COPY

DIGITAL ECONOMY PARTNERSHIP AGREEMENT BETWEEN THE GOVERNMENTS OF THE MEMBER STATES OF THE ORGANIZATION OF TURKIC STATES

The Government of the Republic of Azerbaijan, the Government of the Republic of Kazakhstan, the Cabinet of Ministers of the Kyrgyz Republic, the Government of the Republic of Türkiye and the Government of the Republic of Uzbekistan, (hereinafter each individually referred to as a "Party" or collectively as the "Parties")

BASED ON the Nakhchivan Agreement on the Establishment of the Cooperation Council of Turkic Speaking States signed on October 3, 2009;

WITH THE SPIRIT of rooted amity and fraternity;

RECALLING the priorities set in the "Turkic World Vision-2040" and "Organization of Turkic States' Strategy for 2022-2026";

AFFIRMING the commitment to advance partnership cooperation on matters relating to the digital economy;

DESIRING to benefit from the economic opportunities and the wider access to goods and services brought about by the digital economy including electronic commerce;

RECOGNIZING the obligations of Parties under the relevant international agreements to which all the Members States are Parties;

NOTING the importance of digital economy in promoting inclusive economic growth and empowerment of women, youth, vulnerable and persons with disabilities in international trade;

CONSCIOUS OF the shared interest in protecting critical infrastructure and ensuring safe and reliable digital platforms for consumers and businesses;

CONSIDERING the positive effects of technological advances to improve existing businesses, create new products and markets;

MINDFUL of the role of setting mutual standards in facilitating interoperability between digital systems that enable cross-border trade in goods and services;

RECOGNISING the right to regulate to safeguard public welfare, protect legitimate public policy objectives;

HAVE AGREED on the following:

SECTION I
GENERAL PROVISIONS

Article 1
Scope

This Agreement shall apply to measures adopted or maintained by the Parties that affect trade in goods and services by electronic means (hereinafter referred to as "electronic commerce") and cooperation in related parts of the digital economy.

Article 2
Objectives

The objectives of this Agreement are to:

a) strengthen trade relations among the Parties through electronic commerce;
b) promote sustainable, inclusive and stable development of the digital economy within the territories of the Parties and among the Parties;
c) support the growth of economic activity among the Parties;
d) expand the scope of cooperation among the Parties on matters concerning digital economy;
e) facilitate greater business-to-business links between the Parties;
f) foster participation of small and medium-sized enterprises (SMEs) in digital economy;
g) promote the consumer confidence in digital economy.

Article 3
Definitions

For the purposes of this Agreement:

Electronic commerce means distribution, marketing, sale or delivery of goods and services by electronic means, including by use of internet;

Consumer means a consumer as defined in the national legislations of the States of each Party;

Electronic invoice means an invoice that has been issued, transmitted and received in a structured electronic format defined in the relevant national legislation of the States of the Parties which allows for its automatic and electronic processing;

Electronic invoicing or e-invoicing means automatic and electronic processing of electronic invoice;

Electronic payments mean money transfers via electronic means to fulfil monetary obligations for electronic commerce transactions;

Fin-Tech means the computer programs and other technology used to support, improve, automate or enable financial services;

Personal data means any information relating to an identified or identifiable natural person;

Single window means a facility that allows persons involved in a trade transaction to electronically lodge data and documents with a single-entry point to fulfil import, export and transit regulatory requirements;
Trade administration documents mean forms issued or controlled by a Party that must be completed by or for an importer or exporter in connection with the import or export of goods;
Unsolicited commercial electronic message means an electronic message which is sent for commercial or marketing purposes to an electronic address, without the consent of the recipient or despite the explicit rejection of the recipient, through an Internet access service supplier or, to the extent provided for under the national legislation of the States of the Parties, other telecommunications service; and
UNCITRAL means the United Nations Commission on International Trade Law.

