# MEMORANDUM OF UNDERSTANDING BETWEEN THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS AND THE RUSSIAN FEDERATION

# THE RUSSIAN FEDERATION ON COOPERATION IN THE FIELD OF DISASTER MANAGEMENT

The Association of Southeast Asian Nations (ASEAN), of the one part, and the Russian Federation, of the other part (hereinafter referred to singularly as the "Participant" and collectively as the "Participants"),

**CONSIDERING** that ASEAN has been established to promote regional peace, economic development, social progress and cultural development in the region and that these goals can be effectively advanced through cooperation and joint action with other countries;

**REALISING** the ever-increasing risks of natural disasters and man-made disasters; and

**RECOGNISING** that cooperation in the field of disaster management will contribute to the well-being and safety of the peoples of both ASEAN Member States and the Russian Federation.

### HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

#### PARAGRAPH I Objective

The Participants will, subject to the terms of this Memorandum of Understanding ("MOU") and domestic laws, rules, regulations and national policies in each respective ASEAN Member State as well as the Russian Federation, promote and develop cooperation in the field of disaster management on the basis of equality and mutual benefit.

## PARAGRAPH II Areas of Cooperation

The Participants will promote and develop cooperation in the following areas:

- supporting identification of early warning and monitoring of hazards, and risk assessment of their consequences;
- b) facilitating the sharing of information on disaster management and emergency response;
- c) encouraging the exchange of advanced technologies for mitigation of disaster risks, if deemed necessary;
- d) encouraging collaborative engagement when monitoring disasters;
- e) encouraging the training of professionals in the area of disaster management;
- f) supporting the operationalisation of the ASEAN Coordinating Centre for Humanitarian Assistance on disaster management ("AHA

- Centre");
- g) supporting information exchange between the AHA Centre and the National Crisis Management Centre of the Russian Federation;
- encouraging assistance in disaster emergency response, if requested by the other Participant; and
- other types of activities related to disaster management as agreed by the Participants.

# PARAGRAPH III Implementation Mechanism and Programme of Cooperation

- 1. The Participants will, in accordance with this MOU and subject to the respective domestic laws, rules and regulations in each respective ASEAN Member State as well as the Russian Federation, develop cooperation or jointly organise specific programmes or events on disaster management based on available resources and facilities of the Participants.
- 2. The specific terms and conditions for organising the events including assistance on related events will be determined through consultations between the Participants.

## PARAGRAPH IV Focal Point

The implementation of this MOU will be coordinated on behalf of ASEAN, by the ASEAN Committee on Disaster Management (ACDM), the ASEAN Secretariat and the AHA Centre, and on behalf of the Russian Federation, by the Ministry of the Russian Federation for Civil Defense, Emergencies and Elimination of Consequences of Natural Disasters (EMERCOM of Russia).

#### PARAGRAPH V Confidentiality

- 1. Each Participant will observe the confidentiality of documents, information and other data received or supplied to the other Participant during the period of the implementation of this MOU or any other arrangements made pursuant to this MOU, unless expressly authorised otherwise in writing by the Participant providing the said documents, information or data.
- 2. The provisions of this Paragraph will be applied between the Participants notwithstanding the termination of this MOU.

#### PARAGRAPH VI Revision, Modification and Amendment

- 1. The Participants may review, modify or amend all or any part of this MOU.
- 2. Any revision, modification or amendment agreed to by the Participants will be drawn up in writing and will form an integral part of the MOU.
- 3. Such revision, modification or amendment will become effective on such date as may be determined by the Participants.
- 4. Any revision, modification or amendment will not

prejudice the rights and commitments arising from this MOU before the date of such revision, modification or amendment.

#### PARAGRAPH VII Settlement of Disagreement

Any disagreement arising out of the interpretation and/or implementation and/or application of any of the provisions of this MOU will be settled amicably through negotiations and/or consultations between the Participants through agreed channels without reference to any third party.

## PARAGRAPH VIII Working Language

The working language under this MOU will be English.

## PARAGRAPH IX Effect of Memorandum of Understanding

This MOU serves only as a record of the Participants' intentions and does not constitute or create any obligations under domestic or international law, or give rise to any legal process, or be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

## PARAGRAPH X Commencement and Duration

1. This MOU will become effective on the date of

#### signing.

- 2. This MOU will remain effective for a period of three (3) years and will be automatically renewed for a subsequent period of three (3) years. Thereafter, it may be extended for such further period or periods as may be mutually agreed by the Participants.
- 3. Either Participant may terminate this MOU by giving written notice to the other Participant, no less than six (6) months before the intended date of termination of this MOU.
- 4. The termination of this MOU will not affect the implementation of ongoing activities and programs, unless the Participants mutually decide otherwise.

**IN WITNESS WHEREOF**, the undersigned have signed this MOU.

**SIGNED** at Jakarta and Moscow on this nineteenth day of February in the year of two thousand and twenty-one in duplicate, each in the English and Russian language. In the event of any divergence of interpretation between the texts, the English text will be used.