

**MEMORANDUM OF COOPERATION**  
**BETWEEN**  
**THE MINISTRY OF TOURISM OF THE REPUBLIC OF INDONESIA**  
**AND**  
**THE MINISTRY OF LAND, INFRASTRUCTURE, TRANSPORT, AND**  
**TOURISM OF JAPAN**  
**ON**  
**COOPERATION IN THE FIELD OF TOURISM**

The Ministry of Tourism of the Republic of Indonesia and the Ministry of Land, Infrastructure, Transport, and Tourism of Japan (hereinafter referred to collectively as “the Participants” and singularly as a “Participant”);

**CONSIDERING** the importance of strengthening cooperation and friendly relations between the two countries;

**DESIRING** to further develop cooperation between the two countries in the field of tourism for the economic benefit and welfare of the people in the two countries;

**PURSUANT** to the prevailing laws and regulations in their respective countries as well as the procedures and policies of their respective governments in the field of tourism;

**HAVE REACHED** the following recognitions:

**PARAGRAPH 1**  
**AIMS OF COOPERATION**

This Memorandum of Cooperation (hereinafter referred to as “this MoC”) aims to establish a basis between the Participants for cooperation on the development and promotion of tourism based on the principles of mutual benefit

and understanding.

## **PARAGRAPH 2**

### **SCOPES OF COOPERATION**

The Participants affirm the cooperation through the following scopes:

1. Tourism Promotion

The Participants will implement joint tourism promotion at regional and international travel fairs, exhibitions, and other tourism promotion related activities to encourage mutual visits of the people between the two countries.

2. Type of tourism

The Participants will exchange views of experience, information, and knowledge particularly on wellness tourism, gastronomy tourism, adventure tourism, marine tourism, rural tourism, ecotourism, cultural tourism, and sustainable tourism. The Participants will also encourage study visits and comparative studies related to tourism product development.

3. Tourism Destination Management

The Participants will exchange of knowledge, experience, and best practice on the development of tourism destination management in each country for encouraging more tourists to visit the various destinations and attractions especially in rural areas among related Participants, in the area of including but not limited to sustainable tourism development.

4. Private Sector Cooperation

The Participants will encourage and motivate private sectors to elevate cooperation that will create value and mutual benefit, in particular industries such as accommodations, aviation, travel, and other tourism related industries.

5. Tourism Human Resource Development

The Participants will cooperate in the area of capacity building through, among others, exchange of expertise and best practice to elevate management skills in the development and operation of the tourism

business, to promote specialized human resources in tourism field.

6. Meetings, Incentives, Conferences and Exhibitions (MICE), and Event Cooperation

The Participants will cooperate in the area of MICE and events that will be undertaken through the capacity building by means of exchange of human resources, experts, and information, joint studies, networking and promotion, infrastructure development, including exchange of expertise between both countries in bidding for mutually beneficial promotional events to boost tourism, as well as on the management and promotion of such events from the tourism point of view.

7. Connectivity

The Participants will encourage the establishment and expansion of direct connectivity between the two countries.

8. Investment

The Participants will cooperate in tourism related investment, through exchange of information on potential tourism investment opportunities.

9. Safety Management

The Participants will make their best efforts, within their authority, to secure the safety of tourists from the other Participant's country while they are staying in their countries.

### **PARAGRAPH 3 IMPLEMENTATION**

1. This MoC will be implemented through the development of specific arrangements, including Plan of Action between the Participants and/or appropriate institutions or organizations of the Participants detailing, among others, the objectives, proposed program and activities, financial arrangement, intellectual property, responsibilities undertaken by the Participants involved, and other necessary matters that are not covered by this MoC.

2. In carrying out such joint activities and/or programmes, the Participants will ensure that the third party will comply with the provisions of this MoC.
3. All communications related to the implementation of this MoC will be in written form and will be deemed delivered when delivered in person or received by email, certified mail, return receipt requested, addressed to the recipients subject to any change of address, written notice of which will be promptly provided.
4. The implementation of this MoC is subject to the availability of fund and personnel of each Participant.

**PARAGRAPH 4**  
**JOINT WORKING GROUP**

1. The Participants will establish a Joint Working Group to monitor and evaluate the implementation of this MoC.
2. The Joint Working Group will comprise and co-chaired by the senior officials of the Participants. If deemed necessary and mutually affirmed, each Participant may invite third party to be the member of its delegation to the meeting of the Joint Working Group.
3. If necessary, the Joint Working Group will meet on the date and place to be mutually affirmed, alternately in Indonesia and Japan or by means of virtual meeting.
4. The Joint Working Group will develop a Plan of Action that includes the procedures and programs of recommendation of cooperative activities under this MoC.