Article 4
Payments and Transfers

1. Each Party shall permit all transfers and payments relating to electronic commerce, where market access is granted according to national legislation, to be made freely and without delay into and out of the territory of its state.
2. Each Party shall permit the transfers and payments referred to in paragraph 1 to be made in a freely usable currency at the market rate of exchange prevailing at the time of transfer.
3. Nothing in this Article prevents Parties to require compliance to their tax and customs duties obligations according to relevant national legislation and international treaties to which the states of the Parties are the parties.
4. Notwithstanding paragraph 1 and 2, a Party may prevent or delay a transfer or payment through the equitable, non-discriminatory, and good faith application of national legislation of its state relating to:

(a) bankruptcy, insolvency, or the protection of the rights of creditors;

(b) issuing, trading, or dealing in securities, futures, options, or derivatives;

(c) financial reporting or record keeping of transfers when necessary to assist law enforcement or financial regulatory authorities;

(d) criminal penal offences;

(e) ensuring compliance with the orders or judgments in judicial or administrative proceedings;

(f) regarding combating money laundering and preventing financing of terrorism in order to comply with international treaties to which the States of Parties are parties and risk management and internal control systems of banks.

Article 5
Restrictions to safeguard the Balance of Payments

1. In the event of serious balance of payments and external financial difficulties or threat thereof, a Party may adopt or maintain restrictions on payments or transfers. It is recognized that particular pressures on the balance of payments of a Party in the process of economic development may require the use of restrictions to ensure, inter alia, the maintenance of a level of financial reserves adequate for the implementation of its program of economic development.
2. The restrictions referred to in paragraph 1 of this Article shall:
a) comply with the Articles of Agreement of the International Monetary Fund;
b) avoid unnecessary damage to the commercial, economic and financial interests of the other Party;
c) not exceed those necessary to eliminate the circumstances described in paragraph 1 of this Article;
d) be of a temporary nature and progressively phased out as the situation set out in paragraph 1 improves; and
e) be applied on the basis of national treatment and in such a way that the other Party is treated no less favorably than any third state.
3. The other Party shall be immediately notified of any restrictions adopted or maintained in accordance with paragraph 1 of this Article, or any changes therein.

Article 6
General and Security Exceptions

1. For the purposes of this Agreement, Article XX and XXI of the GATT 1994 and its interpretive notes are incorporated into and made part of this Agreement, *mutatis mutandis* as applicable.
2. For the purposes of this Agreement, Article XIV and XIV *bis* of the GATS (including its footnotes) is incorporated into and made part of this Agreement, *mutatis mutandis* as applicable.

Article 7
Prudential Financial Exceptions

Notwithstanding any other provisions of this Agreement, a Party shall not be prevented from adopting or maintaining measures for prudential reasons, including for the protection of investors, depositors, policy holders, or persons to whom a fiduciary duty is owed by a financial institution or financial service supplier, or to ensure the integrity and stability of the financial system. Where such measures do not conform with the provisions of this Agreement, they shall not be used as a means of avoiding the commitments or obligations of the Parties under this Agreement.

SECTION II
BUSINESS AND TRADE FACILITATION

Article 8
Paperless Trading

1. Each Party shall endeavour to make all trade administration documents available to the public in electronic form and in a machine-readable format.
2. Each Party shall accept electronic versions of trade administration documents as the legal equivalent of paper documents, except where:
(a) there is a domestic or international legal requirement to the contrary; or
(b) doing so would reduce the effectiveness of trade administration.
3. Each Party shall establish or maintain a single window that enables persons to submit documentation or data requirements for importation, exportation, or transit of goods through a single-entry point to the participating authorities or agencies.
4. The Parties shall endeavour to establish or maintain a seamless, trusted, continuous and secure interconnection of their respective single windows to facilitate the exchange of data relating to trade administration documents.
5. The type of data and documents referred to in paragraph 4 shall be jointly determined by the Parties under the Joint Committee established in accordance with Article 25 of this Agreement, and after doing so, the Parties shall provide public access to a list of such documents and make this list of documents available online.
6. The Parties recognise the role of internationally recognised and, if available, open standards in the development and governance of the data exchange systems.[1]
7. The Parties shall cooperate and collaborate on new initiatives which promote and advance the use and adoption of systems that facilitate the data exchange referred to in paragraph 4, including but not limited to, through:
(a) sharing of information, experiences and best practices in the area of development and governance of the data exchange systems; and
(b) collaboration on pilot projects in the development and governance of data exchange systems.
8. Each Party shall endeavour to exchange customs and transport data during the cross-border movement of goods.

