

法規名稱：AGREEMENT ON GEODETIC AND GEOMATIC COOPERATION BETWEEN THE TAIPEI ECONOMIC AND TRADE OFFICE, JAKARTA, INDONESIA AND THE INDONESIAN ECONOMIC AND TRADE OFFICE TO TAIPEI

簽訂日期：民國 106 年 12 月 20 日

生效日期：民國 106 年 12 月 20 日

The Taipei Economic and Trade Office (TETO), Jakarta, Indonesia and the Indonesian Economic and Trade Office (IETO) to Taipei, hereinafter referred to as “ Parties ” ;

Considering the existing common desire for friendly cooperation and enhanced relations between the Parties;

Realizing that geodetic and geomatic cooperation would lead to common benefit on science, business and economic development of the Parties;

Aiming to promote cooperation between the Parties in various fields of science, business and industry on the basis of equality and mutual benefit;

Pursuant to the prevailing laws and regulations in the territories represented by the Parties;

Have agreed as follows:

Article 1

Purposes

The purposes of this Agreement are:

1. To promote cooperation in the development of geodetic and geomatic sciences, business and industries;
2. To promote mutual consultation, exchange of technical assistance and cooperative program on specific areas of geodetic and geomatic sciences, business and industries;

Article 2

Areas of Cooperation

The Parties shall develop geodetic and geomatic cooperation in the following areas, Inter alia:

1. Human Resources Development;
2. Sharing Equipment and Technology;
3. Data Collection in Indonesia;
4. Data Analysis;

5. Science Research;
6. Joint Investment, Marketing and Promotion;
7. Others related to science, business and industry development.

The forms of cooperation, the location of execution of such and the action plan will be discussed by and between the Parties.

Article 3

Mechanism

1. The TETO agrees to provide technical assistance to the IETO by dispatching a Geodetic and Geomatic Mission (hereinafter referred to as “ GEM ’), composed of long term and short term experts, including a chief of GEM.
2. The TETO agrees to provide equipment to the IETO upon its request under this Agreement.
Insurance covering accidental damage or loss during the mission is mandatory. The detail of insurance policy shall be settled respectively for each mission.
3. The IETO in coordination with the designated authorities in Indonesia, shall collaborate with GEM in the planning, implementation, monitoring, and evaluation of the cooperation agreed in article 2 and 3 to ensure that the project is consistent with the Indonesian earth science and technology development.

Article 4

Designated Authorities

For the purpose of implementation of this Agreement, designated authorities shall be:

1. on behalf of the TETO, GEM organized by the Ministry of the Interior;
2. on behalf of the IETO, related agencies, coordinated by institution that responsible for Geospatial Information in Indonesia.

Article 5

Financial Obligation

The TETO, in coordination with the proper authorities in its country, agrees:

To supply GEM with technology and equipment, tools, hardware, and software.

The designated authorities mentioned in the article 4, through the IETO, agrees:

1. To pay the cost of transportation to and from Indonesia,

- insurance of the equipment of mission during the period of their service in Indonesia;
2. To pay the cost of transportation to and from Indonesia, the stipends of all members of mission during the period of their service in Indonesia. The payment shall include the expenses arising from administration due to the transportation;
 3. To pay all expenses arising from administration of GEM including the operational cost of GEM;
 4. To supply GEM with a task force office and the vehicles for the implementation of this Agreement.

Article 6

Confidentiality and Intellectual Property Rights

1. The Parties shall ensure that mutually provided information, documents, and personal data are kept confidential. In case that the use of the aforementioned information is restricted or that it is not used for the purpose for which it was provided or that it is going to be shared with a third party, the consent of the Parties that provides it shall be secured in advance.
2. Any result of activities in the fields of cooperation which are performed under this Agreement shall be subject to the laws and regulations concerning the protection of intellectual property rights of the Parties.

Article 7

Counterpart

1. The TETO in coordination with related agencies shall provide GEM with appropriate counterparts and local technical and/or administrative personnel;
2. The IETO in coordination with related agencies shall provide GEM with appropriate counterparts and local technical and/or administrative personnel.

Article 8

Consultation Meeting and Review

Consultation meetings will be held among designated authorities and the members appointed by the TETO and the IETO at least once a year for the purpose of:

1. Reviewing and reporting the progress of the cooperation activities;
2. Planning, coordinating and establishing the priorities for the future cooperation;
3. Making recommendation to the TETO and the IETO on the cooperation activities and expansion of the location of the projects;
4. Other areas agreed by the designated authorities.

Article 9

Dispute Resolution

Any differences or disputes that may arise between the Parties relating to the implementation of this Agreement shall be settled amicably through consultation and negotiation between the Parties.

Article 10

Entry into Force, Amendment, and Termination

1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for 5 (five) years.
2. Any amendment to this Agreement may only be made with mutual consent achieved by consultation and confirmation in writing by the Parties;
3. This Agreement may be terminated at any time by either Party giving 1 (one) year prior notification in writing to the other Party;
4. This Agreement may be extended at any time by either Party giving 1 (one) year prior notification in writing to the other Party;
5. The termination of this Agreement shall not affect the validity and duration of any ongoing projects and activities under the areas of cooperation until the implementation of the agreed project has been carried out.

In witness whereof, the undersigned being duly authorized by their respective Governments, have signed this Agreement.

Done in Taipei on the twentieth day of December in the year of two thousand and seventeen, in duplicate in the English language, this English version being the agreed authentic text and each Party takes the responsibility for establishing translation into their own languages.

FOR THE TAIPEI ECONOMIC
AND TRADE OFFICE, JAKARTA,
INDONESIA

JOHN C. CHEN

FOR THE INDONESIAN ECONOMIC
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ROBERT J. BINTARYO