



REPUBLIK INDONESIA

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CONSTITUTIONAL COURT OF THE REPUBLIC OF INDONESIA

AND

THE SUPREME COURT OF THE REPUBLIC OF NAMIBIA

ON

COOPERATION IN THE FIELD OF CONSTITUTIONAL LAW

The Constitutional Court of the Republic of Indonesia and the Supreme Court of the Republic of Namibia, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECOGNIZING the importance of bilateral cooperation to strengthen and provide an adequate framework for future institutional 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 states of the Parties; and

WHEREAS the Parties endeavour to enter into this MoU to strengthen institutional cooperation in the area of constitutional law.

NOW THEREFORE, the Parties have reached the following understanding:

ARTICLE 1

PURPOSE

- 1.1 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 with the aim of increasing the capacities of the Parties and enhancing bilateral relations between the two States.

ARTICLE 2

SCOPE OF COOPERATION

- 2.1 The Parties endeavour to collaborate with each other through:
- 2.1.1. Mutual exchange of information and experience in the field of constitutional justice;
 - 2.1.2. Exchange of Acts adopted by the respective states of the individual Parties and other materials of a legal character as well as written rules;
 - 2.1.3. Mutual support in the organization of conferences, congresses, seminars and/or other activities on judicial and legal issues of mutual interest;
 - 2.1.4. Providing institutional capacity building through mutual visits, professional courses, trainings, internships and joint research; and
 - 2.1.5. Other forms of cooperation as mutually agreed by the Parties

ARTICLE 3

IMPLEMENTATION

- 3.1 For the implementation of this MoU, all communication between the Parties will be assigned to the Secretariats of the Parties.
- 3.2 Either Party will each designate one or more members of its staff as liaison officers to facilitate correspondence and prepare for the implementation of this MoU.

ARTICLE 4

COMMUNICATION LANGUAGE

- 4.1 The communication between the Parties will be carried out in the English language.
- 4.2 Administrative documents will be in the English language unless the Parties agree otherwise.

ARTICLE 5

LEGAL STATUS

- 5.1 This MoU will not be interpreted as an international treaty or agreement.
- 5.2 This MoU does not create any legally binding obligations or confer any rights

ARTICLE 6

SETTLEMENT OF DISPUTES

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

ARTICLE 7

AMENDMENT, VARIATION OR ALTERATION

- 7.1 Any amendment, variation or alteration of this MoU will be made on the basis of mutual written consent between the Parties.
- 7.2 Any amendment, variation or alteration as envisaged under Article 7.1 above will come into effect on a date mutually agreed upon by the Parties and will form an integral part of this MoU.

ARTICLE 8

COSTS

- 8.1 Any cost associated with the implementation of this MoU will be borne by the respective Party unless the Parties agree otherwise.

ARTICLE 9

SUSPENSION

- 9.1 Either Party may suspend the implementation of this MoU either in whole or in part for the reason of public order, public security, public health, national security or natural disaster.
- 9.2 The suspension will be promptly notified in advance to the other Party. The same procedure will apply when suspension comes to an end.
- 9.3 The suspension will take effect immediately after notification has been given to the other Party.

ARTICLE 10

GOVERNING LAW

- 10.1 Any activity to be undertaken under this MoU in the territory of any of the Parties will be governed by the laws of the state of that Party.

ARTICLE 11

CONFIDENTIALITY

- 11.1 Neither Party at any time disclose to any third party (other than its officers, employees, agents and professional advisers who have a need to know) any confidential information relating to the other Party, which is acquired in the course of this MoU, save where such information:
- 11.1.1 is explicitly approved for release by written authorization of the disclosing Party;

11.1.2 is required to be disclosed under the law;

11.1.3 was in the public domain prior to the receipt of such information by the Party receiving it; or

11.1.4 was developed by the receiving Party, wholly and independently.

11.2 Notwithstanding the expiry or earlier termination of this MoU under the provisions of this MoU, the provisions of this Article will continue to apply to the documents, information and data exchanged between the Parties for a period of five (5) years after such termination or expiry, unless the Parties agree otherwise in writing.

ARTICLE 12

ADDRESS FOR NOTICES

12.1 All notices, approvals, consents or other communications made pursuant to this MoU will be in writing.

12.2 The Parties choose the following physical addresses for the service of all notices issued in connection with this MoU.

12.2.1. For the Constitutional Court of the Republic of Indonesia
Secretary General of the Constitutional Court of the Republic of Indonesia

Jalan Medan Merdeka Barat Nomor 6, Jakarta Pusat 10110

Fax No: +6221 3520177

Tel No: +6221 2352 90000

Email: office@mkri.id

REPUBLIC OF INDONESIA

12.2.2. For the Supreme Court of the Republic of Namibia

Executive Director of the Office of the Judiciary of Namibia

25 Schönlein Street Private Bag 13412

Fax No: +264 61 4353444

Tel No: +264 61 435 3401

Email: ed@jud.gov.na

REPUBLIC OF NAMIBIA

12.3 Any Party may from time to time change its address, email or other information for the purpose of notices to that Party by communicating such a change to the other Party.

ARTICLE 13

FINAL PROVISIONS

- 13.1 This MoU will remain effective for a period of five (5) years from the date of its signature by both Parties.
- 13.2 This MoU may be extended for another period of 5 (five) years upon mutual written agreement of the Parties by either Party, giving the other Party prior written notice of not less than six (6) months of its intention to extend.
- 13.3 This MoU may be terminated at any time by mutual written consent or by either Party giving the other Party prior written notice of not less than three (3) months of its intended date of termination.

IN WITNESS WHEREOF, the undersigned, each duly authorized thereto, have signed this MoU.

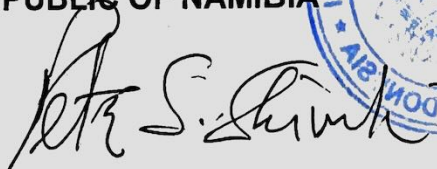
Signed in Bali on 5th day of OCTOBER in the year 2022 in two (2) originals in the English and Indonesian languages, all texts being equally authentic. In case of any divergence of interpretation, the English text will prevail. Each Party will retain an original of the signed MoU.

FOR AND ON BEHALF OF THE
CONSTITUTIONAL COURT OF THE
REPUBLIC OF INDONESIA



Hon. Anwar Usman
Chief Justice

FOR AND ON BEHALF OF THE
SUPREME COURT OF THE
REPUBLIC OF NAMIBIA



Hon. Peter S. Shivute
Chief Justice

