



**REPUBLIK INDONESIA**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MINISTRY OF YOUTH AND SPORTS  
OF THE REPUBLIC OF INDONESIA  
AND  
THE MINISTRY OF CULTURE, GENDER, ENTERTAINMENT AND SPORT  
OF JAMAICA  
ON  
SPORTS COOPERATION**

**THE MINISTRY OF YOUTH AND SPORTS OF THE REPUBLIC OF INDONESIA and THE MINISTRY OF CULTURE, GENDER, ENTERTAINMENT AND SPORT OF JAMAICA**, hereinafter collectively referred to as "the Participants" and individually as "the Participant".

**CONSIDERING** the importance to further strengthen the friendly relations and cooperation between both countries;

**RECOGNIZING** the importance of encouraging and developing cooperation in the fields of youth and sport for the benefit of both countries;

**RECALLING** the Basic Agreement for Economic, Scientific and Technical Cooperation between the Government of the Republic of Indonesia and the Government of Jamaica signed in Kingston on January 21, 1994;

**PURSUANT** to the prevailing laws and regulations of their respective countries;

**HAVE** reached the following understanding:

## **Paragraph 1**

### **OBJECTIVE**

This Memorandum of Understanding (MoU) aims to strengthen the ties of friendship between both countries and to promote cooperation on sports development between the Participants on the basis of reciprocity, mutual understanding and benefit.

## **Paragraph 2**

### **FIELDS OF COOPERATION**

The Participants will cooperate in the following areas:

- a. Exchange visits by government officials, researchers, and experts in the field of sports;
- b. Exchange visits by athletes, coaches, and sports officials;
- c. Exchange of programmes, experiences, knowledge, skills, and techniques in the field of sports;
- d. Cooperation activities aimed at improving sports achievement, including training programmes and workshops;
- e. Encourage cooperation between sports organizations in both countries;
- f. Exchange of information, publication, data, and teaching materials on sports and physical education;
- g. Promotion and development of the sports industry, and traditional sports in both countries;
- h. Organization of friendly sporting competitions and joint training activities;
- i. Technical assistance in the field of management of sport facilities and equipment; and other cooperative activities in the field of sports as agreed between the Participants.

**Paragraph 3**  
**IMPLEMENTATION**

The Participants agree to implement this MoU through the development of specific arrangements in the form of plans of action, executive programmes, or any other mutually agreed form of arrangement. Such arrangements may specify, *inter alia*, proposed programmes and activities, financial matters, responsibilities of the Participants involved, information exchange and other mutually agreed matters.

**Paragraph 4**  
**INTELLECTUAL PROPERTY RIGHTS**

- (1) Each Participant will retain the intellectual property rights in all works that the Participant introduces to the other Participant during collaboration under this MoU.
- (2) Each Participant will protect, within the territory of its country, intellectual property rights of the other Participant in accordance with the domestic law in force in their respective countries.
- (3) The intellectual property rights in any works resulting from joint activities carried out by the Participants during cooperation under this MoU will belong to the Participants jointly, unless specified to the contrary by separate agreement.

**Paragraph 5**  
**FINANCIAL CONDITIONS**

Each Participant will bear its own costs in relation to the financing of activities pursuant to this MoU, taking into account the availability of resources allocated in its budgets, and the provisions of its national legislation.

**Paragraph 6**  
**APPLICABLE LAW**

All activities carried out in accordance with this MoU shall be subject to the applicable domestic law of the country where the activities are carried out.

**Paragraph 7**  
**CONFIDENTIALITY**

- (1) Each Participant will undertake to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to the other Participant during the period of the implementation of this MoU or any other agreement made pursuant to this MoU.
- (2) If either Participant wants to disclose the confidential documents and information in relation to this MoU to a third party, that Participant should seek to obtain written consent from the other Party before disclosing such documents and information.
- (3) Both Participants agree that the provisions of this Paragraph will continue to be binding on the Participants notwithstanding the termination of this MoU.

**Paragraph 8**  
**SETTLEMENT OF DISPUTES**

Any dispute or difference arising from the interpretation or implementation of this MoU will be settled amicably through consultations and/or negotiations through diplomatic channels between the Participants.

**Paragraph 9**  
**AMENDMENTS**

This MoU may be reviewed or amended at any time by mutual written consent of the Participants. Such amendment will commence on such date as may be determined by the Participants and will form an integral part of this MoU.

**Paragraph 10**

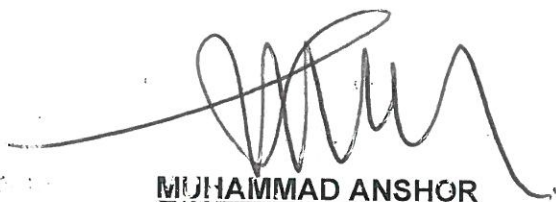
**ENTRY INTO FORCE, DURATION, AND TERMINATION**

- (1) This MoU will come into effect on the date of its signing and will remain in effect for a period of 5 (five) years and will be automatically renewed for the same period.
- (2) Either Participant may terminate this MoU, by giving written notification to the other Participant of its intention to terminate this MoU at least 6 (six) months prior to the intended date of termination.
- (3) The termination or expiration of this MoU will not affect any programme under execution at the time of such termination or expiration unless the Participants decide otherwise.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto by their respective Governments, have signed this MoU.

Signed in duplicate in the city of Kingston on this 26<sup>th</sup> day of September in the year Two Thousand and Seventeen in English and Indonesian, both texts being equally authentic. In case of any divergence of interpretation of this MoU, the English text will prevail.

**FOR THE MINISTRY OF YOUTH AND SPORTS  
OF THE REPUBLIC OF INDONESIA**



**MUHAMMAD ANSHOR**  
DIRECTOR GENERAL  
FOR AMERICAN AND EUROPEAN AFFAIRS,  
MINISTRY OF  
FOREIGN AFFAIRS OF THE REPUBLIC OF  
INDONESIA

**FOR THE MINISTRY OF CULTURE,  
GENDER, ENTERTAINMENT AND  
SPORT OF JAMAICA**



**DR. JANICE LINDSAY**  
PERMANENT SECRETARY,  
MINISTRY OF CULTURE, GENDER,  
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