Article 9
Domestic Electronic Commerce Legal Framework

1. Each Party shall endeavour to adopt or maintain a similar legal framework governing electronic commerce, except electronic payments.
2. Parties shall exchange information on the national legislation of their States relating to electronic commerce.

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[1] The Parties recognise that the data exchange systems referred to in this paragraph may refer to interconnection of the single windows referred to in paragraph 4.

3. Parties shall cooperate on analysing the compatibility of the national legislation of their States with:
(a) the UNCITRAL Model Law on Electronic Commerce (1996); and/or;
(b) the United Nations Convention on the Use of Electronic Communications in International Contracts, done at New York, November 23, 2005;
c) other international treaties concluded by the Parties within the framework of other international organizations;
(d) the UNCITRAL Model Law on Electronic Transferable Records 2017.

Article 10
Logistics

1. The Parties recognise the importance of efficient cross border logistics which help lower the cost and improve the speed and reliability of supply chains.
2. The Parties shall endeavour to share best practices and general information regarding the logistics sector, including but not limited to the following:
(a) the information of railway transportation of e-commerce goods[2];
(b) the requirements for establishing logistic centres and dry ports around railway stations;
(c) the information of road, maritime and air transportation of e-commerce goods;
(d) new delivery and business models for logistics.

Article 11
Electronic Invoicing

1. The Parties recognise the importance of e-invoicing which increases the efficiency, accuracy and reliability of commercial transactions. The Parties also recognise the benefits of ensuring that the systems used for e-invoicing within their respective jurisdictions are interoperable with the systems used for e-invoicing in the jurisdictions of the States of the other Parties' (with possibility of interaction among information systems).
2. Each Party shall endeavour to ensure that the implementation of measures related to e-invoicing in its jurisdiction is designed to support cross-border interoperability (with possibility of interaction among information systems). For that purpose, each Party shall consider its measures related to e-invoicing to be based on international standards, guidelines or recommendations, where they exist.
3. The Parties recognise the economic importance of promoting the global adoption of interoperable (with possibility of interaction among information systems) e-invoicing systems. To this end, the Parties shall share best practices and collaborate on promoting the adoption of interoperable systems for e-invoicing.

[2] The information may include schedules, routes, destination stops

4. The Parties agree to cooperate and collaborate on initiatives which promote, encourage, support or facilitate the adoption of e-invoicing by businesses. To this end, the Parties shall endeavour to:
(a) promote the existence of underlying infrastructure to support e-invoicing; and
(b) generate awareness of and build capacity for e-invoicing.

Article 12
Express Shipments

1. The Parties shall ensure that their respective customs procedures are applied in a manner that is predictable, consistent and transparent in order to facilitate trade of express shipments in electronic commerce.
2. Without prejudice to the WTO obligations for the Parties who are WTO members, each Party shall endeavour to adopt or maintain the priority procedure for fulfilment of customs operations in regards to express shipments, while maintaining customs control.
This procedure shall:
(a) provide for information necessary to release an express shipment to be submitted and processed before the shipment arrives;
(b) allow a single submission of information covering all goods contained in an express shipment, such as a manifest, through electronic means if possible[3];
(c) to the extent possible, provide for the release of certain goods with a minimum of documentation;
(d) under normal circumstances, provide for express shipments to be released as soon as possible after submission of the necessary customs documents, provided the shipment has arrived and;
(e) apply to shipments of any weight or value recognising that a Party may require formal entry procedures as a condition for release, including declaration and supporting documentation and payment of tax and customs duties, based on the good's weight or value.
3. Each Party shall review the quantity and value limits applied to goods to be considered as expedited shipments periodically taking into account factors that it may consider relevant, such as rates of inflation, effect on trade facilitation, impact on risk management, administrative cost of collecting duties compared to the amount of duties, cost of cross-border trade transactions, impact on SMEs or other factors related to the collection of customs duties.

Article 13
Electronic Payments

1. The Parties agree to support the development of efficient, safe and secure cross-border electronic payments by fostering the adoption and use of internationally accepted standards,

[3] For greater certainty, additional documents may be required as a condition for release.

promoting interoperability and the interlinking of payment infrastructures, and encouraging useful innovation and competition in the payments' ecosystem.

