



**Memorandum of Understanding
Between
The Constitutional Court of the Republic of Indonesia
and
Dubai Judicial Institute**

On the day of Monday, corresponding to 16 September 2024, this Memorandum of Understanding (hereinafter referred to as the "Memorandum") was entered into between:

1. The Constitutional Court of the Republic of Indonesia located at Jalan Medan Merdeka Barat Nomor 6, Jakarta, Indonesia Phone: +6221 23529000, Email: international@mkri.id represented in signing this Memorandum by Dr. Heru Setiawan in his capacity as Secretary General, hereinafter referred to as the "First Party"; and
2. Dubai Judicial Institute, established under Law No. 1 of 1996, succeeded by Law No. 27 of 2009 and its amendments, located at Dubai - United Arab Emirates, P.O. Box: 28552, Phone: 042833300, Email: mail@dji.gov.ae, represented by His Excellency Judge Dr. Ibtisam Al-Badwawi in her capacity as Director General, hereinafter referred to as the "Second Party";

The Constitutional Court of the Republic of Indonesia and the Dubai Judicial Institute, hereinafter referred to jointly as the "Parties" and separately as the "Party",

Desiring to establish a framework for mutual cooperation that ensures the achievement of their strategic goals, particularly concerning the dissemination of knowledge and the enhancement of development and training processes for personnel,

Recognizing the importance of forming partnerships with relevant institutions to fulfill this commitment and creating an effective cooperation framework that achieves mutual benefit, adds value to their educational programs, and enhances their prospects for achieving their vision,

Have agreed as follows:

Article 1 Objectives

The objectives of this Memorandum of Understanding (hereinafter referred to as the "MOU") are to:

1. Train and develop the capabilities of human resources in legal fields.
2. Disseminate knowledge related to laws and contemporary challenges.
3. Achieve the vision and mission of the Parties.
4. Establish a strategic partnership between the Parties, ensuring the efficiency of joint work and achieving the interests of both Parties.

Article 2 Areas of Cooperation

The Parties have agreed to cooperate in the following areas:

1. Organizing joint training programs that support the dissemination of legal knowledge, informing each other of annual activities planned, and encouraging participation of the other Party.
2. Exchanging scientific materials, including publications, books, journals, and videos, whether in print or digital format, produced by either Party.
3. Supporting and promoting research and scientific studies of the Parties.
4. Any other forms of scientific and educational cooperation related to the activities and services of the Parties that contribute to achieving the objectives of this MOU, as agreed upon in writing by the Parties.

Article 3 Announcements and Media Statements

The Parties agree not to issue any announcements or statements to the media or the public regarding the details and provisions of this MOU without first sending the announcement or statement to the other Party via email or any other electronic means for review and obtaining approval before publishing.

Article 4 Confidentiality

1. The Parties agree to maintain the confidentiality of data and information exchanged between them during the execution of this MOU or after its termination or expiration in any form; whether such data and information are confidential by nature, by law,

designated as such in writing by the Party providing the data and information, not publicly known, or if disclosure would harm the interests of the providing Party.

2. The Parties agree not to use such confidential data and information except for the purposes of executing this MOU.
3. The Parties agree not to disclose or use this data and information except with prior written consent from the providing Party.
4. Each Party may disclose the confidential information only to its employees who need to know the information for the purposes of executing this MOU and to the extent necessary for performing their tasks. Disclosure as required by law is not considered a breach of the confidentiality obligation.

Article 5

Intellectual Property Rights

1. The Parties agree that each Party retains ownership of its intellectual property rights existing prior to the signing of this MOU.
2. Neither Party acquires any intellectual property rights in the information provided by the other Party.
3. Neither Party has the right to use the name, trademark, logos, or other distinctive marks of the other Party without prior written consent.
4. In the case of jointly developed research, reports, or other materials during the execution of this MOU, the intellectual property rights of such materials shall be jointly owned by both Parties. Each Party may use the jointly developed materials for purposes related to this MOU after obtaining the other Party's consent.
5. Each Party shall notify the other in writing upon becoming aware of any infringement or suspected infringement of the intellectual property rights of the other Party.
6. The obligations of the Parties under this Article shall continue during the term of this MOU and after its expiration.

Article 6

Dispute Resolution

The Parties agree that in the event of disputes or disagreements arising from the execution of this MOU, they shall seek to resolve such disputes amicably and in good faith.

Article 7

Independence of the Parties

The Parties agree that neither Party represents the other and that each Party operates independently in its field without interference in the activities of the other. Each Party has the

right to enter into agreements, contracts, and memoranda of understanding and cooperation with any other entities. This MOU does not require either Party to amend or cancel any decisions or regulations in effect at either Party. This MOU does not grant either Party the right to grant third parties any rights that conflict with the interests of the other Party.

Article 8 Financial Obligations

1. The Parties shall strive to provide possible financial arrangements to ensure the success and achievement of the objectives of this MOU.
2. Each Party shall bear its own expenses and costs related to the areas of cooperation and the execution of this MOU.
3. Special cases where expenses are shared may be agreed upon by the Parties.

Article 9 Correspondence

1. Correspondence between the Parties regarding this MOU shall be in writing in English whenever possible and signed by authorized persons of the Parties.
2. Correspondence shall be sent via email, and any correspondence sent after the recipient's official working hours or on non-working days shall be considered received on the next working day.
3. All correspondence shall be sent to the new email address in case of a change in the email address of either Party, and each Party shall notify the other in writing of such change.
4. Communication between the Parties shall be through their designated representatives as follows:

- a. Representative of the Constitutional Court of the Republic of Indonesia:

Contact Person Name : Immanuel Bungkulan Binsar Hutasoit

Job Title : Head of International Affairs Division and Permanent Secretariat of the Association of Asian Constitutional Courts (AACC)

Office Phone : 

Mobile Phone : 

Email : 

- b. Representative of the Dubai Judicial Institute:

Contact Person Name : Mohammed Al Yafeai

Job Title : Institutional Communication and Media Specialist/Legal Researcher

Office Phone : 

Mobile Phone : 

Email : 

Article 10

Amendment or Cancellation of One or More Articles

1. One or more articles of this MOU may be amended with the written consent of both Parties, and such amendment shall take effect from the date specified by the Parties.
2. The remaining articles shall continue to be in effect in the event of the cancellation of one or more articles, and the MoU shall remain valid except for the canceled provisions.

Article 11

Legal Status

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

Article 12

Duration and Termination

1. This MOU will come into effect on the date of its signature by the representatives of the Parties and remain in force for a period of five (5) years.
2. This MOU may be extended by mutual consent of the Parties by the exchange of the letters signed by an authorized representatives of each Party.
3. This MOU may be terminated by either Party by giving three (3) months' notice to the other Party in writing or by mutual consent of the Parties at any other time.

Signed in Dubai on 16 September 2024, in two original copies, each in the Indonesian, English, and Arabic languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Constitutional Court
of the Republic of Indonesia


Dr. Heru Setiawan
Secretary General



For the Dubai Judicial Institute


Judge Dr. Ibtisam Ali Al-Badwawi
Director General

معهد دبي القضائي
DUBAI JUDICIAL INSTITUTE

