



MINISTRY OF TRADE
REPUBLIC OF INDONESIA



Schweizerische Eidgenossenschaft
Confédération suisse
Confederazione Svizzera
Confederaziun svizra

Swiss Confederation

Federal Department of Economic Affairs,
Education and Research EAER
State Secretariat for Economic Affairs SECO

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF TRADE OF
THE REPUBLIC OF INDONESIA
AND
THE STATE SECRETARIAT FOR ECONOMIC AFFAIRS OF
THE SWISS CONFEDERATION
ON COOPERATION IN TRADE PROMOTION

The Ministry of Trade of the Republic of Indonesia and the State Secretariat for Economic Affairs of the Swiss Confederation, hereinafter singularly referred to as “the Party” and collectively referred to as “the Parties”;

REFERRING to the Agreement on Technical Cooperation between the Republic of Indonesia and the Swiss Confederation signed in Jakarta on 21st January 1971;

REALIZING that the economic performance of a country is positively influenced by the level of its competitiveness and performance at the international level;

ACKNOWLEDGING the important role of international trade in boosting economic development and reducing poverty and as a positive instrument towards the improvement of business practices;

INSPIRED BY democratic principles and the universal values of human rights and social justice;

PURSUANT TO the prevailing laws and regulations of the Government of the Republic of Indonesia and the Swiss Confederation;

HAVE REACHED the following understanding:

Article 1
Definitions

In this Memorandum of Understanding the following terms shall have the following meanings:

- 1) “Indonesian Government” means the Government of the Republic of Indonesia.

- 2) "Swiss Government" means the Government of the Swiss Confederation.
- 3) "SECO" means the State Secretariat for Economic Affairs of the Swiss Confederation.
- 4) "MoT" refers to the Ministry of Trade of the Republic of Indonesia.
- 5) "MMAF" refers to the Ministry of Marine Affairs and Fisheries of the Republic of Indonesia.
- 6) "MoCSMEs" refers to the Ministry of Cooperatives and SMEs of the Republic of Indonesia.
- 7) "MoU" means the present Memorandum of Understanding between the Ministry of Trade of the Republic of Indonesia and the State Secretariat for Economic Affairs of the Swiss Confederation on Cooperation in Trade Promotion.
- 8) "SIPPO" stands for the Swiss Import Promotion Programme, a program undertaken globally by SECO, which focuses on capacity building on market access.
- 9) "Projects" relate to any cooperative activity undertaken for the implementation of this MoU.
- 10) "Technical Arrangements" refers to arrangements between the Parties that define specific cooperation activities under the MoU.
- 11) "BSO" means Business Support Organization which is supported by SIPPO under this MoU.
- 12) "Implementing Agency" means the Agency to be entrusted by the Parties with the implementation of projects of this MoU.

Article 2

Objective

The objective of this MoU is to provide a framework for the cooperation between the Parties to contribute to creating sustainable and inclusive economic growth through the integration of relevant partners in Indonesia into world trade, particularly into European markets.

Article 3

Areas of Cooperation

The parties agree to cooperate through forms including but not limited to technical assistance, capacity building, training, and international know-how transfer, in the following areas:

- 1) Improving the competencies of BSOs to provide export promotion services to export-ready companies.
- 2) Institutional strengthening of BSOs to embed export promotion into their processes and procedures.

- 3) Facilitating the integration of BSOs into relevant networks and supporting the development of cooperation models in the local export promotion system.
- 4) Ensuring that sustainability and digitalization aspects are adequately implemented in the BSOs as per global trade requirements.
- 5) Any other areas that may be jointly decided upon by the Parties in writing.

Article 4 Implementation

- 1) The Parties will determine specific areas of cooperation in accordance with Article 3 and its related activities by mutual consent.
- 2) For the implementation of this MoU, the Parties shall develop Technical Arrangements to be agreed to by the Parties, which will specify inter alia the objectives, activities, location of the project, duration, implementing agencies and personnel involved, financial provisions, and other details related to the specific activities conducted by all participants involved under this MoU.
- 3) All projects are conducted and coordinated with sound administrative procedures pursuant to prevailing laws and regulations of Indonesia, including through consultation with relevant Indonesian authorities.
- 4) Progress and results of any activity under this MoU shall be regularly monitored by the Parties with the mechanism agreed in the Technical Arrangements.

