

**MEMORANDUM OF COOPERATION**

BETWEEN

**THE INDUSTRIAL AND PRODUCT SAFETY POLICY GROUP  
OF THE MINISTRY OF ECONOMY, TRADE AND INDUSTRY  
OF JAPAN**

AND

**THE DIRECTORATE GENERAL OF CHEMICAL, PHARMACEUTICAL AND  
TEXTILE INDUSTRY  
OF THE MINISTRY OF INDUSTRY  
OF REPUBLIC OF INDONESIA**

ON

**STRENGTHENING THE SMART INDUSTRIAL SAFETY  
SYSTEM IN CHEMICAL INDUSTRY IN INDONESIA**

The Industrial and Product Safety Policy Group of the Ministry of Economy, Trade and Industry of Japan and the Directorate General of Chemical, Pharmaceutical and Textile Industry of the Ministry of Industry of Republic of Indonesia, (hereinafter referred to individually as a “Participant” and collectively as “the Participants”),

**RECOGNIZING** that smart industrial safety is one of the most primary aspects of increasing safety, enhancing productivity and guaranteeing operational continuity;

**DESIRING TO** further discuss matters regarding technical regulation, particularly concerning safety, including the enhancement of technology, research and development in both countries for sustaining the quality of industrial safety to protect public safety, labors and the environment;

**ACKNOWLEDGING** the role of smart industrial safety to underpin industrial safety operation, and innovation of technologies; and

**PURSUANT TO** the prevailing laws and regulation of the respective countries,

**HAVE DECIDED** the following:

### **Paragraph 1**

#### **Objective**

The objective of this Memorandum of Cooperation (hereinafter referred to as “the Memorandum”) is to strengthen industrial safety system in chemical industry by using Internet of Things, big-data analysis, and related technologies (hereinafter referred to as “the Smart Industrial Safety”) in Indonesia in order to increase the safety and effectiveness of industrial plants in Indonesia by adopting the Smart Industrial Safety of Japan.

### **Paragraph 2**

#### **Scope of Cooperation**

The scope of cooperation under the Memorandum is limited to the introduction and adoption of the Smart Industrial Safety in industries that use condensed high-pressure gases, such as the chemical industries.

### **Paragraph 3**

#### **Cooperative Activities**

1. The Participants will carry out the following cooperative activities:

- (1) Sharing experiences, technologies, means and the like regarding policies, laws and regulations and the like in the Smart Industrial Safety in chemical industry in both Japan and Indonesia through such means as the “Japan - Indonesia Policy Dialogue on the Smart Industrial Safety in Chemical Industry” (hereinafter referred to as “the Dialogue”) and individual projects;

- (2) Conducting capacity building through personnel education, training courses, seminars, workshops and other human resources development programs related to the Smart Industrial Safety in chemical industry. These activities may include data acquisition and analysis courses;
  - (3) Dispatching experts for further particular activities in the Smart Industrial Safety in chemical industry; and
  - (4) Other cooperative activities related to the Smart Industrial Safety in chemical industry as jointly decided by the Participants in writing.
2. The activities under the Memorandum are not intended to replace other existing bilateral cooperation between the Participants.

#### **Paragraph 4**

##### **Establishment of the Dialogue**

1. The Participants will establish a Dialogue to share and discuss the implementation of cooperative activities as stated in Paragraph 3.
2. The Dialogue will be co-chaired by respective Director-level officials and will be participated by relevant stakeholders, including representatives of government organizations, private entities and academicians.
3. The Dialogue will be held annually or twice a year through offline meeting in Japan and/or in Indonesia, or online meeting.
4. Prior to the Dialogue, the Participants will consult on specific topics and other relevant matters to be addressed on the Dialogue.

#### **Paragraph 5**

##### **Work Plan**

1. Each cooperative activity will be defined in due course in written Work Plan which will consists of statement of work, commitments of respective Participants, cost, financing scheme, and other necessary matters of cooperative activities.

2. Such Work Plan, under the supervision of the Participants, will be formulated, decided, and/or modified by the Contact Points as stated in Paragraph 6 (1) (hereinafter referred to as 'the Contact Points').

