BILATERAL

MEMORANDUM OF UNDERSTANDING ON CULTURAL COOPERATION BETWEEN THE NATIONAL COMMISSION FOR CULTURE AND THE ARTS OF THE REPUBLIC OF THE PHILIPPINES AND THE MINISTRY OF EDUCATION, CU...

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The National Commission for Culture and the Arts of the Republic of the Philippines and the Ministry of Education, Culture, Research, and Technology of the Republic of Indonesia and, herein singularly referred to as the "Participant" and collectively referred to as the "Participants";

DESIRING to strengthen the friendly relations and mutual understanding existing between the Participants;

COGNIZANT of the importance of culture as one of the critical factors in sustaining the economic development and fostering deep understanding between the peoples of both countries;

CONVINCED of the need to pursue joint undertakings in promoting the culture of both countries through the bilateral cooperation between the Participants;

PURSUANT to the prevailing laws and regulations of respective countries;

HAVE REACHED the following understanding:

ARTICLE I

OBJECTIVE
The objectives of this Memorandum of Understanding (hereinafter referred to as "MOU") is to create a framework between the Participants to develop and promote cooperation in the field of culture and arts on the basis of mutual respect and mutual benefit.

ARTICLE II

FORMS OF COOPERATION
The Participants will encourage the establishment of linkages and collaboration between their cultural agencies and institutions through the following forms in either online or onsite modalities:

- exchange of experts and conduct of trainings, workshops, and seminars in the fields of museums, history, archaeology, archives and records management, linguistics, film, and related multi-media content for screen, preservation and promotion of tangible and intangible heritage including underwater heritage, cultural administration, performing arts, visual arts, literary arts and multi-media publications, and gastronomy;

- participation in museum and arts exhibitions, film festivals, music festivals, book fairs and literary festivals in the country of either participant;

- translation and publication of outstanding literary works into the other participant's language;

- collaboration in adopting preventive measures against illicit trafficking of cultural properties and cooperation on

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the retrieval and repatriation of cultural object;

- exchanges in the distribution of books, audio-visual content and other related media;

- exchanges in the performing arts, visual arts, gastronomy, and best practices in the cultural economy markets; and

- other forms of cooperation as may be mutually agreed upon.

ARTICLE III

PROTECTION OF TRADITIONAL KNOWLEDGE AND TRADITIONAL CULTURAL EXPRESSIONS

- The Participants and/or its relevant institution or organization shall recognize the value of Traditional Knowledge and Traditional Cultural Expressions (hereinafter referred to as "TK&TCE") and recognize the rights of holders of TK&TCE to the effective protection over TK&TCE against misuse and misappropriation of the Participants and/or its related institution and organization.

- In the event that TK&TCE of the Participants is used for the implementation of cooperation activities under this MOU, the Participants and/or its related institution or organization shall conclude separate arrangements regarding the access and utilization of such TK&TCE, including a provision for fair and equitable benefit sharing for the local communities concerned in case the result of activities using TK&TCE is used for commercial purposes.

ARTICLE IV

IMPLEMENTATION

- For the purpose of the implementation of activities under this MOU, the Participants and/or its relevant institutions or organizations may develop specific arrangements, programs or projects which will specify, inter alia, objectives, participants involved, financial arrangements, rights and obligations, and other related necessary matters.

- Details of activities and/or arrangements may be negotiated directly between the relevant institutions and/or organizations in both countries and as facilitated by the Participants.

- The Participants may establish an ad-hoc task force as deemed necessary to support the initiation of projects and cooperative activities under this MOU.

- This MOU shall not rule out the possibility of organizing and conducting other cultural events corresponding to the purpose of this MOU as mutually agreed by the Participants.

- The implementation of cooperation under this MOU will be reviewed periodically by the Participants to ensure the relevance and effectiveness of the projects and activities in relation to the objective of this MOU.

