

# MEMORANDUM OF UNDERSTANDING BETWEEN THE GENERAL AUTHORITY OF SPORTS OF THE UNITED ARAB EMIRATES AND THE MINISTRY OF YOUTH AND SPORTS OF THE REPUBLIC OF INDONESIA ON COOPERATION IN THE FIELD OF SPORTS

The General Authority of Sports of the United Arab Emirates and the Ministry of Youth and Sports of the Republic of Indonesia, (hereinafter referred to collectively as "the Parties" and individually as a "Party");

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

**DESIRING** to encourage and promote cooperation between the Parties in the field of sports;

**BELIEVING** that the cooperation will benefit the Parties;

**PURSUANT** to the prevailing laws and regulations in their respective countries as well as the procedures and policies of their respective governments;

**HAVE AGREED** as follows:

## ARTICLE 1 AIMS OF COOPERATION

This Memorandum of Understanding (hereinafter referred to as "MoU") aims to strengthen the friendly relations and to promote cooperation in the field of sports between the Parties on the basis of reciprocity, mutual understanding, and benefit.

### ARTICLE 2 FORMS OF COOPERATION

The Parties will cooperate in the field of sports through the following forms:

- a. exchange of visits between government officials, experts, athletes, coaches, and researchers;
- encourage participations of sport personnel's of the Parties in sports conferences, seminars, and/or forums, either on a regional or international level;
- c. exchange of experiences, knowledge, skills, techniques, information, publications, data, and learning materials;
- d. capacity building to improve both countries sport personnel's qualifications, through various programs, including coaching and workshops;
- e. promote the development and utilization of sport science, community sports, educational sports, and competitive sports in both countries;
- f. encourage cooperation of sport organizations' in both countries; and
- g. other forms of cooperation that are mutually agreed upon in writing by the Parties.

## ARTICLE 3 IMPLEMENTATION

- 1. The Parties agree to implement this MoU through separate arrangement(s) in the form of plans of action, executive programs, or any other mutually agreed forms of arrangement. Such arrangements may specify, inter alia, the proposed program and activities, financial matters, intellectual property, responsibilities undertaken by the Parties involved, and other necessary matters that are not covered by this MoU.
- 2. Either Party may invite the participation of a third party in the joint activities and/or programmes being carried out under this MoU upon the agreement of the other Party. In carrying out such joint activities and/or programmes, the Parties will ensure that the third party will comply with the provisions of this MoU.
- 3. For the purpose of communication related to this MoU, the following persons are designated as contact points:

a. For the General Authority of Sports of the United Arab Emirates:

Position : Head of the Internal and International

Communications Department

Address : Street 5, Al Nahda 1 - Dubai, United Arab

**Emirates** 

Phone : (+971) 444162222

Fax : (+971) 444162000

E-mail : info@gas.gov.ae

ahlam.ahmad@gas.gov.ae

b. For the Ministry of Youth and Sports of the Republic of Indonesia:

Position : Head of Bureau for Legal Affairs and

Cooperation

Address: Jl. Gerbang Pemuda No.3, RT.1/RW.3,

Gelora, Kecamatan Tanah Abang, Kota

Jakarta Pusat, Daerah Khusus Ibukota

Jakarta 10270

Phone : (+62) 1500-928

Fax :

E-mail : persuratan@kemenpora.go.id

4. All communications related to the implementation of this MoU shall be in written form and shall be deemed delivered when delivered in person or received by email, certified mail, return receipt requested, addressed to the recipients designated above, subject to any change of address, written notice of which will be promptly provided.

Any changes regarding the contact points of either Party shall be communicated in writing to the other Party and will not be regarded as an amendment.

# ARTICLE 4 INTELLECTUAL PROPERTY

- 1. Any Intellectual Property (hereinafter referred to as "IP") brought in by either Party for the implementation of this MoU shall remain the property of that Party. That Party shall assure that the IP did not result from the infringement of any third Party's legitimate rights and shall be liable for any claim made by a third party on the ownership and legality of the use of the IP which is brought in by the aforementioned Party for the implementation of this MoU.
- 2. The Parties shall take the necessary measures to respect the intellectual property of the other Party, and the intellectual property resulting from any activity within the framework of this MoU shall be jointly owned, in accordance with their respective laws and regulations in force in both countries and the international agreements to which they are party to.

