

**MEMORANDUM OF COOPERATION
BETWEEN
THE MINISTRY OF EDUCATION, CULTURE, SPORTS, SCIENCE AND TECHNOLOGY OF
JAPAN
AND
THE GOVERNMENT OF MALAYSIA
ON COOPERATION IN THE FIELD OF YOUTH AND SPORTS**

The Ministry of Education, Culture, Sports, Science and Technology of Japan and THE GOVERNMENT OF MALAYSIA as represented by The Ministry of Youth and Sports of Malaysia (hereinafter referred to individually as a "Participant" and collectively as "the Participants"),

RECOGNISING the existing friendly relations between the two countries;

DESIRING to strengthen and further develop cooperation between the two countries in the field of youth and sports on the basis of reciprocity and mutual benefits for the Participants;

RECOGNISING the need to maintain integrity of sports in the two countries;

CONVINCED of the necessity of a lasting and effective cooperation in the interest of the two countries; and

BELIEVING that such cooperation would serve their common interests and contribute to the enhancement and development of cooperation in the fields of youth and sports in the two countries;

HAVE REACHED THE FOLLOWING RECOGNITION:

PARAGRAPH 1
OBJECTIVE

The Participants will, in line with this Memorandum of Cooperation (hereinafter referred to as "this MOC") and national policies, and subject to the laws, rules, and regulations from time to time in force in each country, aim to strengthen, promote and develop cooperation in the field of youth and sports on the basis of reciprocity and mutual benefit.

PARAGRAPH 2
AREAS OF COOPERATION

The Participants will, in line with this MOC and national policies, and subject to the laws, rules, and regulations from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote cooperation in the following areas:

(1) Youth

- (a) exchange of youth, government officials in charge of youth policy making and representatives of youth organizations;
- (b) extension of invitations to conferences or seminars on youth issues held in each country;
- (c) exchange of information on youth matters;
- (d) encouraging the participation in youth camps, youth festival and other youth event in each respective country;
- (e) cooperation of development in the areas of leadership, entrepreneurship and youth empowerment;
- (f) cooperation in providing youth facilities; and
- (g) any other form of cooperation to be mutually determined by the Participants.

(2) Sports

- (a) exchange of sports leaders, officials, coaches and sports personnel;
- (b) exchange of knowledge and experience in the area of sports education, sports management, and sports infrastructure development;
- (c) exchange of knowledge and experience in the area of sports sciences, sports medicine and sports nutrition;
- (d) exchange of knowledge and experience in the area of anti-doping and integrity of sports;
- (e) exchange of information, publication, data and teaching materials on sports and physical education; and
- (f) any other form of cooperation to be mutually determined by the Participants.

PARAGRAPH 3
IMPLEMENTATION

1. The implementation of activities in the areas of cooperation as specified in Paragraph 2 of this MOC will be in line with specific arrangements to be mutually decided upon by the Participants in writing on the basis of and within the framework of this MOC.
2. In line with national policies, and subject to the laws, rules and regulations for the time being in force in their respective countries, either Participant will make an effort to give to the other Participant whatsoever possible assistance which is necessary to facilitate the implementation of this MOC.

PARAGRAPH 4
FINANCIAL ARRANGEMENTS

The financial arrangements to cover expenses for the cooperative activities, plans, programmes or projects conducted within the framework of this MOC will be mutually decided upon by the respective Participants on a case-by-case basis subject to the availability of funds.

PARAGRAPH 5
STATUS OF MEMORANDUM OF COOPERATION

1. Except as otherwise provided, this MOC serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create legally binding or enforceable obligations, express or implied.
2. Notwithstanding anything contained in this MOC, where the implementation of cooperation under this MOC affects any Participant's rights and interests with respect to its national security, national and public interest or public order, and confidentiality and secrecy of documents, information and data, that Participant may take appropriate steps or consult with the other Participant to ensure that its rights and interests are protected and safeguarded.

PARAGRAPH 6
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights will be implemented in conformity with the respective national laws, rules and regulations of each country and with other international agreements to which both Participants 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 subparagraph 1 above, the intellectual property rights in respect of any 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 decided upon; and
 - (b) solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, will be solely owned by the Participant concerned.

PARAGRAPH 7
CONFIDENTIALITY

1. Each Participant will observe the confidentiality of documents, information and other data received from or supplied by the other Participant for the implementation of this MOC or any other documents made in line with this MOC.
2. If either Participant wants to disclose the confidential documents and information to a third party, that said Participant will seek prior written consent from the other Participant at least two (2) months prior to the date of disclosure.
3. The Participants confirm that the contents of this Paragraph will continue even after the termination of the cooperation under this MOC.

PARAGRAPH 8
LIMITATION OF ACTIVITIES OF PERSONNEL

Each Participant will ensure that its personnel involved in the activities related to this MOC will respect the independence, sovereignty and territorial integrity of the host country, and the personnel will not interfere in internal affairs of the host country and will avoid any activities inconsistent with the purposes and objective of this MOC.

PARAGRAPH 9
SUSPENSION

Each Participant in light of national security, national interest, public order or public health, may suspend temporarily, either in whole or in part, the implementation of this MOC without consent of the other Participant. Suspension will be conducted immediately after notification has been given to the other Participant through diplomatic channels.

PARAGRAPH 10
SETTLEMENT OF DISPUTES

Any difference or dispute between the Participants concerning the interpretation, and/or implementation and/or application of any contents of this MOC will be settled amicably through mutual consultation and/or negotiations between the Participants through diplomatic channels, without reference to any third party or international tribunal.

PARAGRAPH 11
REVISION AND MODIFICATION

1. Either Participant may request in writing a revision or modification of all or any part of this MOC.
2. Any revision or modification decided by the Participants will be reduced into writing and will form part of this MOC.
3. Such revision or modification will commence on such date as determined by the Participants.
4. Any revision or modification will not be prejudice to any cooperation under this MOC prior or up to the date of such revision or modification.

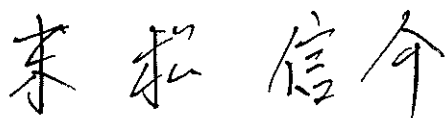
PARAGRAPH 12
COMMENCEMENT, DURATION AND TERMINATION

1. The cooperation under this MOC will commence on the date of signing and will continue for a period of five (5) years.
2. The cooperation under this MOC may be extended for a further period as may be decided in writing by the Participants.
3. Notwithstanding anything in this Paragraph, either Participant may terminate this MOC by notifying the other Participant of its intention by a notice in writing through diplomatic channels, at least three (3) months prior to the termination.
4. The termination of this MOC will not affect the implementation and duration of any on-going activities, plans, programmes and projects made under this MOC which have been jointly decided upon before the date of the termination of this MOC.

The foregoing record represents the recognition reached between the Participants upon the matters referred to therein.

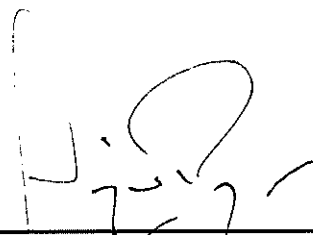
SIGNED at Tokyo on this 24th day of May, the year 2022 in duplicate in the English language.

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



Hon. SUEMATSU Shinsuke
Minister of Education, Culture, Sports,
Science and Technology

**FOR THE GOVERNMENT OF
MALAYSIA**



Hon. Dato' Seri Ahmad Faizal bin
Dato' Amuzu
Minister of Youth and Sports