



WORLD TAEKWONDO

10TH FL., BOOYOUNG TAEPYEONG BLDG., 55 SEJONG-DAERO, JUNG-GU, SEOUL, KOREA,
04513 Tel: 82-2 82-2 566 2505 | E-mail: info@worldtaekwondo.org | www.worldtaekwondo.org

Cooperation Agreement

This Cooperation Agreement (this "**Agreement**") is made effective as of July 1, 2022 by and between:
World Taekwondo, located at 10th Fl., Booyoung Taepyeong Bldg., 55 Sejong-daero, Jung-gu, Seoul, Korea, 04513
(Hereinafter "**WT**");

And

Timor-Leste Taekwondo Federation, located at Rua Jacinto Candido Ex Koni (GMT), Dili Barak, Vera Crus, Timor-Leste, the recognized World Taekwondo Member National Association in Timor-Leste; (hereinafter "**FTTL**")

WT and FTTL are from time-to-time referred to individually as "**Party**" and collectively as "**Parties**". In addition, WT from time-to-time will be referred to as "**Donor**" and FTTL as "**Beneficiary**".

Article 1: Purpose and Objective

WT and FTTL desire, under the terms and conditions contained in this Agreement, to cooperate to provide a program titled "Building Self-Resilience through Taekwondo" ("**Building Self-Resilience through Taekwondo**") to provide orphans and women victims of household violence in disadvantaged communities with the opportunity to build self-confidence, discipline, and resilience through taekwondo.

Article 2: Obligations of the Parties

2.1 The obligation of WT is to provide funding in accordance with **Addendum 1 (FTTL Role and Responsibilities)** of this Agreement.

2.2 The obligation of FTTL is to provide funding services in accordance with **Addendum 2 (WT Role and Responsibilities)** of this agreement.

Article 3: Term and Termination

3.1 The term of this Agreement shall remain in effect from the Effective Date of July 1, 2022 to June 30, 2023.

3.2. Either Party shall have the right to suspend or terminate this Agreement to be performed hereunder (in full or as to any particular portion at any time) for cause upon written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, and WT also shall have the right to suspend or terminate this Agreement to be performed hereunder (in full or as to any particular portion at any time) for cause or for no cause, upon written notice to FTTL and effective immediately or as of the date set forth in such notice.

Article 4: Independent Contractors

WT and FTTL are independent contractors and engage in operation of their own respective businesses. Neither party nor any of its employees or agents shall be considered an employee or agent or affiliate of the other party, nor shall any partnership, joint venture or joint employer relationship be created or implied by virtue of this Agreement or of its performance.

Article 5: Indemnification:

FTTL hereby agrees to indemnify the WT and its respective affiliates and officers against any and all claims, liabilities, damages, losses and costs, including but not limited to legal costs, in connection with FTTL's exercise of the rights other than as permitted under this Agreement, whether or not such claims, etc. arise



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during the term of this Agreement. This indemnification clause shall survive the expiration or termination of this Agreement.

Article 6: Promotion

6.1 Local promotional communication may be managed and coordinated by the FTTL, while international promotional communication may be carried out by the WT. However, it is understood that any press release or outside communication concerning this Agreement or in relation to this Agreement (and the terms and conditions thereof) by FTTL is prohibited unless such release is agreed to by the WT in writing prior to it.

6.2 Branding guidelines of each Party shall be respected. Any printed communication comprising of any logo or mention of the FTTL or WT must be submitted to the other Party for review and proofreading, per email, at least one month before printing to the following:

For the Donor: cares@worldtaekwondo.org

For the Beneficiary: tftaekwondofederation20@gmail.com

6.3 It is understood that WT is the owner of proprietary and intellectual property rights of WT makes logos and associated trade names, whether or not registered with any public authorities of intellectual properties. FTTL is granted a limited, non-exclusive, revocable right and license to use for the purpose of this Agreement. All data, information, design features, graphics, reports and associated tangibles (such as drawings, devices and diagrams) resulting from or arising out of WT intellectual property shall be the property of WT.

Article 7: Jurisdiction and Disputes

7.1 This Agreement is governed and interpreted by the law of the Republic of Korea.

7.2 Any dispute arising from or related to this Agreement will be submitted exclusively to the jurisdiction of the Seoul Central District Court, the Republic of Korea.

Article 8 – General Provisions

8.1 Notices: Any notice, demand, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing.

8.2 Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such invalid or unenforceable provision was omitted.

8.3 Entire Agreement: This Agreement embodies the entire and final agreement of the Parties with regard to the Agreement and no representations, warranties, agreements, understandings, verbal or otherwise exist between the Parties except as herein expressly set out.

8.4 Amendments: No amendment, alteration, change, qualification or modification of this Agreement shall be valid unless it is in writing and signed by each Party hereto.

8.5 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8.6 Force majeure: Neither party shall be liable for failure to perform its obligations if such failure is as a

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result of Acts of God (including for example fire, flood, earthquake, or other natural disaster), war, system malfunction, government restrictions or any other reason where failure to perform is beyond the reasonable control of the party. The party so affected must immediately give notice to the other party and shall use its reasonable best efforts to resume performance.