# ARTICLE 5 FINANCIAL ARRANGEMENTS

Each Party shall bear its own costs to finance their activities to implement this MoU with the resources allocated in its budgets, according to the availability, budgetary appraisal, and provisions of its national legislation.

### ARTICLE 6 SUSPENSION

Each Party reserves the right, under reasons of national security, national interest, public order, or public health, to suspend temporarily, either in whole or in part, the implementation of this MoU, which suspension shall take effect 60 (sixty) days after an official written notification has been given to the other Party through diplomatic channels and shall resume in the same way.

# ARTICLE 7 LIMITATION OF PERSONNEL ACTIVITIES

- Each Party shall assure that its personnel involved in the activities related to this MoU will respect the political independence, sovereignty, and territorial integrity of the host country, and the personnel will have a duty not to interfere in the internal affairs of the host country and shall avoid any activity that is inconsistent with the objectives of this MoU.
- Any form of violation of Paragraph 1 of this Article may result in the revocation of all permits of the personnel concerned as well as the imposition of other necessary measures by competent authorities of the host country in accordance with the prevailing laws and regulations of the host country.

## ARTICLE 8 CONFIDENTIALITY AND PUBLICATIONS

- 1. Each Party will undertake to observe the confidentiality of documents and information received from or supplied by the other Party for the implementation of this MoU and shall not use the information and documents exchanged between them except for the purposes for which they were intended, according to what they agreed upon, and not to transfer them to any third Party without a written consent of the Party that provided them.
- 2. If either Party intends to disclose the confidential documents and Information to a third Party, the said Party will obtain prior written consent from the other Party.
- 3. The Parties agree that each Party may publish the existence and nature of activity under this MoU provided that either Party does not indicate in writing that a specific matter should remain confidential.
- 4. The Parties agree that the use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of that Party.
- The Parties agree that the provisions of this Article will continue to be binding between the Parties notwithstanding the termination of this MoU.

# ARTICLE 9 SETTLEMENT OF DISPUTES

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

# ARTICLE 10 STATUS UNDER THE INTERNATIONAL LAW

This MoU will not affect the right and obligation of the Parties resulting from any international treaties to which they are parties.

## ARTICLE 11 AMENDMENTS

Any amendments may be made to this MoU by mutual written consent of the Parties. Such amendments will take effect on the date agreed upon by the Parties and shall form an integral part of this MoU.

# ARTICLE 12 ENTRY INTO FORCE, DURATION, AND TERMINATION

- 1. This MoU shall enter into force on the date of its signing.
- 2. This MoU shall remain in force for a period of 5 (five) years and may be extended for another period of 5 (five) years upon mutual written consent of the Parties through diplomatic channels.
- 3. Either Party may terminate this MoU by giving a written notification to the other Party of its intention to terminate this MoU at least 6 (six) months prior to the intended date of termination.
- 4. The termination or expiration of this MoU will not affect the duration of arrangements, programs, or activities made under this MoU that are ongoing at the time of such termination or expiration until the completion of such arrangements, programs, or activities, unless otherwise decided by the Parties.

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

**DONE** in duplicate in Abu Dhabi on this 24<sup>th</sup> day of April, 2024, each in the Arabic, Indonesian, and English languages. All texts being equally authentic. In the event of any divergence in the interpretation of this MoU, the English text shall prevail.

FOR THE GENERAL
AUTHORITY OF SPORTS OF
THE UNITED ARAB EMIRATES

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

AHMAD BELHOUL AL FALASI

CHAIRMAN OF THE GENERAL AUTHORITY OF SPORTS

ARIO BIMO NANDITO ARIOTEDJO

MINISTER OF YOUTH AND SPORTS