



REPUBLIK INDONESIA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GENERAL ELECTIONS COMMISSION
OF THE REPUBLIC OF INDONESIA
AND
THE ELECTORAL NATIONAL COMMISSION
OF THE DEMOCRATIC REPUBLIC OF TIMOR-LESTE
ON
COOPERATION IN THE DEVELOPMENT OF THE
HUMAN RESOURCE AND INSTITUTIONAL CAPACITY**

The General Elections Commission of the Republic of Indonesia (KPU) and the Electoral National Commission of the Democratic Republic of Timor-Leste (CNE), (hereinafter referred to collectively as the "Parties" and singularly as "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 elections;

Acknowledging the need to formalise the Parties' relationship to foster cooperation in the development of human resources and institutional capacity by exchanging knowledge in the field of elections to jointly promote democratic values and the professionalisation of electoral management;

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

Hereby have reached the following understanding:

**ARTICLE 1
OBJECTIVE**

The objective of this Memorandum of Understanding (hereinafter referred to as “the MoU”) is to provide a framework for cooperation in developing human resources and institutional capacity of the Parties.

**ARTICLE 2
SCOPE OF COOPERATION**

The Parties will endeavour to cooperate in human resources and institutional capacity development by exchanging knowledge in information, communication, and technology aspects of electoral management.

**ARTICLE 3
FORMS OF COOPERATION**

The forms of cooperation will be as follows:

- a. programs or other activities to develop human resources;
- b. exchange of knowledge in Information and Communication Technology (ICT) aspects related to electoral management;
- c. programs or other activities to support the promotion of democratic values in the form of bridging the consortium of *Tata Kelola Pemilu* (TKP) referred to as the high-level courses for electoral governance and management;
- d. such programs or other activities, as referred to in Paragraphs a, b, and c of this Article, can be conducted in the form of focus group discussions, workshops, international conferences on human resource development, election information exchange, training, knowledge and technology information development on electoral management; and
- e. any other forms of cooperation as mutually agreed upon by the Parties.

ARTICLE 4
PARTICIPATION IN SIMILAR ACTIVITIES

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

ARTICLE 5
CONFIDENTIALITY

1. Each Party will protect the confidentiality of all information, data, material, intellectual property, or communication furnished to it by the other Party according to this MoU against unauthorised disclosure.
2. The receiving Party will 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.
3. Each Party has the right to refuse to provide information and/or data if the information and/or data are included in state secrets.
4. This Article will survive the expiry or termination of this MoU for any reason whatsoever.

ARTICLE 6
INTELLECTUAL PROPERTY RIGHTS

1. Intellectual property, such as applications or information technology, may be used to carry out activities based on this MoU.
2. Any intellectual property rights belonging to one of the Parties used for the implementation of activities under this MoU as referred to in paragraph 1 of this Article will remain the property of the Party that owns the intellectual property rights.

ARTICLE 7
FUNDING AND RESOURCES

Funding of cooperative activities under this MoU will be mutually determined by the Parties and carried out based on the available funds. The activities carried out under this MoU will also be subject to the availability of human resources of the Parties.

ARTICLE 8
AMENDMENT

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

ARTICLE 9
DISPUTE SETTLEMENTS

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

ARTICLE 10
BASIC PRINCIPLES OF IMPLEMENTATION

The Parties will adhere to the internationally accepted principles and values consistent with the applicable domestic laws.

ARTICLE 11
COMING INTO EFFECT, DURATION, AND TERMINATION

1. This MoU will come into effect on the date of its signing.
2. This MoU will remain valid for 5 (five) years and may be extended by mutual written consent of the Parties for a subsequent period of 5 (five) years.
3. This MoU may be terminated by either Party upon written notification to the other Party 3 (three) months before its termination. This termination will not affect the completion of programs started under this MoU unless otherwise agreed by the Parties.

ARTICLE 12
CHANNELS OF COMMUNICATION

1. All notices, approvals, consents, or other communications made according to this MoU will be in writing.
2. The channels of communication will be as follows:

Secretary-General The General Elections Commission of the Republic of Indonesia Jl. Imam Bonjol No. 29, Jakarta, Indonesia Tel: (+6221) 31937223 Email: inter-org.division@kpu.go.id	Secretary-General The Electoral National Commission of the Democratic Republic of Timor Leste Address: Av. 20 de Maio No. 45 Colmera, Dili, Timor-Leste Tel: +3310516/Hp. +670 77327326 Email: sekretariadugeralcne@gmail.com
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IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective governments, have signed this MoU.

Signed in Bogor, Indonesia, on February 13th, 2023, in duplicate, each in the Indonesian, English, and Portuguese languages, all texts being equally authentic. If there are any interpretational differences between the three texts, the English text will prevail.

**FOR THE GENERAL ELECTIONS
COMMISSION OF THE REPUBLIC
OF INDONESIA**



HASYIM ASY'ARI
CHAIRMAN

**FOR THE ELECTORAL NATIONAL
COMMISSION OF THE
DEMOCRATIC REPUBLIC OF
TIMOR-LESTE**



JOSÉ A. DA COSTA BELO PEREIRA
PRESIDENT