

MEMORANDUM OF UNDERSTANDING BETWEEN THE GENERAL ELECTIONS COMMISSION OF THE REPUBLIC OF INDONESIA AND

THE CENTRAL ELECTION COMMISSION OF THE RUSSIAN FEDERATION ON

COOPERATION IN THE FIELD OF ELECTORAL MANAGEMENT

The General Elections Commission of the Republic of Indonesia and the Central Election Commission of the Russian Federation, hereinafter referred to collectively as the "Parties" and individually as the "Party";

Desiring to strengthen the existing friendly relations and bilateral cooperation between the Parties;

Taking into account the Parties respective experience in the field of election and democracy;

Acknowledging the need to formalize their relationship to foster cooperation on the development of human resources and exchange of knowledge in the field of elections with a view to jointly promote democratic values and the professionalization of election management;

Pursuant to the prevailing laws and regulations of the Parties respective states;

Hereby reached the following understanding:

ARTICLE 1 OBJECTIVE

The purpose of this MoU is to provide a framework for cooperation in enhancing electoral management of the Parties, based on democratic values.

ARTICLE 2 SCOPE OF COOPERATION

The Parties will endeavour to cooperate in human resources development and exchange of knowledge in information, communication and technology aspects related to electoral management.

ARTICLE 3 FORMS OF COOPERATION

The form of cooperation will be as follows:

- Programs or other activities to develop human resources and exchange of knowledge in information, communication and technology aspects related to Electoral management;
- Such programs and other activities as referred to in Paragraph 1 of this Article
 can be conducted in the forms of focus group discussions, workshops,
 international conferences on human resources development, election
 information exchange, training, knowledge and technology information
 development on Electoral management;
- 3. Any other forms of cooperation as mutually agreed upon by the Parties.

ARTICLE 4 <u>DUTIES AND RESPONSIBILITIES</u>

The Parties will designate liason officers to facilitate communication, and will inform each other of the name and position of the designated officers and their contact details. Any changes of liason officer will be communicated accordingly in writing and in due course.

ARTICLE 5

OBLIGATION UNDER INTERNATIONAL

AND DOMESTIC LAWS

Nothing in this MoU shall, in any way, prevent either Party from entering into bilateral agreements with organizations in other countries on matters covered under this MoU.

ARTICLE 6

CONFIDENTIALITY

- Each Party shall protect the confidentiality of all information, data, material, intellectual property or communication furnished to it by the other Party pursuant to this MoU against unauthorized disclosure.
- The receiving Party shall not disclose such information to any third party without the prior written consent of the disclosing Party or use such information for any purpose other than to carry out the purpose of this MoU
- This article shall survive the expiry or termination of this MoU for any reason whatsoever.

ARTICLE 7

FUNDING

Funding of cooperative activities under this MoU will be mutually determined by the Parties and will be carried out based on the availability of funds.

ARTICLE 8

AMENDMENT

This MoU may be amended as mutually agreed by the Parties. Such amendment will come into force on a date as may be mutually agreed upon by the Parties and shall form as an integral part of this MoU.

ARTICLE 9

SETTLEMENT OF DIFFERENCES

Any differences between the Parties relating to the interpretation and application of this MoU will be settled amicably through negotiations.

ARTICLE 10

ENTRY INTO FORCE, DURATION, AND TERMINATION

- a. This MoU shall come into force on the date of its signing.
- b. This MoU shall remain in force for a period of 5 (five) years and may be extended by mutual written consent of the Parties for a subsequent period of 5 (five) years.
- c. This MoU may be terminated by either Party upon written notification within 3 (three) months prior to its termination. This termination will not affect the completion of program made under this MoU, unless otherwise agreed by the Parties.

IN WITNESS WHEREOF, the undersigned, the authorized representatives of the respective Parties, have signed this MoU.

Signed in Moscow, Russian Federation on 7 September 2019, in two originals each in the Indonesian, Russian and English languages, all text being equally authentic. In the event there is any difference in interpretation between the three texts, the English text shall prevail.

For the General Elections Commission of the Republic of Indonesia

For the Central Election Commission of the Russian Federation

Arief Budiman
Chairman
General Elections Commission
Of the Republic of Indonesia

Ella Pamfilova
Chairperson
Central Election Commission
Russian Federation