

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS  
AND  
WORLD ANTI-DOPING AGENCY**

**WHEREAS** the Association of Southeast Asian Nations (ASEAN), which is an intergovernmental organisation established by the ASEAN Charter that is committed to intensifying community building through enhanced cooperation and integration by its Member States;

**WHEREAS** the World Anti-Doping Agency (WADA) has the role of the international authority leading a collaborative worldwide movement for doping-free sport;

**WHEREAS** ASEAN and WADA (hereinafter individually referred to as the "Participant" and collectively as "Participants") have a mutual interest in promoting the protection of the integrity of sport by preventing doping and promoting a commitment to the concepts of ethics in sports and fair play; and

**WHEREAS** the Participants intend to conclude this Memorandum of Understanding with the aim of strengthening their cooperation in supporting the growing efforts and actions of Member States of ASEAN to recognise and apply the World Anti-Doping Programme,

**THE PARTICIPANTS HAVE REACHED THE FOLLOWING UNDERSTANDINGS:**

## **PARAGRAPH 1 OBJECTIVE**

This Memorandum of Understanding (MOU) will create a partnership between the Participants in taking actions to prevent doping in sport in the Member States of ASEAN.

## **PARAGRAPH 2 SCOPE**

The Participants will aim to prevent doping in sport in Member States of ASEAN by carrying out activities, including the following:

1. ASEAN, in collaboration with WADA, will encourage and support its Member States to:
  - a. implement the United Nations Educational, Scientific, and Cultural Organisation International Convention against Doping in Sport, which recognises the principles of the World Anti-Doping Code (the Code) as the basis for measures taken to abide by the organisations in the Convention, and the role of WADA in the prevention of doping at the international level;
  - b. review and harmonise national anti-doping policies and programmes with the World Anti-Doping Programme, including the Code, its International Standards, and models of best practice as mutually agreed between the Participants;
  - c. adopt appropriate measures consistent with the principles of the Code, in order to achieve the purpose of the Convention. Such measures may include

legislation, policies, regulations or administrative practices;

- d. support the operational independence of their National Anti-Doping Organisations (NADO)s charged with overseeing the application of national anti-doping rules and policies and ensure adequate funding and resources be available for the sustainability of the NADOs;
- e. conduct education and outreach activities on the prevention of doping in sport and the protection of the health of athletes, values-based education in schools and programmes directed towards athletes and their support personnel as set out in the Code and the WADA International Standard for Education;
- f. ensure that anti-doping activities and programmes are carried out in accordance with the Code when bidding for and hosting international sports events or regional games such as the Southeast Asian Games with exception to those events organised by School Sport Federations and Sport Schools in ASEAN Member States;
- g. support the work and projects of the WADA Asia/Oceania office and the South East Asia Regional Anti-Doping Organisation;
- h. support the necessary provision and training of human resources needed for the prevention of doping in ASEAN;
- i. collaborate with International Federations, regional sports federations, NADOs and regional anti-doping

organisations in the prevention of doping in Member States of ASEAN;

- j. promote the involvement of related public authorities in including national law enforcement, health and education authorities in anti-doping policy and programme development;
- k. cooperate with WADA and take action, as appropriate, to support the Signatories of the Code in the implementation of the Code, in monitoring Code compliance; and
- l. invite WADA to attend, at its own expense, events, conferences and related meetings of ASEAN and relevant committees which are tasked to handle collaboration work.

2. WADA will:

- a. collaborate with ASEAN on the necessary training of human resources in Member States of ASEAN to implement the requirements of the Code by providing technical assistance from WADA experts;
- b. support ASEAN in common projects for its Member States regarding the sharing of information, education, training, and research;
- c. involve ASEAN in regional and international anti-doping policies and programmes promoted by WADA; and
- d. invite ASEAN to attend, at its own expense or subsidised by WADA, events, conferences and meetings on the subject of doping in sport.

**PARAGRAPH 3  
IMPLEMENTATION ARRANGEMENTS**

1. The Participants will coordinate and implement their agreed activities under this MOU to facilitate optimal coordination.
2. The Participants will publish and promote information related to the implementation of this MOU on their respective websites.

**PARAGRAPH 4  
CONFIDENTIALITY**

1. Each Participant will treat and protect all business, marketing, technical or other information provided by the other Participant which is designated as confidential or is disclosed in circumstances of confidence or is reasonably understood to be confidential ("Confidential Information") as secret and confidential, and will not reproduce or divulge the Confidential Information in whole or in part to any third party without the prior written consent of the other Participant and will use the Confidential Information only for the purpose of this MOU and, without limitation, will treat the Confidential Information with the same degree or care as it employs for the protection of its own secret proprietary information which will be not less than reasonable care.
2. The Participants accept that the provisions of this Paragraph will continue to apply between the Participants notwithstanding the expiry of termination of this MOU unless otherwise agreed in writing by the Participants.

**PARAGRAPH 5  
SETTLEMENT OF DISPUTES**

Any dispute or differences arising from the interpretation or implementation of this MOU will be settled amicably through consultations or negotiations between the Participants through agreed channels without reference to any third party, court, tribunal or any other forum.

**PARAGRAPH 6  
EFFECT OF THE MOU**

This MOU is not an international agreement under international law, and does not constitute or create, and is not intended to constitute or create, any legally enforceable rights or obligations, expressed or implied.

**PARAGRAPH 7  
AMENDMENT**

1. The Participants may revise, modify, or amend all or any part of this MOU by mutual written agreement.
2. Any revision, modification, or amendment agreed to by the Participants will be made in writing and will form an integral part of this MOU.
3. Such revision, modification, or amendment will come into effect on such date as may be determined in writing by the Participants.
4. Any revision, modification or amendment will not affect the implementation of ongoing activities or programmes which had

been agreed upon prior to the date of such revision, modification or amendment.

**PARAGRAPH 8  
COMMENCEMENT, DURATION, AND TERMINATION**

1. This MOU will come into effect on the date of its signature by the Participants and will be valid for a period of three (3) years from such date, unless terminated earlier or renewed by the written agreement of the Participants prior to the expiry. The Participants will renew the MOU before expiration of the MOU unless the Participants agree otherwise and this MOU will be regarded as terminated upon the expiration of the MOU.

2. This MOU may be terminated at any time by any Participant, by notifying the other Participant in writing. Such termination will take effect three (3) months from the date of receipt of the said notice to the other Participant. The termination of the MOU will not affect the implementation of any ongoing activities or programmes which have been agreed upon prior to the date of termination.

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

**SIGNED** at Jakarta, Indonesia and Dubai, United Arab Emirates, on the Fourteenth Day of March in the Year Two Thousand and Twenty-Two, in two original copies in the English language.