

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
EMPLOYERS ASSOCIATION OF INDONESIA  
(APINDO)  
AND  
THE JAKARTA JAPAN CLUB  
(JJC)**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and entered into as of **the 12 day of December 2017** by and between:

1. **APINDO**, an organization established under the laws of the Republic of Indonesia, having its address at Permata Kuningan Building, 10<sup>th</sup> Floor, Kuningan Mulia Street Kav.9C, Guntur-Setiabudi, South Jakarta 12980, in this matter represented by Hariyadi B. Sukamdani, in his capacity as the Chairman of APINDO;
2. **THE JAKARTA JAPAN CLUB**, an organization established under the laws of the Republic of Indonesia, having its address at Wisma Keiai 16<sup>th</sup> Floor, Jl. Jend. Sudirman Kav. 3, Jakarta 10220 (hereinafter referred to as "JJC"), in this matter represented Yusuke Katsuta, in his capacity as Chairman of JJC.

(APINDO and JJC are hereinafter collectively referred to as the "Parties")

**WHEREAS:**

APINDO is a democratic, independent, autonomous and accountable organization of Indonesia employers, especially for taking care the industrial relationship and manpower affairs, investment and the business world activities in a wide range implementation into harmonious fairness and dynamic industry;

JJC is an organization which has various activities to improve investment climate for the corporate members, to make contribution to Indonesia's economic growth through the improvements and to enhance communications and friendship among Japan and Indonesia;

The Parties have the same general vision on the importance of a conducive business climate and the development of international trade and investment, and are looking for cooperation in the form of (i) effective exchange of information on companies and business opportunities, (ii) finding solutions to problems in trade and investment policy issues, and (iii) have the capabilities to jointly implement special cooperation programs (which will be detailed further by the Parties).

Based on the above, the Parties hereby agree to enter into this MoU with the following terms and conditions:

## **ARTICLE 1 OBJECTIVES OF COOPERATION**

The objectives of the cooperation are:

To maximize the benefit of the members of both APINDO and JJC in the area of trade, investment and cooperation between Indonesia and Japan.

## **ARTICLE 2 AREAS OF CO-OPERATION**

The Parties agree to the following areas of co-operation:

### **2.1. Exchange of Information and Establishment of Business Contacts**

To exchange information on developments in business and trade and investment policy and regulations in Indonesia between APINDO and JJC by:

1. Sharing selected information from their respective newsletters and websites for distribution to their members;
2. Exchanging views and inputs with regards to business and trade and investment policy issues;
3. Having regular contacts between the secretariats on specific issues or questions that are raised by members of APINDO and JJC in order to provide better information to members;
4. Exploring possibilities for any collaboration arrangements that benefits the members of APINDO and JJC.

### **2.2. Joint Representation of Interests**

To work together towards finding an effective solution to issues that affects cooperation in trade and investment between Indonesia and Japan.

### **2.3. Implementation of Co-Operation Programs**

To work closely together to implement the cooperation initiated upon agreement of both Parties.

## **ARTICLE 3 COMMITTEE**

1. The Parties agree that to implement the cooperation between the Parties as referred to in this MoU, both Parties shall appoint a person in charge.
2. APINDO will be represented by the members of APINDO National Board for International Relations Affairs.
3. JJC will be represented by JJC Steering Committee and Secretariat.

## **ARTICLE 4**

## **CONFIDENTIALITY**

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data exchanges, received or supplied to the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU;
2. If either Party wishes to disclose confidential data and/or information resulted from the cooperation activities carried out under this MoU to any third party, the disclosing Party must obtain prior written consent from the other Party before any disclosure can be made;
3. The Parties agree that the provision of this Article shall continue to bind the Parties notwithstanding the termination of this MoU;
4. The provision of this Article shall not prejudice the prevailing laws and regulations of the Parties.

## **ARTICLE 5 VALIDITY AND AMENDMENT**

1. The cooperation between the Parties shall be in effect on the date of signing of this MoU for 1 (one) year period and shall be automatically extended thereafter, unless either Party notifies in writing of its intention to terminate this Memorandum of Understanding not later than 3 (three) months before such termination.
2. The termination of this Memorandum of Understanding shall not affect the validity of duration of any specific programs, projects or activities made under this Memorandum of Understanding until the completion of such program, project or activity.

## **ARTICLE 6 OTHERS**

1. Any specific programs and/or projects initiated under this MoU shall be governed separately in written document and/or contract signed by both Parties.
2. Any other things not covered in this MoU shall be discussed and arranged separately in writing upon agreement by both Parties.

## **ARTICLE 7 DISPUTE SETTLEMENT**

### **7.1. Deliberation**

All disputes or differences which may arise between the Parties out of or in relation to this MoU shall be settled under the principle of deliberation to reach consensus.

### **7.2. Arbitration**

In the event that the disputes, differences or breach cannot be settled by deliberation, within the meaning of Article 7.1, the Parties hereby agree to settle those events through arbitration at the Indonesian National Board of Arbitration (BANI).

**IN WITNESS WHEREOF**, the Parties hereto caused their duly representative to execute this MoU on the year and date first mentioned above in 2 (two) originals duly stamped and each of them has the same legal binding.

Jakarta, 12 December 2017

**APINDO**

**THE JAKARTA JAPAN CLUB**

Hariyadi B. Sukamdani  
Chairman

Yusuke Katsuta  
Chairman

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