



REPUBLIK INDONESIA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF YOUTH AND SPORTS OF THE REPUBLIC OF INDONESIA
AND
THE MINISTRY OF YOUTH AND SPORTS OF THE REPUBLIC OF FIJI
ON
YOUTH AND SPORTS COOPERATION**

The Ministry of Youth and Sports of the Republic of Indonesia and The Ministry of Youth and Sports of the Republic of Fiji (hereinafter referred to as "the Parties");

CONSIDERING the interest in strengthening the ties of friendship and cooperation between both countries;

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

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

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 (MoU) aims at strengthening the ties of friendship between both countries and to promote youth and sports development on the basis of reciprocity, mutual understanding and benefit.

**ARTICLE 2
FIELDS OF COOPERATION**

The Parties agree to cooperate in the following areas:

- (1) Youth matters
 - a. Youth exchange program.

- b. Exchange of visit by government officials in charge of youth policy making.
- c. Encouraging cooperation between youth organizations of both countries.
- d. Exchange of information on youth matters.
- e. Organizing training programs in various areas to increase youth capacity.

(2) Sports matters

- a. Reciprocal visits by government officials.
- b. Exchange of visits and cooperation between coaches, experts, specialists, and trainers in the fields of competitive sports, sports for all, sports science, sports medicine, and sports law.
- c. Cooperation between sports organizations of the two countries to facilitate seminars, researches, science and technology, as well as the exchange of other information and communication materials.
- d. Development of sports industry.
- e. Exchange of information and data on sports in accordance with the law in force in both countries.
- f. Cooperation to improve sports achievement of the two countries, including training camp and attachments or internships.
- g. Organizing friendly competition of various sports.
- h. Promoting and developing traditional sports.

(3) Other cooperative activities agreed upon by the Parties.

**ARTICLE 3
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 4 FINANCIAL CONDITION

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

ARTICLE 5 IMPLEMENTATION

The Parties agree to implement this MoU through the development of a specific arrangement. Such arrangement shall specify inter alia programs and activities, the financial matters, responsibilities of the Parties involved and other related matters.

ARTICLE 6 LIMITATION OF ACTIVITIES OF PERSONNEL

- (1) Each Party shall assure that its personnel involved in the activities related to this MoU will respect political independence, sovereignty, and territorial integrity of 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 MoU.
- (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 MoU;
- (2) If either Party wants to disclose the confidential documents and information to the 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 MoU.

**ARTICLE 8
SETTLEMENT OF DISPUTES**

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

**ARTICLE 9
AMENDMENTS**

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

**ARTICLE 10
ENTRY INTO FORCE, DURATION AND TERMINATION**

- (1) This MoU will enter into effect on the date of its signing.
- (2) This MoU will remain in force for a period of 3 (three) years and shall be automatically extended for the same period, unless either Party terminates this MoU.
- (3) Either Party may terminate this MoU by giving 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 of the present MoU will not affect the validity and duration of any arrangement, program and activity made under the present MoU until the completion of such arrangement, program and/or activity, unless the Parties agree otherwise.

**ARTICLE 11
LEGAL EFFECT**

Notwithstanding the intention of the Parties to implement the provisions of this MoU with good faith and in effective as well as efficient manners, this MoU shall not create legal obligations to either Party.

IN WITNESS WHEREOF, the undersigned, have signed this MoU.

Done in duplicate in **Nadi, Fiji** on this **eighteenth** day of **June**
in the year two thousand **and fourteen** in the Indonesian and
English languages, all text are being equally authentic. In case of any divergence
of interpretation of this MoU, the English text shall prevail.

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

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

Signed

Signed

ROY SURYO NOTODIPROJO
Minister

COMMANDER VILIAME NAUPOTO
Minister