2. To this end, and in accordance with their respective laws and regulations, the Parties recognise the following principles:

(a) The Parties shall endeavour to make their respective regulations on electronic payments, including those pertaining to regulatory approval, licensing requirements, procedures and technical standards, publicly available in a timely manner;

(b) The Parties shall, whenever possible, seek to promote the use of the Application Programming Interface (API) and encourage financial institutions and payment service providers to voluntarily provide the API of their financial products, services and transactions to third-party players, where possible, to enhance compatibility and stimulate innovation in the electronic payments ecosystem;

(c) The Parties shall consider the possibility of cross-border authentication and electronic identification of physical and legal persons using digital identification data;

(d) The Parties recognise the importance of upholding safety, efficiency, trust and security in electronic payment systems through regulation;

(e) The Parties agree that policies should promote innovation and competition in a level playing field and recognise the importance of enabling the introduction of new financial and electronic payment products and services by incumbents and new entrants in a timely manner such as through adopting regulatory and industry sandboxes.

Article 14
Domestic Supplier Database

Each Party is encouraged to establish or maintain a domestic supplier database. Such database shall list relevant domestic suppliers in specific sectors, including potential subcontractors and service providers, and exhibit, inter alia, the following features, where possible:

(a) highlight local production and services capacity through company factsheets;

(b) be searchable by sector or industry, name of product or service, location, certifications, etc.;

(c) be linked to aftercare services for investors;

(d) be available online and if possible, in English; and

(e) be consistently updated;

(f) the state of benefitting from government financial support and incentives;

(g) the state of participation in government tenders and procurements;

(h) where applicable intermediary of the database who restricts the payment of the transaction until verified with required documents for the shipment and approved by the consumer (buyer).

Article 15
Availability of Information

1. Each Party shall include on its website links or information accessible through automated electronic transfer to:

(a) the equivalent websites of the other Parties; and
(b) the websites of its own government agencies and other appropriate entities that provide information that the Party considers useful to any person interested in the implementation of this Agreement.
2. Each Party shall ensure that its laws, regulations, procedures, and administrative rulings of general application with respect to any matter covered by this Agreement are promptly published or otherwise made available in such a manner as to enable interested persons and Parties to become acquainted with them.
3. Each Party shall endeavour to ensure the availability of the online information which may include:
(a) customs regulations, procedures or enquiry points;
(b) technical regulations, standards, or conformity assessment procedures related to electronic commerce;
(c) trade promotion programmes;
(d) government procurement opportunities; and
(e) financing programmes for SMEs.
4. Each Party shall regularly review the information and links on the website referred to in paragraph 2 and paragraph 3 to ensure that the information and links are up-to-date and accurate.
5. Each Party shall respond promptly to any request by another Party for specific information on any of its existing and new laws or regulations referred to in paragraph 2.

SECTION III
ESTABLISHING BUSINESS AND CONSUMER TRUST

Article 16
Electronic Signatures

1. Each Party shall, in accordance with its domestic laws and regulations on electronic signatures and/or certification services, endeavour to facilitate the procedure of accreditation or recognition of suppliers of certification services which have already obtained accreditation or recognition under the legislation of States of the other Parties.
2. The Party issuing electronic certificate and/or creating electronic signature shall be liable for damage caused intentionally or negligently to any natural or legal person due to a failure to perform in line with its applicable rules and regulations.
3. The competent authorities of each Party, responsible for supervising certificate providers and electronic signature framework at national level, shall constitute the necessary foundation, if possible, to fulfil the mutual recognition of electronic signatures between the Parties in terms of common electronic signature formats and certificate profiles.
4. The competent authorities of each Party shall meet on a date determined by the Joint Committee to discuss the opportunities and possibilities of negotiating an agreement on the mutual recognition of electronic signatures. Before meeting, each Party shall inform other

Parties about its applicable laws and regulations on electronic signature and certification services.

5. Except in circumstances otherwise provided for under its law, a Party shall not deny the legal validity of a signature solely on the basis that the signature is in electronic form.

6. No Party shall adopt or maintain domestic laws and regulations on electronic signatures that would prevent parties to an electronic transaction from having the opportunity to prove in court, or before juridical or administrative authorities, that their electronic transaction complies with applicable legal requirements with respect to electronic signatures.

