

Joint Declaration of Intent  
regarding the Establishment of a Bilateral Dialogue Format on Digital  
Policies, Innovation and Technology  
between  
the Israel National Digital Agency of the State of Israel  
and  
the Federal Ministry for Digital and Transport  
of the Federal Republic of Germany

The Israel National Digital Agency (INDA) of the State of Israel and the Federal Ministry for Digital and Transport of the Federal Republic of Germany (BMDV) (hereinafter referred to as “the Sides”)

- Confirm their mutual interest in promoting bilateral relations and cooperation in the field of digital policies insofar as they pertain to e-Government activities and initiatives;
- Recognize that increased cooperation on innovation and digitalization, in particular in the fields of artificial intelligence, digital identity management, data flows and emerging technologies such as quantum computing can enhance the quality of economic growth in both countries;
- Build on earlier cooperation bringing together relevant policy makers, stakeholders and experts from Israel and Germany, such as the German Israeli Network of Startups and Mittelstand (GINSUM) and German Israeli Health Forum for Artificial Intelligence (GIHF-AI), leading to factual collaboration in both countries.
- Declare their intention to make a sustained effort to promote and support joint digital initiatives including academia and the private sector, acknowledging the strength of the innovation capabilities and academic as well as private research capacities in both countries;
- Recognize the importance of mutual knowledge sharing in the area of digital public administration, both for internal government functions and external public services;
- Emphasize that knowledge sharing in the field of digital solutions for public services, in particular in the area of electronic identification, digital identity management and ID wallet applications, might have a positive impact in the further development of these solutions for their citizens;
- Emphasize that knowledge sharing in the area of public cloud infrastructure and its procurement as well as government data management might have a positive impact on the performance of each government's infrastructure;
- Emphasize the importance of a shared understanding of their overarching national digital policy strategies and their respective implementation and

monitoring processes for a successful and comprehensive digital transformation of both countries;

- Recognize the importance of digitalization in the global economic environment, especially at international multilateral platforms where both sides interact, particularly the International Telecommunication Union (ITU) and OECD.

Therefore, the Sides have come to the following understanding:

### *1. Framework*

- Cooperative activities under this Joint Statement will be conducted in accordance with the respective applicable laws and regulations of the Sides. Any activities that the Sides intend to carry out will be subject to the respective internal objectives, functions, policies, and procedures of the Sides.
- This Joint Statement does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law. In addition, this Joint Statement does not create any legally enforceable rights or benefits, whether express or implied, in respect of either Side, their employees, or any other entity or person.
- The Sides intend to conduct cooperative activities under this Joint Statement to promote a climate of open exchange and cooperation on the basis of equality, reciprocity and mutual benefit.

### *2. Forms of Cooperation*

The Sides intend to:

- Exchange views, goals, strategies, recommendations and best practices to encourage and support the government and private agencies in both countries to respond properly to the changes brought by digitalization and in particular AI, data governance and digital identities;
- Encourage cooperation between the respective industries, industry driven initiatives, businesses and research institutions in the digital and industrial sector.
- Facilitate and encourage cooperation between teams responsible for the implementation of their respective national digital policy strategies and the monitoring of the implementation.
- Explore common interests and joint contributions in international fora and endeavor to promote and coordinate activities in international organizations related to the areas of cooperation mentioned previously, with significant involvement of national organizations.

### *3. Cooperation Framework*

Both Sides intend to:

Set up a bilateral Digital Dialogue in order to intensify their exchange by holding regular consultations on the digitalization-related topics specified (non-exclusively) under *3. Areas of cooperation*. These consultations may be prepared by specific Working Groups.

### *4. Areas of cooperation*

The areas of cooperation may include, but are not limited to the following, insofar as they relate to e-Government initiatives and activities:

- Digital identities, ID-wallets
- Artificial Intelligence (AI)
- Data flows, data policy, data literacy
- Government and public sector cloud infrastructure
- Knowledge sharing on the respective national digital strategies
- Public and private entities in the digital sector
- Support for Small and Medium Enterprises (SMEs)
- Research and Development (R&D)

It is the desire of both Sides to continually evaluate the progress of the possible cooperation mechanisms and identify the areas where further collaboration would be beneficial.

The Sides intend to invite relevant experts from the public and private sectors to contribute to the cooperation.

Where suitable, cooperation with already existing bilateral cooperation formats, i.e. the German-Israeli Energy Partnership, will take place (e.g. with the Working Group 2 on 'Digitalization and Protection of Critical Energy Infrastructure').

### *5. Financial Considerations*

- (1) The cooperation within this Joint Declaration of Intent will be subject to and dependent on available funds and resources from each Side.
- (2) Each Side will assume the costs incurred by themselves, unless both sides decide otherwise by a written statement.
- (3) It is understood and decided that nothing in this Joint statement will constitute, or be construed as, an undertaking by either Side to finance all or part of any activity identified in or conducted pursuant to this Joint Declaration of Intent.

## *6. Cooperation Period*

- (1) It is the common understanding of both Sides that this Joint Declaration of Intent will be applied during an initial three-year period, which may be extended for another three years, if both Sides approve in writing.
- (2) Any of the Sides can decide to discontinue the cooperation under this Joint statement. In this case, the Side should provide the other with a written notification at least 90 days prior.
- (3) The discontinuation of this Joint Statement is not intended to affect any programs and activities carried out prior to such discontinuation, unless otherwise mutually decided by the Sides.

## *7. General*

- (1) Furnishing of materials under this Joint Statement will be subject to each Side's applicable laws and will not affect the allocation of any intellectual property rights in such materials. In the event that the intellectual property is created in the course of cooperative activities under this Joint Statement, the Sides expect to enter into arrangements governing the allocation and protection of rights to such intellectual property.
- (2) The Sides may share information as they see fit, to fulfil the objectives of this Joint Statement. For the avoidance of doubt, nothing herein will be construed as requiring a Side to disclose any information, including proprietary information or confidential information, whether due to a prohibition under applicable law or otherwise.
- (3) This Joint Statement reflects the intentions of the Sides to cooperate on a nonexclusive basis, expressed in good faith. It does not create any legal obligation for either side.
- (4) Any difference of opinion or dispute arising out of, or in connection with, the interpretation or application of any provision of this Joint Statement, will be settled amicably through consultations between the Sides.
- (5) It is decided that this Joint Statement will not create nor give rise to any dependence or obligation between the Sides. Nothing set out in this Statement will create or be deemed to give rise to any incorporation, legal partnership, joint venture, trust, agency relationship or any other similar relationship between the Sides. Neither Side will draft any agreement with any third party on behalf of the other Side. Neither Side will have the authority to bind or compel, or claim to have the power to bind or compel the other Side in any way or manner whatsoever.

8. *Notices and Contacts*

Any notice or other communication to be given or made under this Joint Statement will be addressed and sent to the following contact points, or to such other address as a Side may designate by prior written notice to the other Side:

INDA:  
National Digital Agency  
Department of International Relations

BMDV:  
Department of Digital and Data Policy  
Division for Bilateral Digital Policy; Digital Dialogues

A Side may appoint separate or several contact persons for certain notices.

Signed in Berlin on Nov 22, 2024 which corresponds with the 21 day of Heshvan 5785 of the Hebrew Calendar, in two copies in the English language, each equally valid.

FOR THE NATIONAL DIGITAL AGENCY OF THE  
STATE OF ISRAEL

FOR THE FEDERAL MINISTRY FOR  
DIGITAL AND TRANSPORT (BMDV)  
OF THE FEDERAL REPUBLIC OF  
GERMANY