



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY GOVERNMENT OF AMBON,
MOLUCCAS PROVINCE OF THE REPUBLIC INDONESIA
AND
THE CITY GOVERNMENT OF VLISSINGEN,
ZEELAND PROVINCE – NETHERLAND
CONCERNING
GREEN SISTER CITY COOPERATION**

The City Government of Ambon, Moluccas Province of the Republic Indonesia and The City Government of Vlissingen, Zeeland Province – Netherland, here in after referred to singularly as the “Party” and collectively as “the Parties”. -----

Desiring to promote friendship and mutual understanding as well as beneficial between the people and the governmental institutions of the Parties -----

Recognizing the importance of the principles of equality and mutual benefits -----

Pursuant to the prevailing laws and regulations of the respective countries -----

Have reached an understanding as follows : -----

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Article 1

Objective

The objective of this Memorandum of Understanding (MoU) is to establish Green Sister City Cooperation in order to promote and expand effective and mutually beneficial cooperation in the development of the two cities.

Article 2

Scope of Cooperation

The parties shall undertake to implement this MoU in accordance with the laws and regulation of their respective countries in the environmental fields as follows:

- a. Trade, Industry and Investment;
- b. Fishery;
- c. Tourism;
- d. Health;
- e. Education
- f. Enviroment; and
- g. Other fields of cooperation as mutually agreed upon by the Parties in writing.

Article 3

Technical Arrangements

1. To facilitate the implementation of this MoU, the Parties may conclude arrangements within the terms of this MoU, which shall cover the fields as provided in Article 2.
2. Such arrangements shall be in conformity with this MoU, and shall describe program or project schedule, personnel involved, financial arrangements, responsibilities undertaken by thy Parties and other necessary details.

Article 4
Financial Arrangements

1. The implementation of the activities under this MoU is subject to the availability of funds and personnel of the Parties;
2. Unless otherwise agreed by the Parties, each Party shall bear its own cost to implement this MoU.
3. Each visiting party will bear their own transportation costs when making a visit to the other party but daily living costs will be borne by the host party.

Article 5
Joint Working Group

1. The Parties may establish a Joint Working Group to plan, prepare and recommend programs as well as monitor and evaluate the progress of cooperation under this MoU;
2. The members of the Joint Working Group shall consist of representatives of the respective governments. The Joint Working Group may invite the private sector to take part in its deliberation, if necessary and subject to mutual consent of the Parties;
3. The Joint Working Group shall meet twice in a period of five years or otherwise as agreed, alternately in Ambon or in Vlissingen. If this meeting could not be held in certain circumstances, documents shall be exchanged in lieu of such a meeting.

Article 6
Intellectual Property Rights

1. Each Party shall protect intellectual property rights of other Party in accordance with the relevant domestic laws and regulations in force in their respective country;

2. In case of specific arrangements, program or project result in the intellectual property, such property shall be jointly owned, and the Parties shall conclude separate arrangement to govern such property in accordance with the laws and regulations of the respective countries;
3. If either Party wishes to disclose confidential data and or information furnished by the other party or created by the Parties in the implementation of this MuO, the disclosing Party shall obtained written consent from the other Party prior to the disclosure of such data and or information.

Article 7

Limitation of Personnel Activities

The Parties shall ensure that their personnel engaged in activities under this MoU shall respect and comply with the laws and regulations of the host party's country, shall have the obligation not to interfere the domestic affairs of the country of the host party and shall refrain from conducting activities inconsistent with the objective of this MoU.

Article 8

Suspension

Each Party reserves the right, for reasons of national security, national interest, public order or public health, to suspend temporarily, either in whole or in a part, the implementation of this MoU. The suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

Article 9
Settlement of Disputes

Any differences arising out of the interpretation or implementation of this MoU shall be settled amicably through consultation and/or negotiation between the Parties.

Article 10
Amendment

1. This Memorandum of Understanding may be revised or amended at any time in writing by mutual consent of the Parties. Such revision or amendments shall come into effect on such date as may be determined by the Parties and shall form an integral part of this MoU;
2. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this MoU before or up to the date of such revision, modification or amendment.

Article 11
Entry Into Force, Duration, and termination

1. This MoU shall come into force on the date of its signing;
2. This MoU shall be in force for a period of 5 (five) years and may be extended by mutual consent of the Parties through diplomatic channels;
3. This MoU may be terminated by either party by giving 6 (six) months prior notice to the other Party. Should this MoU be terminated, the arrangement or on going program and activities made under this MoU in effect until their completion unless agreed otherwise by the parties.

In witness where of. The undersigned, being duly authorized there to by their respective Governments, has signed this MoU.

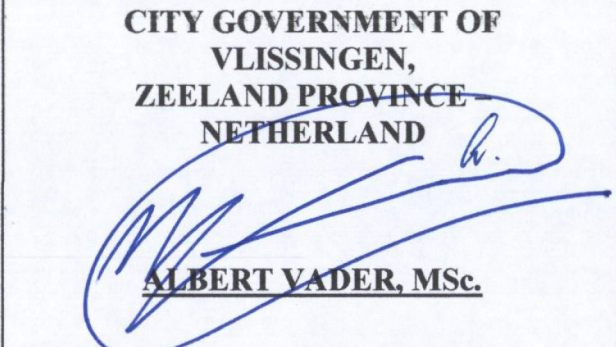
Done in duplicate in Ambon on Nineteenth of November Two Thousand and Fifteen in Indonesia and English languages, all texts being equally authentic. In case of any divergences of interpretation of this MoU, the English texts shall prevail.

**CITY GOVERNMENT OF AMBON,
MOLUCCAS PROVINCE OF
REPUBLIC INDONESIA**



RICHARD LOUHENAPESY, SH.

**CITY GOVERNMENT OF
VLISSINGEN,
ZEELAND PROVINCE
NETHERLAND**



ALBERT VADER, MSc.

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