Article 17
Unsolicited Commercial Electronic Messages

1. Each Party shall adopt or maintain measures regarding unsolicited commercial electronic messages that:

(a) require suppliers of unsolicited commercial electronic messages to facilitate the ability of recipients to prevent ongoing reception of those messages;

(b) require the consent, as specified according to the legislation of the States of the Parties of recipients to receive commercial electronic messages; or

(c) otherwise provide for the minimisation of unsolicited commercial electronic messages.

2. Each Party shall provide recourse against suppliers of unsolicited commercial electronic messages that do not comply with the measures adopted or maintained pursuant to paragraph 1.

3. The Parties shall cooperate in appropriate cases of mutual concern regarding the regulation of unsolicited commercial electronic messages.

Article 18
Online Consumer Protection

1. The Parties recognise the importance of transparent and effective measures to protect consumers from fraudulent, misleading or deceptive conduct when they engage in electronic commerce.

2. The Parties recognise the importance of cooperation between their respective national consumer protection agencies or other relevant bodies on activities related to cross-border e-commerce in order to improve the welfare of consumers.

3. Each Party shall provide effective protection for rights of consumers in e-commerce that is not inferior to the level of protection afforded in other forms of commerce.

4. Each Party adopts or maintains laws or regulations prohibiting fraudulent, misleading or deceptive conduct that cause harm, or may cause harm, to consumers engaged in online commerce. "Fraudulent, misleading or deceptive conduct" include but not limited to:

(a) misleading or false statements regarding the safety quality or materials, total price, including delivery price and payment terms, delivery time, product description, composition performance, warranty obligations, conditions of repair of the goods, as well as services related to its storage, return and replacement policies, quantity or origin of goods or services;

(b) offer of goods or services for their supply, without the intention of supplying them;

(c) deliberately false advertising goods or services;

(d) failure to deliver goods or provide services to consumers after they have been billed;

(e) charging or debiting consumers' financial, telephone or other accounts without the consumer's authorisation.

5. Each Party shall adopt or maintain in force laws or regulations which require that at the time of delivery, goods and services are of acceptable and satisfactory quality in accordance with the legislation on the quality of goods and services and provide consumers with appropriate redress if they fail to do so.

6. Each Party shall endeavour to make its consumer protection laws and regulations public and easily accessible.

7. The Parties will promote, as the case may be and subject to the relevant laws and regulations of each Party, cooperation on matters of mutual interest regarding fraudulent, misleading or deceptive conduct, including in the enforcement of their laws on consumer protection in relation to electronic commerce activities.

8. The Parties shall adopt or maintain measures requiring service providers to inform consumers of their rights and obligations in relation to domestic as well as international electronic commerce.

9. In order to develop, control the implementation and application of the measures provided for in this article, the Parties shall hold meetings within the time period determined by the Joint Commission with representatives of the competent authorities in the field of consumer protection.

10. The Parties shall endeavour to establish legal protection measures for consumers of the state of the -other Party (hereinafter referred to as foreign consumers) that are affected by the *purchase of poor quality and unsafe goods, poor quality and unsafe services,* as well as by fraudulent, misleading and deceptive commercial practices, which may include, but are not limited to:

(a) Establishment of on-line mechanisms for submission of complaints by foreign consumers and their consideration by the competent authorities of the Party in whose territory of the state is registered provider of services;

(b) Creation and support of multilingual information resource, providing information about the legal basis of consumer protection in the Party;

(c) Implementation of alternative mechanisms for dispute settlement arising in the framework of e-commerce;

(d) Determination of the procedure of joint investigations into specific cases of violation of consumer rights.

Article 19

Protection of Personal Data

1. The Parties recognise the economic and social benefits of protecting the personal data and

that it contributes to enhancing consumer confidence in electronic commerce.

2. Each Party shall adopt or maintain a domestic legal framework that provides for the protection of the personal data, including cross-border transferred personal data.

3. Each Party shall make its data protection laws and regulations public and easily accessible and its competent data protection authority shall publish information on the personal data protections its state provides, including:

(a) how individuals can pursue remedies for any breach of their data protection rights; and

(b) the legal obligations that business is subject in relation to the protection of personal data and any guidance for implementing them.

4. Each Party shall encourage enterprises in the territory of its State to publish, including on the internet, their policies and procedures related to protection of personal data.