## **Paragraph 6**

### **Contact Points and Correspondence**

1. The Participants will appoint the following respective Contact Points to implement the cooperative activities under the Memorandum:

**For the Industrial and Product Safety Policy Group of the Ministry of Economy, Trade and Industry of Japan**

Industrial and Product Safety Policy Group

c.q. Deputy Director-General for Industrial and Product Safety

Address:

Kasumigaseki 1-3-1 Chiyoda-ku, Tokyo, Japan

Phone/email: +81 (3) – 3501 – 8628 / hoanka-kokusai@meti.go.jp

**For the Directorate General of Chemical, Pharmaceutical and Textile Industry of the Ministry of Industry of Republic of Indonesia**

Directorate of Upstream Chemical Industry

c.q. Director of upstream chemical industry

Address:

Ditjen Industri Kimia, Farmasi dan Tekstil, Kemenperin

Jalan Jenderal Gatot Subroto kavling 52-53, Lantai 11, Jakarta, Indonesia

Phone/email: +62 (021) – 5253214 / ikhu.kemenperin@gmail.com

2. The above Contact Points will be responsible for communication through written correspondence on technical matters regarding the implementation of cooperative activities under the Memorandum.

**Paragraph 7**  
**Funding Scheme**

1. The Participants will endeavour to make the necessary funds and other resources for the implementation of the cooperative activities with regards to the Participants' respective commitments in line with the Memorandum and/or the Work Plan, taking into account the capacity of the Participants.
2. Any costs of the cooperative activities under the Memorandum and/or the Work Plan will be borne in manner to be mutually decided by the Contact Points.

**Paragraph 8**  
**Confidentiality**

1. The Participants will observe the confidentiality and secrecy of documents, information and other data received or supplied to each other during the implementation period of the Memorandum or any other decisions made pursuant to the Memorandum.
2. If one of the Participants wishes to disclose confidential data and/or information resulted from the cooperative activities under the Memorandum to any third party, the disclosing Participant will obtain prior consent from the other Participant before any disclosure can be made.
3. The Participants confirm that this Paragraph will continue to be applied between the Participants notwithstanding the termination of the Memorandum.
4. The commitment of this Paragraph will not prejudice the prevailing laws and regulations of the respective countries.

**Paragraph 9**  
**Monitoring and Evaluation**

The Participants will jointly monitor and evaluate the on-going and the completed projects and activities implemented under the Memorandum to measure the relevance, effectiveness, efficiency, and sustainability on annual basis.

**Paragraph 10**  
**Modification**

The Memorandum may be modified at any time by mutual written consent of the Participants through diplomatic channel. Such modification will come into operation on the date as may be determined by the Participants and will form as an integral part of the Memorandum.

**Paragraph 11**  
**Settlement of Differences**

Any differences arising out of the Memorandum will be resolved amicably and in good faith through discussions and friendly negotiations between the Participants without referral to any third parties for settlement.

**Paragraph 12**  
**Status of the Memorandum**

The Memorandum serves only as the record of intention of the Participants and does not create any legally binding rights or obligations upon the Participants or any third parties under the domestic or international law.

**Paragraph 13**  
**Commencement, Duration and Termination**

1. The Memorandum will commence on the date of its signing.
2. The Memorandum will remain in operation for a period of 3 (three) years and may be extended upon the mutual consent of the Participants in writing.
3. One of the Participants may terminate the Memorandum for a shorter period, by notifying to the other Participant of such intention in writing at least 6 (six) months in advance.

4. In the event of termination, the Memorandum will remain applicable to the on-going cooperative activities conducted in line with the Memorandum until the completion of such activities, unless the Participants decide otherwise.

**IN WITNESS WHEREOF** the undersigned have signed the Memorandum.

**SIGNED** in two originals in Tokyo on Japanese side and in Jakarta on Indonesian side, on 25 January, 2022 in the Japanese, Indonesian and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text will prevail.

For the  
**INDUSTRIAL AND PRODUCT  
SAFETY POLICY GROUP**

For the  
**DIRECTORATE GENERAL  
OF CHEMICAL, PHARMACEUTICAL  
AND TEXTILE INDUSTRY**

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Mr.OTA Takehiko  
Director-General for  
Technology Policy Coordination  
and Industrial and Product Safety

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Mr.Muhammad Khayam  
Director-General