- The Participant shall ensure that its personnel engaged in cooperation activities under this MoU shall respect and comply with laws and regulations of the host country and avoid any activities inconsistent with this MoU. Any violation will result in the imposition of necessary measure to be taken by the host country in accordance with its prevailing laws and regulations.

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ARTICLE V

JOINT WORKING GROUP

- The Participants may establish a Joint Working Group (hereinafter referred to as "JWG") composed of the representatives of the Participants to monitor and review the implementation of this MOU. The composition of the Joint Working Group shall be mutually agreed upon by the Participants.

- The JWG shall consider ways and means to ensure the achievement of the objectives of this MOU and proper co-ordination and communication for the implementation of its decisions and/or recommendations.

- The JWG may hold meetings as deemed necessary, on date/s and venue/s to be mutually agreed upon by the Participants, alternately in Indonesia and Philippines or virtually.

ARTICLE VI

CONFIDENTIALITY

- The information, data, documents or other materials provided by either Participant for the implementation of cooperation activities under this MOU shall remain the property of the Participant providing such information, data, documents or other materials.

- The Participants shall maintain the confidentiality of the data, information, documents, and other materials obtained or generated from the implementation of cooperation activities under this MOU which is agreed as sensitive and confidential.

- Upon request of either Participant, the necessary measures shall be taken to avoid unauthorized transfer or retransfer of confidential data, documents, information, and other materials.

- In the event that either of the Participants wishes to disclose confidential data, documents, information and other materials acquired from the implementation of this MOU to any third party, the disclosing Participant shall obtain a written consent from the other Participant before any disclosure can be made.

ARTICLE VII

INTELLECTUAL PROPERTY RIGHTS

- The Participants agree to respect the Intellectual Property Rights (hereinafter referred to as "IPR") of the other Participant that is used for the implementation of this MOU in accordance with the prevailing laws and regulations in their respective countries, and consistent with the obligations under international agreements on intellectual properties of which the Republic of Indonesia and the Republic of the Philippines are Participant to.

- Any IPR of either Participant brought in for the implementation of this MOU shall remain the property of that Participant and that Participant shall be responsible for any claims made by the third Participant against the ownership and legality of such intellectual property.

- The Participants shall not use, develop and/or disclose to any third party any IPR of the other Participant without a written consent of that Participant.

- The Participants and/or its relevant institution or organization shall conclude separate arrangements regarding the ownership and utilization of any property rights resulting from the cooperation activities conducted under this MOU in accordance with their respective regulations for protection of such property rights.

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ARTICLE VIII

ENTRY INTO FORCE, AMENDMENTS AND VALIDITY

- This MOU shall come into effect on the date of the last signing.

- This MOU shall be effective for a period of five (5) years and may be extended for another period of five (5) years by mutual written consent of the Participants made through diplomatic channels.

- This MOU may be reviewed and amended at any time by mutual written consent of the Participants. Such amendments shall come into effect on a date determined by the Participants and shall constitute an integral part of this MOU.

- Any disputes arising from the implementation or interpretation of this MOU will be settled amicably through consultations or negotiations between the Participants.

- Either Participant may terminate this MOU at any time by giving a written notification to the other Participant, of its intention, at least six (6) months prior to the intended date of termination, through diplomatic channels.

- The termination of this MOU shall not affect the completion of any ongoing programs or activities made under this MOU, unless the Participants decide otherwise.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this MOU.

Signed in four original copies, in Jakarta, on 5 September 2022, two copies in Indonesian and English languages, respectively, all texts having equal validity. In case of any divergence in the interpretation of this MOU, the English text will prevail.

On behalf of
The National Commission for
Culture and the Arts
Republic of the Philippines

On behalf of
The Ministry of Education, Culture,
Research, and Technology
Republic of Indonesia

(Sgd.)

Enrique A. Manalo
Secretary for Foreign Affairs

(Sgd.)
Retno L. P. Marsudi
Minister for Foreign Affairs

Entry into Force: September 5, 2022

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