5. Recognising that the Parties may take different legal approaches to protecting personal data, the Parties shall endeavour to exchange information and share experiences on any such mechanisms applied in their jurisdictions.

SECTION IV
COOPERATION

Article 20
General Cooperation on E-commerce

1. The Parties shall cooperate in order to facilitate the implementation of this Agreement and to maximise the benefits arising from it. Cooperation activities shall take into consideration each Party's needs, and may include:

(a) information exchanges, dialogues or meetings between policy officials in regulatory agencies, agencies responsible for regulatory management or regulators of the Parties;

(b) other activities that the Parties may agree to.

2. The Parties may set out the detailed arrangements of cooperation activities in separate memoranda.

Article 21
Cooperation on Small and Medium-Sized Enterprises

1. The Parties recognise the fundamental role of SMEs in maintaining dynamism and enhancing competitiveness in electronic commerce.

2. With a view towards enhancing trade and investment opportunities for SMEs in electronic commerce, the Parties shall endeavour to:

(a) exchange information and best practices in leveraging digital tools and technology to improve the capabilities and market reach of SMEs;

(b) cooperate in other areas that could help SMEs adapt and thrive in electronic commerce;

(c) encourage participation by SMEs in online platforms and other mechanisms that [illegible] help SMEs link with international suppliers, buyers and other potential business partners; and

(d) foster close cooperation on electronic commerce between SMEs of the States of the Parties;

(e) collaborate in other areas that can help increase of the digital maturity of SMEs.

Article 22
FinTech Cooperation

1. The Parties shall promote cooperation between the FinTech industry in the States of the Parties. The Parties recognise that effective cooperation regarding FinTech will require involvement of businesses. For this purpose, the Parties shall:

(a) promote cooperation between firms in the FinTech sector;

(b) promote development of FinTech solutions for business or financial sectors;

(c) encourage collaboration of entrepreneurship or start-up talent between the Parties in FinTech, consistent with the legislation of the States of the Parties.

Article 23
Cybersecurity Cooperation

1. Noting that the Parties have a shared vision to promote secure electronic commerce to achieve global prosperity, they recognise that cybersecurity is critical for establishing trust in electronic commerce.

2. The Parties further recognise the importance of:

(a) building the capabilities of their national entities responsible for computer security incident response;

(b) using existing collaboration mechanisms to cooperate to identify and mitigate malicious intrusions or dissemination of malicious code that affect the electronic networks of the States of the Parties;

(c) workforce development in the area of cybersecurity, including through possible initiatives relating to mutual recognition of qualifications;

(d) meeting all relevant national and international legislative statutory, regulatory and contractual requirements related to cybersecurity;

(e) security mechanisms and procedures that, taken together, in order to constitute a security architecture for e-commerce;

(f) sharing information on cyber incidents, lessons learned as well as IOCs (Indicators of Compromise) with related CERTs (Computer Emergency Response Team) of Parties to ensure the cyber security of e-commerce platforms as well as to implement best practices.

Article 24
Cooperation on Competition Policy

1. Recognising the benefits of experience sharing in the areas of competition law enforcement, development and implementation of competition policies in digital markets, the Parties shall consider possibilities of carrying out mutually agreed cooperation activities, including:
(a) exchanging information and experiences on development of competition policies in the digital markets;
(b) sharing best practices for promoting competition in digital markets;
(c) providing advice or training, including through the exchange of officials, to assist a Party to build necessary capacities to strengthen competition policy development and competition law enforcement in the digital markets;
(d) any other form of technical cooperation agreed by the Parties.
2. The Parties shall cooperate, as appropriate, on issues of competition law enforcement in digital markets, including through notification, consultation and the exchange of non-confidential information.
3. The Parties shall cooperate in a manner compatible with their respective laws, regulations and important interests, and within their reasonably available resources.