Article 5 Sectoral Application

- 1) The Parties agree to cooperate on priority pre-defined sectors namely natural ingredients, wood-based technical products, and value-added fish and seafood.
- 2) Provided that those sectors are managed and related to different ministries, the Parties will be supported by and closely coordinate activities with related ministries, including, but not limited to, MMAF and MoCSMEs.
- 3) The Technical Arrangements between the Parties and each respective mentioned ministry will be developed and agreed to separately by the Parties and each respective mentioned Ministry.

Article 6 Entry into Force, Duration, and Termination

- 1) This MoU shall enter into force on the date of its signature and shall remain in force for a period of 4 (four) years. The MoU can be extended upon written agreement between the Parties.

- 2) Either Party shall have the right to terminate this MoU at any time by giving written notification to the other Party at least 3 (three) months prior to the intended date of termination.
- 3) The termination of this MoU shall not affect the validity and duration of ongoing projects undertaken under this MoU until the completion of such Projects, unless otherwise decided by the Parties.

Article 7 **Confidentiality**

- 1) The Parties commit to sharing any information relevant to the successful and smooth implementation of the cooperation while respecting relevant laws and regulations relating to the confidentiality of data and information in the respective countries.
- 2) Each Party shall undertake to observe confidentiality and secrecy of documents, information, and other data received or supplied, directly or indirectly, to the other Party during the period of the implementation of this MoU.
- 3) If either Party wishes to disclose any information resulting from the cooperation activities 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.
- 4) The Parties agree that the provision of this Article shall continue to be binding between the Parties notwithstanding the termination of the MoU.
- 5) The provision of this Article shall not prejudice the prevailing laws and regulations of the Parties.

Article 8 **Intellectual Property Rights**

- 1) The protection of intellectual property rights shall be enforced in accordance with the laws and regulations of the Parties' respective countries.
- 2) In the event that any activity will result in intellectual property rights, a separate agreement shall be developed and agreed by the Parties regarding ownership and utilization of such rights.

Article 9 **Financial Arrangement**

The Financial Arrangement of any project under this MoU shall be stipulated in the Technical Arrangements upon mutual consent and subject to the availability of resources from both Parties.

Article 10
Limitation of Personnel Activities

All persons engaged in activities related to this MoU shall respect the political independence, sovereignty, and territorial integrity of the host country and shall act under the objective of this MoU.

Article 11
Amendment

- 1) This MoU may be amended at any time by mutual written consent of the Parties. Such an amendment shall form an integral part of this MoU.
- 2) The Party that intends to amend this MoU, will notify the other Party of such intention in writing 3 (three) months in advance.
- 3) The amendment of this MoU will enter into force on the date of its signature.

Article 12
Settlement of Differences

Any differences related to the interpretation and/or implementation of this MoU shall be resolved amicably through consultation and negotiation between the Parties, based on mutual benefit, equality, cooperation, and mutual trust.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this MoU.

Done in duplicate on March 17th, 2023 in Indonesian and English languages, both texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

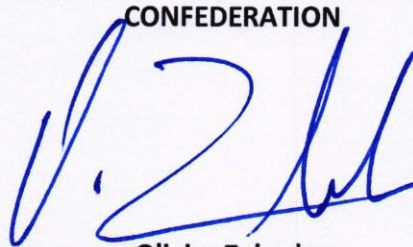
**FOR THE MINISTRY OF TRADE OF THE
REPUBLIC OF INDONESIA**



Didi Sumedi

Director General for National Export
Development

**FOR THE STATE SECRETARIAT FOR
ECONOMIC AFFAIRS OF THE SWISS
CONFEDERATION**



Olivier Zehnder

Ambassador to Indonesia, Timor-Leste, and
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