



REPUBLIK INDONESIA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF YOUTH AND SPORTS OF THE REPUBLIC OF
INDONESIA
AND
THE NATIONAL INSTITUTE OF SPORTS, PHYSICAL
EDUCATION AND RECREATION OF THE REPUBLIC OF CUBA
ON
SPORTS COOPERATION**

The Ministry of Youth and Sports of the Republic of Indonesia and the National Institute of Sports, Physical Education and Recreation of the Republic of Cuba, hereinafter referred to singularly as a "Party" and collectively as the "Parties";

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

DESIRING to promote and enhance the cooperative relations in the field of sports between the Parties;

RECOGNIZING the importance of encouraging and developing sports exchange programs for the benefit of both countries;

BEARING IN MIND the fruitful cooperation between the Parties under the framework of the Arrangement between the Ministry of Youth and Sports of the Republic of Indonesia and the National Institute of Sports, Physical Education and Recreation of the Republic of Cuba, signed in Bali on May 28th 2007 which has expired;

PURSUANT to the prevailing laws and regulations in their respective countries;

HAVE reached the following understanding:

ARTICLE 1
AIMS OF COOPERATION

This Memorandum of Understanding aims to further strengthen the close relation and cooperation between both countries through the promotion of cooperation between the Parties in the development of sports on the basis of reciprocity, mutual understanding and benefit.

ARTICLE 2
FIELDS OF COOPERATION

The Parties agree to cooperate in the following areas:

- (1) Exchange of visits of senior officials;
- (2) Exchange of visits and cooperation between coaches, experts, specialists, and researchers in the fields of competitive sports, sports for all, sports science, sports medicine, and sports law;
- (3) Encouraging cooperation between sports organizations of the two countries to facilitate seminars, researches, science and technology;
- (4) Exchange of information, publication, data and teaching materials on sports and physical education in accordance with the law in force in both countries;
- (5) Cooperation to improve sports achievement of the two countries, including training camp and try out;
- (6) Development of sports industry;
- (7) Cooperation in the anti-doping control in sports environment;
- (8) Organizing friendly competition and joint training of various sports;

- (9) Promoting and developing traditional sports;
- (10) Other cooperative activities agreed upon by the Parties.

ARTICLE 3 IMPLEMENTATION

- (1) The implementation of this Memorandum of Understanding shall be carried out through the development of specific arrangements in the forms of, among other things, plan of action, executive programs, or any other mutually agreed form of arrangement. Such arrangements shall specify inter alia programs and activities, the financial matters, responsibilities of the Parties involved and other related matters;
- (2) For the transfer of coaches and specialist as technical advisers, the organization of training camps and upgrading courses as well as other activities requesting so; the Cuban party shall be officially represented by CUBADEPORTES S.A.

ARTICLE 4 FINANCIAL ARRANGEMENT

Each Party shall bear its cost to finance its activities to implement this Memorandum of Understanding with the resources allocated in its budgets, according to the availability, budgetary appraisal, and the provisions of its national legislation.

ARTICLE 5 INTELLECTUAL PROPERTY RIGHTS

- (1) Each Party shall protect, within its territory, intellectual property rights of the other Party in accordance with the domestic law in force in their respective countries.
- (2) In case specific arrangement, programs or projects may result in intellectual property, the Parties shall conclude separate arrangement in accordance with their respective laws and regulations.

ARTICLE 6

LIMITATION OF ACTIVITIES OF PERSONNEL

- (1) Each Party shall assure that its personnel involved in the activity related to this Memorandum of Understanding will respect political independence, sovereignty, and territorial integrity of the host country, and the personnel will have a duty not to interfere in internal affairs of the host country and shall avoid any activity inconsistent with the purposes and objectives of this Memorandum of Understanding.
- (2) The violation of paragraph 1 of this Article may result in revocation of all permits of the personnel concerned and other necessary measures in accordance with the prevailing laws and regulations of the host countries.

ARTICLE 7

CONFIDENTIALITY

- (1) Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied by the other Party for the implementation of this Memorandum of Understanding;
- (2) If either Party wants to disclose the confidential documents and information to a third party, that said Party shall have prior consent from the other Party;
- (3) The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 8

SETTLEMENT OF DISPUTES

Any dispute or difference arising out of the interpretation or implementation of this Memorandum of Understanding shall be settled amicably through consultations and/or negotiations through diplomatic channels between the Parties.

ARTICLE 9
AMENDMENTS

This Memorandum of Understanding may be reviewed or amended at any time by mutually written consent of the Parties. Such amendments shall enter into force on the date as determined by the Parties and shall form an integral part of this Memorandum of Understanding.

ARTICLE 10
ENTRY INTO FORCE, DURATION AND TERMINATION

- (1) This Memorandum of Understanding shall enter into force on the date of its signing.
- (2) This Memorandum of Understanding shall remain in force for a period of 5 (five) years and shall be automatically extended for the same periods.
- (3) Either Party may terminate this Memorandum of Understanding at any time, by giving written notification to the other Party of its intention to terminate this Memorandum of Understanding at least 6 (six) months prior to the intended date of termination.
- (4) The termination of the present Memorandum of Understanding shall not affect the validity and duration of any arrangement, program and activity made under the present Memorandum of Understanding until the completion of such arrangement, program and/or activity, unless the Parties agree otherwise.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Memorandum of Understanding.

DONE in duplicate in Jakarta on this twentyfourth day of May in the year two thousand and thirteen in the Indonesian, Spanish, and English languages, all texts are being equally authentic. In case of any divergence of interpretation of this Memorandum of Understanding, the English text shall prevail.

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

**FOR THE NATIONAL INSTITUTE
OF SPORTS, PHYSICAL
EDUCATION AND RECREATION
OF THE REPUBLIC OF CUBA**

Signed

H.E. YULI MUMPUNI WIDARSO

Secretary
Ministry of Youth and Sports

Signed

H.E. ENNA VIANT VALDES

Ambassador Extraordinary and
Plenipotentiary of the Republic of
Cuba to the Republic of Indonesia