

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE TAIPEI ECONOMIC AND TRADE OFFICE, JAKARTA, INDONESIA AND THE INDONESIAN ECONOMIC AND TRADE OFFICE TO TAIPEI ON TRADE PROMOTION COOPERATION

簽訂日期：民國 109 年 05 月 06 日

生效日期：民國 109 年 05 月 06 日

The Taipei Economic and Trade Office, Jakarta, Indonesia (TETO) and the Indonesian Economic and Trade Office to Taipei (IETO), hereinafter referred to individually as a “ Party ” and collectively as the “ Parties ” .

CONSIDERING to develop and strengthen trade and economic relations between offices on a mutually beneficial basis.

DESIRING to increase trade promotion cooperation, the Parties agreed to establish the Memorandum of Understanding (hereinafter referred to as “ MOU ” ).

Have reached the following understanding:

#### ARTICLE 1

##### OBJECTIVE

The objective of this MOU is to enhance relationship for developing and strengthening cooperation in the field of trade promotion activities between the Parties.

#### ARTICLE 2

##### IMPLEMENTING AUTHORITIES

This MOU shall be implemented by the Bureau of Foreign Trade (BOFT), Ministry of Economic Affairs for the Taiwan side and the Directorate General of National Export Development (DGNED), Ministry of Trade for the Indonesian side.

#### ARTICLE 3

##### FORM OF COOPERATIONS

The forms of cooperation under this MOU may include the following, but not limited to:

1. exchange of information in the field of trade promotion; and
2. trade promotion activities.

#### ARTICLE 4

##### EXCHANGE OF INFORMATION

The Parties shall establish an exchange of:

1. Trade promotion information on electronic format on mutual basis upon request.
2. The information to be exchanged may include business opportunities, trade contacts, and trade promotion activities such as: trade fairs and exhibitions, trade missions, business dialogue, seminars, conferences, forums, etc.

#### ARTICLE 5

##### TRADE PROMOTION ACTIVITIES

1. The Parties shall encourage their respective private sector businesses to participate in trade fairs, exhibitions, seminars, business forums/dialogues, trade missions, conferences, training, etc. held in either country.
2. The Parties shall encourage their respective private sector businesses to participate in e-commerce related seminars, forums and events, and capacity building programs that facilitate business by adopting e-commerce.

#### ARTICLE 6

##### CONFIDENTIALITY

1. Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this MOU or any other agreements made pursuant to the MOU.
2. If either Party wishes to disclose confidential data and/or information resulting from the cooperation activities under

this MOU to any third party, the disclosing party must obtain prior consent from the other Party before any disclosure can be made.

3. The Parties agree that the provision of this Article shall continue to be binding between the Parties notwithstanding the termination of this MOU.

#### ARTICLE 7

##### IMPLEMENTATION AND REVIEW

1. The Parties shall organize regular meetings with the purpose of implementing and reviewing this MOU.
2. The Parties agree for the development of future trade promotion cooperation shall be in accordance with the progress and results of the reviews.

#### ARTICLE 8

##### OTHER PROVISIONS

Neither Party shall bear any financial obligations except for the reimbursement of expenses agreed to in advance and related to specific actions which have been mutually agreed upon by both Parties.

#### ARTICLE 9

##### DISPUTE RESOLUTION

Any dispute arising out of the interpretation or implementation of this MOU shall be settled amicably through consultation by the Parties.

#### ARTICLE 10

##### AMENDMENT

This MOU may be amended and modified at any time in writing by mutual consent of the Parties and shall form an integral part of this MOU. Such amendment or modification shall enter into force on such a date as shall be determined by the Parties.

ARTICLE 11

ENTRY INTO FORCE, DURATION AND TERMINATION

1. The MOU shall enter into force on the date of the last signature by the representatives of the Parties and shall be valid for a period of two (2) years. It shall be automatically renewed for an additional one (1) year period unless either Party notifies the other in writing, three (3) months prior to the intended date of termination.
2. In the event of termination, the provision of this MOU shall remain applicable to ongoing programs undertaken in accordance with this MOU until their completion, unless the Parties agree otherwise.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto have signed this MOU.

Done in duplicate at Jakarta on the 23rd of April in the year 2020, and at Taipei on the 6th of May in the year 2020, in the Mandarin, Indonesian and English languages, with all texts being equally authentic. In case of any dispute arising from the interpretation of this MOU, the English text shall prevail.

For the Taipei Economic and  
Trade Office, Jakarta,  
Indonesia

For the Indonesian Economic  
and Trade Office to Taipei

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John C. Chen  
REPRESENTATIVE

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Didi Sumedi  
REPRESENTATIVE