

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Constitutional Court of the Republic of Indonesia (hereinafter referred to as “Constitutional Court”) and National Center for State Courts (hereinafter referred to as “NCSC”), collectively referred to as the “Interested Parties.”

WHEREAS, the Interested Parties desire to establish a basis for future collaboration related to court governance, institutional capacity, training, and other justice programs;

WHEREAS, the Interested Parties desire to clarify their mutual understanding of a working relationship to support these approaches and programs for the benefit of Constitutional Court, the details, which will be defined in more specific agreements on a project-by-project basis;

NOW THEREFORE, the Interested Parties, acting through their duly authorized representatives, agree as follows:

The Interested Parties to this MOU are NCSC, with offices at 2425 Wilson Boulevard, Suite 350, Arlington, Virginia 22201, United States of America, and the Constitutional Court, with offices located at Jalan Medan Merdeka Barat No.6, Jakarta Pusat 10110.

The purpose of this MOU is to set forth the strategic partnership between NCSC and the Constitutional Court with respect to developing, facilitating, and implementing training and justice programs or providing services to related programs. The Interested Parties agree to work together to develop, facilitate and/or implement specific training or justice programs for the Constitutional Court under the auspices of the Constitutional Court.

The Interested Parties agree to:

- coordinate efforts that support the developing and implementing of training and justice sector programs that promote modern court governance and management best practices for the Constitutional Court;

NCSC has the capacity to:

- develop, facilitate, prepare, coordinate, and deliver a 6-to-10-week training program for the Constitutional Court staff.
- develop, facilitate, prepare, coordinate, and deliver a training program meeting the following objectives:
 - increasing knowledge, experience and competence of legal officers in providing support to Justices for handling constitutional cases
 - responding to challenges and obstacles faced by the Constitutional Court in providing more effective and efficient assistance to Justices
 - increasing legitimacy and public trust by improving standardization of legal considerations and accountability of the Court decisions
- develop, facilitate, prepare, coordinate and deliver a program that includes the following:

- Academic and Substantive Legal Training, such as comparative constitutional law, human rights law, judicial review, constitutional interpretation, professional ethics, case laws and jurisprudence.
- Professional Skills Training, such as drafting preliminary case reports; drafting memoranda, presentations, speeches to judges and the Secretary General of the Court; drafting judicial orders, decisions, hearings reports and summaries.
- Professional Meetings with the U.S. Supreme Court, the House of Representatives, Library of Congress, other Federal and State Courts
- Practical Exercises, such as presentation of a final project, memoranda, assignments, summaries, as well as group project reports.
- upon further request and approval by Constitutional Court, provide consulting support for the development or implementation of other initiatives.

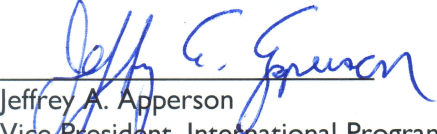
The Constitutional Court has the intent to:

- share information with NCSC related to program design or other service assignments for training or justice projects initiative by the Constitutional Court;
- assign individuals to work with NCSC, if needed, on the design, piloting, training, and implementation of the programs;
- work with counterparts to ensure agreement on the implementation methodologies developed by NCSC;
- cover the technical service costs for NCSC experts who travel, including hotel accommodations and per diem, when technical assistance is requested directly by Constitutional Court;
- facilitate or provide logistical support for travel or assignments, as needed and as mutually agreed, when technical assistance is requested directly by Constitutional Court;
- cover other pre-approved program costs as may be mutually agreed by NCSC and Constitutional Court;
- cover translation services related to assignments, only as needed and as mutually agreed.


All costs related to the delivery of NCSC assistance services, as well as scopes or work for specific projects, will be agreed and included in a further, specific agreement. Until such time as a further agreement is entered into, neither Party hereto shall have any obligation other than the mutual commitment to work together in good faith to implement the goals of this MOU. Either Party may terminate or suspend this MOU by giving thirty (30) days' written notice to the other Party.

The principal contact persons for the Interested Parties are those persons whose signatures appear below. The principal contact person for either Party may be changed from time to time by written notice to the other Party.

The Interested Parties certify that the terms and conditions contained herein are acceptable and hereby agree to the commitments set forth in this MOU effective as of the date of signature by both Parties.


 Jeffrey A. Apperson
 Vice President, International Programs
 National Center for State Courts

Date: December 5, 2022


 Heru Setiaway
 Acting Secretary General
 The Constitutional Court of the Republic of
 Indonesia
 Date: