MEMORANDUM OF UNDERSTANDING

BETWEEN

SPAIN

AND

AUSTRALIA

ON COOPERATION IN SPORT
Spain as represented by the High Council for Sport of the Ministry of Education, Culture and Sport of Spain and Australia as represented by the Department of Health (hereinafter referred to singularly as "the Participant" and collectively as "the Participants");

- Recognising the existing friendly relations between the Participants;
- Desiring to strengthen and further develop cooperation between the Participants in the field of sport on the basis of reciprocity and mutual benefits for the Participants;
- Recognising the need to maintain the integrity of sport in both countries;
- 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 sports and social development of the peoples of the Participants,

Have reached the following understandings:

1. Objective

The Participants, subject to the terms of 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.

2. Areas of Cooperation

2.1.- Each Participant will, subject to the laws, rules, regulations and national policies from time to time in force governing the subject matter in their respective countries, endeavour to take the necessary steps to encourage and promote cooperation.

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

a) training and competition of athletes, coaches and teams;

b) exchange programs and visits by sports leaders, officials, coaches and sport personnel;
c) training and exchange programs for sport sciences personnel and in the development of sport sciences;

d) training, exchange of technology, programs and information in the area of doping in sport;

e) training, exchange of information in relation to government policies, programs and other related information in the field of match-fixing and illegal sports betting; and

f) any other fields and subjects mutually determined to be fit and necessary for mutual benefits and within the framework of this Memorandum.

3.- Information Exchange

3.1.- The Participants will exchange information relevant to meeting the objectives of this Memorandum. More detailed arrangements for information exchange on the basis and within the framework of this Memorandum may be mutually determined by the Participants and recorded in writing.

3.2.- The Participants will exchange information pursuant to this Memorandum in accordance with and subject to the relevant laws in Australia and Spain relating to the disclosure of such information.

3.3.- The Participants will protect any information provided by the other Participant from unauthorised access or disclosure.

3.4.- The recipient Participant will comply with any conditions, restrictions or caveat imposed by the Participant disclosing the information in respect of the handling or disclosure of that information, according to current regulations for each of the signatories.

3.5.- 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, or as otherwise required or authorised by the domestic law of the Participant receiving the information.

4.- Implementation

4.1.- The Participants will make arrangements for the implementation and development of specific programs under this Memorandum through exchanges of letters, meetings, or other instruments. Such specific arrangements, in
accordance with and subject to the relevant laws in Australia and Spain may cover the subjects of cooperation, information exchange, procedures, funding, and other appropriate matters.

4.2.- Each such program and its associated arrangements, including funding, will be mutually determined and recorded in writing in a subsidiary arrangement. Each Participant will be responsible for coordinating the implementation of its side of such programs.

4.3.- Subject to the concurrence of the other Participant, a relevant agency of national Government other than a Participant may assume responsibility for implementing an initiative under this Memorandum. Operational arrangements that give effect to the programs and initiatives specified in the subsidiary arrangement can be negotiated by the relevant agencies, in consultation with the Participants.

4.4.- The Participants will review the operation of this Memorandum by an annual exchange of correspondence and mutually determine any necessary updates or termination of cooperative activities to be undertaken.

4.5.- Each subsidiary arrangement will remain subject to this Memorandum and to the extent of any inconsistency with the Memorandum, the latter will prevail.

4.6.- A subsidiary arrangement commences on:
   a) The date it is signed by both Participants or the relevant agencies; or
   b) The date the last Participant or relevant agency signs where the Participants or relevant agencies do not sign the subsidiary arrangement on the same day.

5.- Variation

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

6.- Settlement of Disputes

Any dispute between the two Participants arising out of the implementation of this Memorandum will be settled amicably by consultation.
7.- Financial Arrangements

The financial arrangements to pay expenses for the 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.

8.- Effect of Memorandum of Understanding

This Memorandum and any subsidiary arrangement made pursuant to it serves only as a record of the Participants' intentions and do not constitute or create, and are 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 from time to time in force, where the implementation of this Memorandum would affect any Participant's right and interests with respect to its national security, national and public interest or public order, protection of intellectual property rights, and confidentiality and secrecy of documents, information and data, that Participant may undertake appropriate steps or consultation to ensure that its rights and interests are protected and safeguarded.

10.- Entry Into Effect, Duration And Termination

10.1.- This Memorandum will come into effect on the date of signing and will remain in effect for a period of five (5) years.

10.2.- This Memorandum may be extended for a further period as may be mutually determined in writing by the Participants.
10.3.- Notwithstanding anything in this Memorandum, either Participant may terminate this Memorandum by notifying the other Participant of its intention to terminate this Memorandum by a notice in writing at least three (3) months prior to its intention to terminate the Memorandum.

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

Signed in duplicate at Canberra on the twenty-third day of June, in the year 2014, in the English and Spanish languages, both texts being equally authentic.

FOR AUSTRALIA

Peter Dutton
Minister for Health
Minister for Sport

FOR SPAIN

Enrique Viguera Rubio
Ambassador of Spain to Australia