cooperation

The Parties agree to cooperate in the following areas of activity:

- i) Promote the offshoring sector and Tunisia value propositions worldwide
- ii) Support \*\*\*\*\* effort to develop its activity through its implementation in Tunisia
- iii) Provide technical and administrative assistance to answer \*\*\*\*\* continue growth

## Article III: Consultation and Exchange of Information

3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this Article shall be without prejudice to safeguard the confidential and restricted character of certain information and documents.

## Article IV: Commitment

In the frame of the implementation of this MOU, Parties commit to:

- \*\*\*\*\* agrees to advertise the benefits of a presence in Tunisia and to communicate worldwide and when the occasion is suitable, on the development of its activities in the country. To this end, \*\*\*\*\* agrees to become a partner of Smart Tunisia in at most 5 events ( seminars, forums, exhibitions, fairs) / year ... organized by Smart Tunisia and which aim to promote ICT and the offshoring sector. The dates of these events should be known by the parties one month in advance. \*\*\*\*\*' participation can be assured by any of its relevant employees or designated consultants,
- \*\*\*\*\* is encouraged to share with "Smart Tunisia" information related to its need of Human Resources and jobs offers and the headcount of its team as well as specific training programs to answer its growth
- "Smart Tunisia" provide personalized support to let \*\*\*\*\* identify talents to answer its need
- "Smart Tunisia" strongly supports \*\*\*\*\* to facilitate the achievement of its growth project and new investment. This support includes, among others, to facilitate investment procedures and import of equipment for the project.
- "Smart Tunisia" will ensure that all entities (administrations, public institutions and public companies, etc.) carry out the provisions and benefits granted for this project.

**Article V : Duration, Termination, Modification**

- 5.1 The proposed cooperation under this MOU is non-exclusive and shall have duration of an initial period of one year renewable tacitly, unless terminated earlier by either party upon three months’ notice in writing to the other party.
- 5.2 This MOU may be amended by mutual agreement of the Parties reflected in writing.

**Article VI : Notices and Addresses**

Any notice or request required or permitted to be given or made under this MOU shall be in writing (mail or e-mail) to the reference person.

For Smart Tunisia: Mr. Elyes Jeribi  
elyes.jeribi@tunisia.gov.tn

For \*\*\*\*\* :  
\*\*\*\*\*

**Article VII : Settlement of Disputes**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU.

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

*For Smart Tunisia:*

*For \*\*\*\*\* :*

\*\*\*\*\*

\*\*\*\*\*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Smart Tunisia President

\*\*\*\*\*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\*\*\*\*\*  
\_\_\_\_\_  
Date

\*\*\*\*\*  
\_\_\_\_\_  
Date