SECTION V
JOINT COMMITTEE AND CONTACT POINTS

Article 25
The Joint Committee

1. The Parties hereby establish a Joint Committee to implement the provisions of this Agreement which will consist of the representatives of the relevant Ministries and institutions of the Parties in charge of realization of this Agreement.
2. The Joint Committee shall:
(a) examine any matter relating to the implementation or operation of this Agreement;
(b) consider any proposal to amend this Agreement;
(c) consider ways to further enhance partnership on e-commerce between the Parties;
(d) develop arrangements for implementing this Agreement; and
(e) take any other action as the Parties may agree.
3. The Joint Committee shall take decisions on matters within para 2 of this Article by consensus.
4. The Joint Committee may establish its Working Groups, as it deems necessary.
5. The Joint Committee shall meet within one year of the date of entry into force of this Agreement and thereafter as the Parties may decide, including as necessary to fulfil its functions under this Article.
6. Meetings of the Joint Committee shall be facilitated by the Secretariat of the Organization of Turkic States. The Secretariat shall provide any necessary administrative support for such session, and shall notify the other Parties of any decision of the Joint Committee.

7. Except as otherwise provided in this Agreement, the Joint Committee established under this Article shall carry out its work through whatever means are appropriate, which may include electronic mail, virtual meetings or videoconferencing.
8. At each meeting of the Joint Committee, each Party shall provide information on its plans for, and progress towards, implementing this Agreement.

Article 26
Contact Points

1. Each Party shall designate a contact point (competent authority) to facilitate communication between the Parties on any matters relating to this Agreement.
2. Each Party shall notify the other Parties through the Secretariat of the Organization of Turkic States of its point of contact as soon as possible after the entry into force of this Agreement.
3. Contacts points of each Party are responsible for the internal coordination of their relevant stakeholders and communication between the Parties.
4. Any notification, request, or information under this Agreement shall be conveyed to the other Parties through their contact points.
5. On request of a Party, the other Party or Parties, which receive such request, shall provide information and respond to questions pertaining to any actual or proposed measure.
6. Any notification or information provided under this Article shall be without prejudice as to whether the measure is consistent with this Agreement.
7. Each Party agrees to notify the other Parties of any changes of its contact point in due time.

SECTION VI
FINAL PROVISIONS

Article 27
Dispute Settlement

1. The Parties shall endeavor to resolve any dispute arising from the interpretation or implementation of this Agreement amicably through mutual consultations.
2. In case of a mutually acceptable solution cannot be reached between the disputing Parties within one hundred and eighty (180) days from the start of consultations the disputing Parties may settle the dispute pursuant to the UNCITRAL Arbitration Rules or any other dispute settlement procedure under the mechanisms agreed between the Parties and enacted for these purposes.
3. The decisions of the Arbitration Tribunal shall be final and legally binding upon the Parties and shall be enforced.
4. This Article shall not apply to disputes between the Parties that arises out of events that occurred before the entry into force of this Agreement.

5. The Parties may also agree to engage in mediation at any stage of the dispute, including after the commencement of arbitration or other proceedings, in accordance with the UNCITRAL Mediation Rules.

Article 28
Amendments

This Agreement may be amended any time by mutual written consent of the Parties in the form of separate protocols being an integral part of this Agreement which shall enter into force in accordance with the provisions of Article 30 of this Agreement.

Article 29
Depositary

The Secretariat of the Organization of the Turkic States shall be the depositary of this Agreement.

Article 30
Entry into Force

1. This Agreement is concluded for an indefinite period.
2. This Agreement shall enter into force thirty (30) days after receipt of a last written notification by the Depository from the Parties through diplomatic channels confirming the completion of their respective internal procedures required for the entering into force of this Agreement.

Article 31
Accession

This Agreement shall be open to accession by any third party upon the written consent of all Parties. For such acceding parties, the Agreement shall enter into force thirty (30) days after the Depositary receives the instrument of accession through diplomatic channels.

Article 32
Withdrawal

Any Party may withdraw from this Agreement at any time by notifying in writing the Depositary. Withdrawal shall become effective six (6) months after such notice is received by the Depositary.

The original of this Agreement in a single copy in the Azerbaijani, Kazakh, Kyrgyz, Turkish, Uzbek and English languages shall be deposited at the OTS Secretariat ("the Depositary").

Done at Bishkek on 6 November 2024 in a single original copy in the Azerbaijani, Kazakh, Kyrgyz, Turkish, Uzbek and English languages, all texts being equally authentic. In case of any divergence of interpretation, English text shall prevail.

For the Government of the Republic of Azerbaijan

For the Government of the Republic of Kazakhstan

For the Cabinet of Ministers of the Kyrgyz Republic

For the Government of the Republic of Türkiye

For the Government of the Republic of Uzbekistan