

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSTITUTIONAL COURT OF INDONESIA AND THE CONSTITUTIONAL COURT OF MONGOLIA

The Constitutional Court of Indonesia and the Constitutional Court of Mongolia, hereinafter collectively referred to as "the Parties" and individually as "a Party",

**Recognizing** the necessity of cooperation between the Parties in order to strengthen, expand and further develop bilateral cooperation

**Realizing** that the increasing and intensified methods of cooperation and exchange of information between the Parties will be mutually beneficial in protecting human rights, enhancing democracy, and upholding the implementation of the rule of law in the two countries,

Have reached the following understanding:

# Article 1 Purpose of Memorandum

The Purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is to provide a framework for cooperation in the field of constitutional law.

#### Article 2

### **Scope of Cooperation**

On the basis of this MoU, the Parties will cooperate in the following areas:

- Mutual exchange of information and the best practices in the field of Constitutional Justice;
- b. Exchange of legal documents and officially published research papers within the purview and competencies of the Parties;
- Institutional capacity building through mutual visits, secondment programs, internships, professional courses, trainings, and joint research;
- d. Mutual support on the organization of conferences, congress, seminars, and/or other activities on judicial and legal issues of mutual interest;
- e. Other forms of cooperation as mutually agreed by the Parties.

#### Article 3

#### Communication

- 3.1. Communication between the Parties for implementing this MoU will be assigned to the Secretariats of the Parties.
- 3.2. The Parties will designate one or more members of their staff as liaison officers to facilitate correspondence and makeing necessary preparation for the implementation of this MoU.
- 3.3. Communication between the Parties will be carried out in English.
- 3.4. Administrative documents will be in English unless both Parties agree otherwise.

## Article 4

## **Financial Implications**

- 4.1. The financial matters related to the activities under this MOU will be determined by consultation between the Parties.
- 4.2. The implementation of cooperative activities pursuant to the terms of this MOU will be subject to the availability of the necessary funding.

# Article 5 Legal Status

This MoU will not be interpreted as an international treaty or agreement, legally binding under international law.

# Article 6 Settlement of Disputes

The Parties will resolve any dispute arising from the interpretation of this MoU through negotiations and consultation.

## Article 7 Amendments

Any amendments and revisions to this MoU will be made on the basis of mutual written consent between the Parties. Such amendment and revision will come into effect on the date as may be mutually agreed upon by the Parties and will form an integral part of this MoU.

## Article 8 Entry into Effect

- 8.1. This MoU will come into effect on the date of its signature and remain in effect for a period of 5 (five) years, which may be extended for another period of 5 (five) years, upon mutual consent and agreement of the Parties.
- 8.2. This MoU may be terminated by either Party upon written notification to the other Party three months prior to the termination of this MoU.
- 8.3. The Parties agree and acknowledge that the termination of this MOU shall not affect any ongoing activities or projects.

Signed in Jakarta, on <sup>9</sup> August 2023 in three original copies, each in English, Indonesian, and Mongolian, all texts being equally authentic. In case of any divergence in interpreting the text of this MOU, the English text will prevail.

Chief Justice,

The Constitutional Court of the Republic of Indonesia,

Anwar Usman

Chief Justice,

The Constitutional Court of Mongolia,

**Chinbat Namjil**