

# **Cooperation Agreement and Memorandum of Understanding**

**Between**

**LITHUANIAN NATIONAL ASSOCIATION  
OF FREIGHT FORWARDERS AND LOGISTICS  
“LINEKA”**

**and**

**ASSOCIATION OF NATIONAL FREIGHT  
FORWARDERS OF THE REPUBLIC OF  
KAZAKHSTAN (KFFA)**

**Party A:**

**"Lineka"** - Lithuanian National Association of Forwarders and Logistics founded in 1993.

- Member of International Federation of Freight Forwarders Associations FIATA

**LINEKA Represents:**

Companies and organizations engaged in freight forwarding and logistic business or closely related with this business.

Members of association contribute to Lithuania's economy by producing over 60% of the gross product earned in transport sector

**GOALS:**

To represent the interests of its members in governmental, social and international organizations.

To develop relations with international freight forwarding and logistic organizations worldwide.

To improve the quality of Lithuanian freight forwarding and logistic services

To organize vocational training for freight forwarders

**Association mission:** To comply with, improve and develop Freight Forwarding industry standards based on:

1. Trade facilitation;
2. Vocational training;
3. FIATA Documents and Forms;
4. National and International cooperation.

**Party B:**

**Association of National Freight Forwarders of the Republic of Kazakhstan (KFFA)** founded in 1997.

KFFA is a member of International Federation of Freight Forwarders Associations FIATA.

**Mission:** Assistance in the implementation of transit and transport potential and ensuring trade relations of the Republic of Kazakhstan based on the coordination of actions of domestic companies and the use of their intellectual, financial and economic capabilities.

**Purpose:** Creation of favorable regulatory, organizational and economic conditions for the development of the market of transport and forwarding services.

**Tasks of ANEK:**

- Representation, promotion and protection of the interests of the members of the Association;
- Assistance in the development of a system of providing transport services and forwarding by all types of transport;
- Participation in the formation of the legal framework for the formation of the market for transport services and forwarding;
- Development of partnerships between the public and private sectors;
- Formation of a regional platform to raise awareness of KFFA members in transport and logistics issues;
- Participation in the implementation of projects to improve the efficiency of transportation and trade;
- Expansion and strengthening of international relations in the field of transport forwarding by all types of transport, creating conditions for the exchange of experience;
- Solving business problems in the region and the Customs Union.



## **I. Purpose of Cooperation**

The Parties agreed to cooperate based on consultations on an equal and mutually beneficial basis.

The aim of the cooperation is to consolidate efforts to facilitate international trade and multimodal transportation between countries and to ensure mutual access of the Parties and their clients to information resources, harmonization of procedures and documents, development and implementation of standards and promotion of the recognition of such exchanges by both government agencies and business community.

## **II. Cooperation Content**

### **1. Members Resource Sharing**

Party A and Party B will provide business support in the field of logistic Information technologies and have prior commitments to recommend their associations members for business cooperation with each other.

### **2. Information Resource Sharing**

Party A and Party B, with the consent of each Party members, provide each other with access to information and software relevant to the objectives of this Agreement, in order to achieve unified user management systems, study the business models and conduct relevant research and dissemination of standards.

### **3. Promotion Resource Sharing**

Within the framework of this cooperation, with joint consent of both Parties in writing and in advance, Party A and Party B agreed to provide mutual support in advertising and development assistance.

### **III. Cooperation Mechanism**

1. The Parties shall nominate contact persons of the top management to cooperate and determine the department responsible for collaboration to advance daily activities.
2. The Parties shall establish an exchange mechanism to communicate, if needed, to hold annual meetings, review and to further assess cooperation issues, to provide ongoing consultations by means of telecommunications technology and to consult implementation mechanisms for the next steps.
3. The Parties will communicate the latest policy changes and trends related to the industry, in order to establish an online and offline information exchange platform.
4. The Parties will promote each other on respective information network platforms.
5. The Parties will participate in innovation and digitalisation projects, initiated by FIATA

### **IV. Intellectual Property and Confidentiality**

1. The intellectual property, information and other data of both sides are owned by their respective holders.
2. Within cooperation period, with a prior written consent of the other Party, each Party may in good faith use the other Party commercial logo on the corresponding website and advertising materials for the purposes of the arrangement.



3. All technical and commercial information provided to the other Party in the course of the discussion, conclusion and performance of this Agreement or realized by the other Party in the performance of this Agreement shall be treated as confidential information.

4. All Parties to the Agreement shall abide by the principle of confidentiality and shall not disclose any confidential information to any third Party outside the agreement. Unless confidential information has been disclosed, the two sides always have the obligation to keep confidentiality, and the confidentiality obligation will not be terminated due to the termination of this agreement or the termination of cooperation by both Parties. During the confidentiality period, all Parties have the obligation to take effective confidentiality measures to restrict themselves or their affiliates to those having access to confidential information, so as to ensure confidential information non-disclosure.

## **V. Other matters**

1. Unless otherwise agreed, the Parties shall undertake their respective costs arising from or in connection with the accomplishment of this Agreement.

2. Both Parties confirm that any modification, supplement or amendment to this Agreement shall be done in written form and to be made into an integral part of this Agreement upon being signed by both Parties.

The amendments shall be made in writing, and signed by the Parties. Duly completed amendments to the Agreement become an integral part thereof.

3. All disputes concerning this Agreement shall be settled through negotiation between the Parties.

4. The agreement is made in two original and equally valid copies for each Party.


5. The Parties agree that this Agreement shall take effect as from the date of signing by the Parties, with a term of ten (10) years. Each Party has the right to terminate the Agreement without liability unless the Parties have illegally dissolved or terminated the agreement.

Party A:

LINEKA

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Edmundas Daukantas  
President

Party B:

  
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Mukhambet Sabetov  
General Director