

**No. 47272**

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**Argentina  
and  
Indonesia**

**Memorandum of Understanding between the Government of the Argentine Republic and the Government of the Republic of Indonesia in the field of sports. Buenos Aires, 7 July 2009**

**Entry into force:** *7 July 2009 by signature, in accordance with article 10*

**Authentic texts:** *English, Indonesian and Spanish*

**Registration with the Secretariat of the United Nations:** *Argentina, 19 March 2010*

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**Argentine  
et  
Indonésie**

**Mémorandum d'accord en matière de sports entre le Gouvernement de la République argentine et le Gouvernement de la République d'Indonésie. Buenos Aires, 7 juillet 2009**

**Entrée en vigueur :** *7 juillet 2009 par signature, conformément à l'article 10*

**Textes authentiques :** *anglais, indonésien et espagnol*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Argentine, 19 mars 2010*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA  
AND  
THE GOVERNMENT OF THE ARGENTINE REPUBLIC  
IN THE FIELD OF SPORTS**

The Government of the Republic of Indonesia and the Government of the Argentine Republic, hereinafter referred to as "the Parties".

DESIRING to promote and strengthen the existing bilateral and friendly cooperation relations between both countries in the field of sports.

SEEKING to encourage and develop their amicable relationship through the exchange of programs aimed of sport people and related personnel for the mutual benefit of both countries.

PURSUANT to the prevailing laws and regulations in the respective countries.

Have agreed as follows:

**Article 1  
Objectives**

This Memorandum of Understanding (hereinafter referred to as "MoU") shall provide the necessary framework for specific proposals for cooperation programs between both countries in the field on sports development and excellence on the basis of reciprocity and mutual benefit. The Parties shall encourage and facilitate the advancement and cooperation between and through both organizations and implementation of these MoU in order to carry out cooperative activities and programs on sports.

**Article 2  
Fields and Forms of Cooperation**

1. In order to fulfill the aforesaid cooperation objectives, the Parties shall encourage and promote the exchange of programs, experiences, skills, techniques, information, documentation and knowledge within the following field of cooperation in sports as follows:
  - a) Athletes training and competition;

- b) Exchange of programs, coaches and officials;
- c) Programs for training and exchange of researches in sciences applied to sports;
- d) Exchange and training in the fields of technology, infrastructure, doping and information and sports documentation programs; and
- e) All other fields and matters deemed necessary and agreed upon for the mutual benefit within the framework of this MoU.

2. Cooperation within the framework of this MoU shall include:

- a) Exchange of experts, government officials, coaches and athletes in the field of sports;
- b) Exchange of material for the planning of sport programs;
- c) Cooperation in the fields of research, sport industry, training system, and science applied to sports;
- d) Interaction through meetings, conference and symposia; and
- e) Exchange of sports documentation and bibliography.

### **Article 3 Financial Arrangements**

The exchange of sports delegations between the Parties shall be according to the following financial terms:

- a) The Parties shall agree all initiatives mentioned in this program shall be carried out within the limits of the financial resources annually established by their budget and shall be agreed by the Parties in advance;
- b) This MoU will constitute a general framework for collaboration between both countries in the domains of sports hence signing the same will not entail any financial obligations.

### **Article 4 Implementation**

- 1. The Parties shall agree on the implementation and development of schedules within the framework of this MoU through meetings, correspondence and other means.
- 2. Each Party shall be responsible for coordinating the implementation of the part of the schedule concerning such Party.
- 3. The Parties shall sign the schedules in the last quarter of the year prior to their implementation.

## **Article 5**

### **Executing Authorities**

The Executing Authorities responsible for the implementation of this MoU are:

- a. The Ministry of Youth and Sport Affairs, on behalf of the Government of Indonesia; and
- b. The Sports Secretariat of the Argentine Republic.

## **Article 6**

### **Intellectual Property Rights**

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the parties and with the international agreements signed by both Parties.
2. The usage of the name, logo and/or official emblem of any of the parties on any publications, documents and/or paper is prohibited without the prior approval by either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, product and services development, carried out:
  - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.
4. Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreement made pursuant to this Memorandum of Understanding.
5. If either Party wishes to disclose confidential activities under this Memorandum of Understanding to any third Party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made.
6. The parties, in any circumstances involving involvement of third Party occurs, shall:
  - a) Indemnify each other that the intellectual property brought by the Party into the territory of the other Party for the implementation of any project arrangement or activities is not resulted from any infringement of Third Party's property rights;
  - b) Be liable for any claim made by any third party on the ownership and legality of the use of the intellectual property rights which is brought in by the aforementioned Party for the implementation of

the cooperation activities under this Memorandum of Understanding.

- c) Give first preference of the cooperation to the other Party under this Arrangement, which shall be waived, if the other Party is unable to participate in a mutually beneficial manner, whenever either Party requires the cooperation of another party outside The Republic of Indonesia and The Argentine Republic for any commercial undertaking resulted from intellectual property covered by this Agreement.

#### **Article 7**

##### **Limitation of Activities of Personnel**

The Parties shall ensure that its personnel engaged in the program under this Memorandum of Understanding will not take part in any political affairs and/or commercial activities, as well as conducting any other activities contrary to the purposes and objectives of this Memorandum of Understanding.

#### **Article 8**

##### **Settlement of Dispute**

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

#### **Article 9**

##### **Amendments**

This MoU may be amended by mutual written consent between The Parties. Such amendments shall enter into force on the date as may be determined by the Parties and shall form an integral part of this MoU.

#### **Article 10**

##### **Entry into Force, Duration and Termination**

1. This MoU shall enter into force on the date of its signature.
2. This MoU shall remain in force for a period of 5 (five) years and shall be automatically renewed for equal consecutive periods unless one of the Parties communicates its intention to terminate it, by giving written notice to the other Party at least six (6) months in advance.
3. The termination of this MoU shall not affect the validity and duration of any arrangement, plans and programs until the completion of such arrangement, plans and programs.