8.7 Limitation of Liability: Neither party shall be liable to the other for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits) arising in any way out of this Agreement, however caused and on any theory of liability.

In witness whereof, this agreement has been executed in two copies. After they are executed and signed thereto, the WT and FTTL shall keep one copy each.


Date: July 1, 2022

On Behalf of:
World Taekwondo



Jeongkang Seo – Senior Director of MRD, World Taekwondo

On Behalf of:
Timor-Leste Taekwondo Federation



Gabriel Da Costa – President, Timor-Leste Taekwondo Federation





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ADDENDUM 1: FTTL Role and Responsibilities

- a. Abide by all local laws and regulations
- b. Organize training for 100 young people in Dili City (60 orphans and 40 women victims of household violence).
- c. Guarantee quality training for all participants
- d. Ensure safety and integrity of all participants
- e. Make taekwondo kits for each of the 100 young students that includes a dobok, belt, and target
- f. Train local teachers and interested adults in taekwondo alongside classes in order to certify as instructors within three years for long term impact of taekwondo in the area
- g. Prepare appropriate progress reports including photos, videos, metrics, and biographies at the end of each month
- h. Prepare appropriate invoices to the Donor, as per the following schedule:

Date	Note
July 1, 2022	The Beneficiary sends the invoice to the Donor

- i. Send an invoice to the Donor after the Donor and the Beneficiary sign the agreement.
- j. Prepare appropriate financial reports, including copies of receipts and relevant documents, to the Donor after receiving funds from the Donor, as per the following schedule:

Date	Note
July 15, 2022	The Beneficiary sends the financial report to the Donor

Note: Detailed financial plan on how you use grant

- k. Maintain books and records: Complete and accurate books of account about the operations shall be kept by the FTTL and shall show the condition of the collaboration and finances of the Agreement and each Party shall have access to, and may inspect and copy, any part thereof.
- l. Maintain proper accounts of all transactions of the cooperation and at the end of the Project Year a statement shall be prepared showing the income and expenditures of the Collaboration.

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ADDENDUM 2: WT Role and Responsibilities

A. Provide Financial Support for the Timor-Leste Project as per the following budget plan provided by FTTL:

No.	Activity	Center 1 & 2 (100 young people)	Note
1	Opening Ceremony	US\$ 1000.00	\$500x2 centers
2	Taekwondo Equipment		
2.1	Gear	US\$ 2,760.00	Striking pad: 30 units (15 per center) (\$40 per unit) Head protector: 12 units (6 per center) (\$60 per unit) Body protector: 12 units (6 per center) (\$70 per unit)
2.2	Matt	US\$ 4,000.00	200 units (100 per center) (\$20 per unit)
2.3	Tent	US\$ 250.00	1-unit 6mx10m (for 1 center)
2.4	Uniforms	US\$ 5,000.00	200 units (\$25 per unit)
3	Staff Salary		
3.1	Instructors (2 people)	US\$ 9,000.00	1 Person \$550.00 x 12 months (Taekwondo Coach) 1 Person \$200.00 x 12 months (Korean Language Teacher)
3.2	Administrator (1 person)	US\$ 6,000.00	1 Person \$500.00 x 12 months
4	Activity Cost		
4.1	Overseas Delivery Fee	US\$ 500.00	All materials will be shipped from Indonesia
4.2	Operation Fee for WT Cares Timor-Leste board	US\$ 1,000.00	Transportation, meetings, and other services.
4.3	Miscellaneous	US\$ 2,000.00	Printer, papers, water, and other services or materials.
4.4	Grading Ceremony	US\$ 490.00	Belts and certificates.
5	Closing Ceremony	US\$ 1000.00	\$500x2 centers
	Total Cost	US\$ 33,000.00	In total: US\$ 33,000.00

- Total: \$33,000 for 100 young people in two centers
- Center 1: 60 orphans in Dominican Orphanage, Bidau, Dili City
- Center 2: 40 women victims of household violence in Centro Queshadip Ruak (CQR), Dili City
- Project duration: July 1, 2022 – June 30, 2023

B. Payment terms: A total of one installment will be paid according to the budget plan as follows:

Date	100 students	Note
July 15, 2022	US\$ 33,000.00	The Donor wires US\$ 33,000.00
Total	US\$ 33,000.00	In total : US\$ 33,000.00 for two centers

Banking details for reimbursement:

Name of Bank:	Mandiri Dili, Timor-Leste
Address of Bank:	Rua 25 de Abril No. 10, Vera Cruz Colmera, Dili
Bank Swift Code:	BMRIIDJA
Account No.:	IBAN: TL38 0050 6010 0005 6537 713
Name of Account:	Federacao de Taekwondo de Timor-Leste (FTTL)
Address of Account:	Rua Jacinto Candido Ex Koni (GMT), Dili Barak, Vera Crus
Intermediary Bank:	N/A

C. Conduct Monitoring and Evaluation to Assess the Project's outcomes, impact and performance.

D. Integrity Commitment: FTTL warrants and represents that the use of these funds shall in all cases conform to the requirements of the WT Integrity Code of Conduct, with special reference to Articles 3 and 5 of the code (May 11, 2021 version).