

Memorandum of Cooperation
Between
The Ministry of Education, Culture, Sports, Science
and Technology of Japan
and
The Department of Health of Australia
in the field of Sport

The Ministry of Education, Culture, Sports, Science and Technology of Japan and the Department of Health of Australia (hereinafter referred to singularly as “the Participant” and collectively as “the Participants”),

- Inspired by the willingness to promote and strengthen existing friendly bilateral relations and cooperation between the two countries in the field of sport;
- Seeking to encourage and develop their amicable relationship through the exchange of programmes for athletes and sport personnel, and the exchange of information for the mutual benefit of both countries;
- Recognising the need to maintain the integrity of sport in both countries; and
- Convinced that effective cooperation is in the interests of the Participants and believing that such cooperation would serve their common interests and contribute to the enhancement of sport and social development of the peoples of the Participants,

Have reached the following determination:

1. Objective

The Participants, subject to this Memorandum and the laws, rules, regulations and national policies from time to time in force in each country, have jointly decided to strengthen, promote and develop cooperation in the field of sport on the basis of reciprocity and mutual benefit.

This Memorandum will strengthen connections between the two countries by developing, showcasing and sustaining new and existing channels, partnerships and networks.

2. Areas of Cooperation

Each Participant will endeavour to take necessary steps to encourage and promote cooperation in sport.

The Participants will endeavour to encourage and promote an exchange of programmes, experiences, skills, techniques and knowledge which may include, but not be limited to:

- a) recognising the Participants' common interest in hosting major sporting events, sharing knowledge in sports policies and international cooperation plans and the hosting of delegations involved in major sporting events;
- b) training and competition of athletes and teams;
- c) training and attachment of coaches;
- d) exchange programmes and visits involving sports leaders, officials and sport personnel;
- e) training, exchange and visits for sports science personnel and in the development of sports science;

- f) training and exchange in the areas of coach education, curriculum development, sports education, sports management and facility development and management;
- g) exchange of technology, infrastructure and programmes in the development of information and research in the field of sport;
- h) training and exchange of technology, programmes and knowledge in the area of anti-doping in sport;
- i) training and exchange of knowledge in relation to government policies directed to share information on countering game match-fixing and illegal sports betting;
- j) exchange of knowledge in relation to participation-to-elite pathway policies and programmes;
- k) exchange of knowledge in relation to active recreation and health policy strategies, programmes and campaigns;
- l) promoting sports engagement and public diplomacy initiatives that highlight mutual cooperation and fall within the framework of this Memorandum; and
- m) any other fields and subjects deemed appropriate for mutual benefits and within the framework of this Memorandum;

3. Information Exchange

1. The Participants will exchange information relevant to meeting the objectives of this Memorandum. More details on information exchange on the basis and within the framework of this Memorandum may be mutually determined between the Participants and recorded in writing.

2. The Participants will exchange information pursuant to this Memorandum in line with and subject to each country's domestic laws relating to the disclosure of such information.
3. The Participants will protect any information provided by the other Participant from unauthorised access and disclosure.
4. The recipient Participant will respect any conditions, restrictions or caveats imposed by the Participant sending the information with respect to the handling or disclosure of such information.
5. The Participants will not disclose information obtained under this Memorandum to a third party without the written consent of the Participant who provided the information.
6. In the event that either Participant is required by its domestic law to disclose information transmitted under this Memorandum, it will consult the other Participant.

4. Implementation

1. The Participants will promote the implementation and development of specific programmes under this Memorandum through exchanges of letters, meetings, or other non-legally binding instruments. Such specific non-legally binding instruments may cover the subjects of cooperation, information exchange, procedures, treatment of intellectual property, funding and other appropriate matters.
2. Each Participant will coordinate the implementation of cooperation pursuant to this Memorandum.

3. The Participants will periodically review the operation of this Memorandum and will mutually determine any necessary updates or modifications of cooperative activities to be implemented.

5. Variation

This Memorandum may be modified by mutual consent, in writing, between the Participants.

6. Settlement of Disputes

Any dispute arising out of the interpretation or implementation of this Memorandum will be amicably settled by the Participants through consultations or negotiations.

7. Financial Matters

1. The financial matters for cooperative activities carried out within the framework of this Memorandum will be mutually determined by the Participants on a case-by-case basis subject to the availability of funds.
2. Notwithstanding anything in the paragraph above, Participants will bear their own travel and living expenses to attend or participate in any activities carried out within the framework of this Memorandum.

8. Effect of this Memorandum

This Memorandum and any subsidiary document made pursuant to it serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create, any rights or obligations under domestic or

international law. Additionally, this Memorandum will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

9. Other Rights and Interests

Notwithstanding anything contained in this Memorandum, and subject to the laws, rules, regulations and national policies in force from time to time in each country, where the implementation of this Memorandum would affect a Participant's rights or interests with respect to its national security, national or public interest, public order, protection of intellectual property rights, or confidentiality of documents, information or data, that Participant may take appropriate steps or enter into consultations to ensure that its rights and interests are protected and safeguarded.

10. Commencement, Duration and Termination

1. This Memorandum will commence on the date of its signature and will continue for a period of three (3) years.
2. This Memorandum may be extended for a further period as may be mutually determined in writing by the Participants.
3. Notwithstanding anything in this Memorandum, either Participant may terminate this Memorandum by providing six (6) months' prior notice in writing to the other Participant.

Signed in duplicate at Sydney on the fourteenth day of January 2017 by the Japanese side, and at Canberra on the thirteenth day of January 2017 by the Australian side, in the Japanese and English languages, both texts being equal.

In case of any divergence in interpretation, the English text will prevail.

FOR THE MINISTRY OF EDUCATION,
CULTURE, SPORTS, SCIENCE AND
TECHNOLOGY OF JAPAN

草賀純君

FOR THE DEPARTMENT OF HEALTH
OF AUSTRALIA

Wendy Sun