

**MEMORANDUM OF COOPERATION IN THE FIELD OF SPORTS**

**BETWEEN**

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

**AND**

**THE MINISTRY OF YOUTH AND SPORTS OF FIJI**

The Ministry of Education, Culture, Sports, Science and Technology of Japan and the Ministry of Youth and Sports of Fiji (hereinafter referred to individually as the "Participant" and collectively as the "Participants");

**RECOGNISING** the need to promote and strengthen the friendly relations existing between the two countries;

**AIMING** to encourage interaction and collaboration between the Participants; and

**DESIRING** to promote cooperation in the field of physical education and sports on the basis of reciprocity and mutual benefit of both countries;

**HAVE SHARED** the common recognition as follows:

**ITEM I**

**OBJECTIVE**

The Participants, subject to the terms of this Memorandum of Cooperation (hereinafter referred to as "this MOC") and the laws, rules, regulations, and national policies from time to time in force in each country, decide to foster, promote, and strengthen the technical assistance in the development of sports programs, physical education curriculum and activities on the basis of equality and mutual benefit.

**ITEM II**

**AREAS OF COOPERATION**

The Participants governing the subject matter in their respective countries will endeavour to take necessary steps to:

- a) contribute to the exchange of sports delegation, experts, coaches, and specialists in the field of physical education, sports development, and its applied science;

- b) promote information exchange through documentation, references, and methodological materials relative to the physical education and sports; and
- c) contribute to the enhanced level of sports in their respective countries through the development of activities including but not limited to:
  - i. High performance and training program for athletes;
  - ii. Sports facilities and equipment;
  - iii. Formation and upgrading of coaches and specialists;
  - iv. Sports science, sports medicine and program management;
  - v. Sports for all;
  - vi. Anti-doping control;
  - vii. Sports management and leadership;
  - viii. Development of sports as trade in services and building infrastructure for such development; and
  - ix. Technical assistance and attachment program in sports and sports science.

### **ITEM III**

#### **IMPLEMENTATION**

Each Participant will be responsible for coordinating and implementing such programs and activities in its own country and will effectively do everything possible to implement the areas of cooperation covered in this MOC.

### **ITEM IV**

#### **FINANCIAL MATTERS**

The financial matters to cover expenses for the areas of cooperation within the framework of this MOC will be discussed to include the specific areas identified in Item II by the respective Participants on a case by case basis subject to the availability of funds and personnel.

### **ITEM V**

#### **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights will be enforced in conformity with the respective national laws (the Laws of Japan and the Laws of Fiji), rules and regulations of the Participants and with other international agreements to which both countries are Parties.
2. The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval of the other Participant.

3. Notwithstanding anything in paragraph 1. above, the intellectual property rights in respect of technological development, products and services development, carried out:

- a) jointly by the Participants or research results obtained through the joint activity effort of the Participants, will be jointly owned by the Participants in line with the terms to be mutually discussed; and
- b) solely and separately by the Participants or the research results obtained through the sole and separate effort of the Participant, will be solely owned by the Participant concerned.

4. Each Participant may transfer or assign its title or interest in whole or in part, in the intellectual property rights covered by this MOC to the other Participant. Such transfer or assignment will be in writing and requires the prior written approval of the other Participant.

## **ITEM VI**

### **CONFIDENTIALITY**

1. Each Participant will observe the confidentiality and secrecy of documents, information and any other data received or supplied to the other Participant during the period of the implementation of the cooperation under this MOC and of any other documents made under this MOC.

2. The contents of this Item will continue to be respected by the Participants notwithstanding the termination of this MOC.

## **ITEM VII**

### **SUSPENSION**

Each Participant can suspend temporarily for reasons of national security, national interest, public order, or public health, either in whole or in part, the implementation of the cooperation under this MOC. The suspension will commence immediately after notification has been given to the other Participant through diplomatic channels.

## **ITEM VIII**

### **REVISION AND MODIFICATION**

1. Either Participant may request the other Participant in writing a revision or modification of all or any part of this MOC.

2. Consent of the Participants to any revision or modification will be confirmed by an Exchange of Letters by the Participants.
3. Any revision or modification by the Participants which is mutually decided upon, will be reduced into writing and form part of this MOC.
4. Such revision or modification will commence on such date as may be determined by the Participants.

## **ITEM IX**

### **SETTLEMENT OF DISPUTES**

Any difference or disputes between the Participants concerning the interpretation or implementation of any of the items of this MOC will be settled amicably in good faith through mutual consultation and/or negotiations between the Participants through diplomatic channels, without reference to any third Participant or international tribunal.

## **ITEM X**

### **COMMENCEMENT, DURATION, AND TERMINATION**

1. The term of the cooperation under this MOC will be for five (5) years and will commence from the date of signing by all Participants appearing below. Any variation to the duration of this MOC will be approved in writing by both Participants. Extension of the cooperation under this MOC will be decided in writing by both Participants through mutual consultation between both Participants.
2. Notwithstanding anything in this Item, either Participant may terminate the cooperation under this MOC by notifying the other Participant of its intention to terminate the cooperation under this MOC by a notice in writing through diplomatic channels at least three (3) months prior to the intended date of termination.
3. The termination of the cooperation under this MOC does not affect the implementation of ongoing projects and/or programmes which have been developed by the Participants prior to the date of the termination of the cooperation under this MOC.

## **ITEM XI**

### **LEGAL EFFECT**

The Participants acknowledge that this MOC is not legally enforceable, but that does not diminish the intention of the Participants to comply with the terms, conditions, and responsibilities described in this MOC.

## **ITEM XII**

### **GOOD FAITH**

1. The Participants will act in good faith in dealing with each other and in line with the terms, conditions and responsibilities described in this MOC.
2. The Participants further will liaise on all the matters covered under this MOC to ensure the effective and efficient performance of their respective responsibilities.

## **ITEM XIII**

### **OTHER MATTERS**

Any other matters regarding the Project which are not covered in this MOC will be settled through consultation between both Participants.

## **ITEM XIV**

### **CORRESPONDENCE**

Each Participant will bear the costs of its own communications. Any and all correspondence regarding this MOC between the Participants will be addressed.

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**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto by their respective Governments, have signed this MOC.

**SIGNED** at Tokyo on 20 October 2017 as a non-legally binding document in four (4) original texts, two (2) each in the Japanese and English languages, all texts being having equal value. In the event of any divergence of interpretation between any of the texts, the English text will prevail.


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



Handwritten signature in Japanese characters, likely reading 'Ishii Naoki' (石井 直樹).

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**FOR THE MINISTRY OF YOUTH AND  
SPORTS OF FIJI**



Handwritten signature in English, likely reading 'Alfred Bula'.

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