**PARAGRAPH 5**  
**INTELLECTUAL PROPERTY**

1. Any Intellectual Property (hereinafter referred to as "IP") brought in either Participant for the implementation of this MoC will remain the property of that Participant. That Participant will assure that the IP did not result from

the infringement of any third party's legitimate rights and will be liable for any claim made by a third party on the ownership and legality of the use of the IP which is brought in by the aforementioned Participant for the implementation of this MoC.

2. The Participants will take the necessary measures to respect the IP of the other Participant and in the event that specific arrangements, programs, or projects under this MoC may result in IP, the Participants will conclude separate arrangements to regulate the ownership and utilization of such property in accordance with prevailing laws and regulation of the respective Participants and the international concurrences to which they are Participant to.

## **PARAGRAPH 6**

### **CONFIDENTIALITY AND PUBLICATION**

1. Each Participant commits to observing the confidentiality of documents and information received from or supplied by the other Participant for the implementation of this MoC and will not use the information and documents exchanged between them except for the purposes for which they were intended, according to what they affirmed, and not to transfer them to any third party without a written consent of the Participant that provided them.
2. If either Participant intends to disclose the confidential documents and Information to a third party, the said Participant will obtain prior written consent from the other Participant.
3. The Participants affirm that each Participant may publish the existence and nature of activity under this MoC provided that either Participant does not indicate in writing that a specific matter should remain confidential.
4. The Participants affirm that the use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval of that Participant.
5. The Participants affirm that the provisions of this Paragraph will continue to apply in the event of discontinuation of this MoC.

**PARAGRAPH 7**  
**FINANCIAL ARRANGEMENT**

The Participants will be responsible for their respective expenses incurred from the implementation of this MoC unless decided otherwise upon mutual written consent of the Participants.

**PARAGRAPH 8**  
**CODE OF CONDUCT**

1. The Participants affirm that all personnel engaged in activities under this MoC will respect the laws and regulations of the country where the activities is being conducted (host country) and will respect political independence, sovereignty, and territorial integrity of host country, and avoid any activities inconsistent with the purposes of this MoC.
2. The Participants affirm that any violation of the provision of Sub-Paragraph 1 of this Paragraph will result in revocation of all permits of the personnel concerned by the competent authorities as well as other measures to be taken by the host country in accordance with its prevailing laws and regulations of the host country if necessary.

**PARAGRAPH 9**  
**SETTLEMENT OF DIFFERENCES**

Any differences between the Participants arising out of the interpretation and/or implementation of this MoC will be settled amicably through consultations or negotiations between the Participants.

**PARAGRAPH 10**  
**MODIFICATION**

This MoC may be modified through mutual written concurrence of the Participants. Any modification affirmed by the Participants will constitute as an integral part of this MoC and will commence on a date as determined by the Participants.

**PARAGRAPH 11**  
**STATUS UNDER THE INTERNATIONAL LAW**

1. This MoC is neither intended to create any legal rights nor any obligations under international law.
2. Provisions of this MoC will neither affect any rights nor any obligations of the Participants arising from any international treaties to which they are Participants.

**PARAGRAPH 12**  
**COMMENCEMENT, DURATION AND DISCONTINUATION**

1. This MoC will commence on the date of its signing.
2. This MoC will continue for a period of 5 (five) years. Thereafter, this MoC will be automatically renewed for similar period.
3. Either Participant may discontinue this MoC at any time by giving notification in writing to the other Participant through diplomatic channels, at least six (6) months prior to the intended date of the discontinuation.
4. The discontinuation of this MoC will not affect the completion of on-going programs of cooperation made under this MoC unless the Participants decide otherwise.

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

**DONE** in duplicate at Tokoyo on the day of 30 March in the year two thousand and twenty-six, in two (2) original copies in the Indonesian, Japanese and English languages. All texts being equally authentic. In case of any divergence on the interpretation of this MoC, the English text will prevail.

<p><b>FOR THE MINISTRY OF LAND, INFRASTRUCTURE, TRANSPORT, AND TOURISM OF JAPAN</b></p> <p><b>YASUSHI KANEKO</b> Minister</p>	<p><b>FOR THE MINISTRY OF TOURISM OF THE REPUBLIC OF INDONESIA</b></p> <p><b>WIDIYANTI PUTRI</b> Minister</p>
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