

## **MoU**

**Badan POM RI dengan  
Ministry of Commerce,  
Industry and Environment  
(MCIE) Rep of Timor-Leste**



**REPUBLIK INDONESIA**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NATIONAL AGENCY OF DRUG AND FOOD CONTROL  
OF THE REPUBLIC OF INDONESIA  
AND  
MINISTRY OF COMMERCE, INDUSTRY AND ENVIRONMENT  
OF THE DEMOCRATIC REPUBLIC OF TIMOR-LESTE  
CONCERNING  
TECHNICAL COOPERATION IN THE FIELD OF FOOD SAFETY AND  
QUALITY CONTROL**

The National Agency of Drug and Food Control ("NADFC") of the Republic of Indonesia and the Ministry of Commerce, Industry and Environment (MCIE) of the Democratic Republic of Timor-Leste, hereinafter referred to as "the Parties".

Considering the Parties interests to develop and enhance mutually beneficial cooperation in the field of Food Safety and Quality Control.

Pursuant to the prevailing laws and regulations in respective country, as well as procedures and policies of the Government of the Republic of Indonesia and the Government of the Democratic Republic of Timor-Leste concerning Technical Cooperation in the field of Food Safety and Quality Control.

Have reached the following understandings:

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**ARTICLE 1**  
**OBJECTIVE**

The objective of this Memorandum of Understanding is to establish a framework of cooperation between the Parties in order to facilitate and develop cooperation in the field of Food Safety and Quality Control, based on equality and mutual benefit of the Parties.

**ARTICLE 2**  
**SCOPE**

In the framework of cooperation in the field of Food Safety and Quality Control, the Parties shall seek to encourage, facilitate and develop cooperation in the following terms:

- (1) To exchange information on laws and regulations relating to Food Safety and Quality Control prevailing in respective country.
- (2) To mutually provide information relating to the control of safety and quality issues of imported food products in the context of surveillance activities.
- (3) To give technical assistance by the National Agency of Drug and Food Control of the Republic of Indonesia to the Ministry of Commerce, Industry and Environment of the Democratic Republic of Timor-Leste.

**ARTICLE 3**  
**JOINT WORKING GROUP**

- (1) The Parties may establish a Joint Working Group to facilitate the implementation of this Memorandum of Understanding.
- (2) The Parties shall appoint their respective contact person for the purpose of communication in this cooperation and also functioned as the co-chairs of the Joint Working Group.
- (3) The Joint Working Group is co-chaired by representatives of the Parties which include other relevant agencies, and shall meet at least once a year, either in Indonesia or Timor-Leste.

- (4) The Joint Working Group shall formulate, approve technical arrangements, and review the implementation of this Memorandum of Understanding on a regular basis and send the report to the Parties.

**ARTICLE 4**  
**FUNDING ARRANGEMENTS**

- (1) The activities under this in this Memorandum of Understanding shall be implemented subject to the availability of funds and personnel of the Parties.
- (2) When it deemed necessary and by mutual agreement, the Parties may collect funds from the Third Party to support the activities under this Memorandum of Understanding.

**ARTICLE 5**  
**CONFIDENTIALITY OF DATA AND INFORMATION**

- (1) The Parties shall observe the confidentiality of all data and technical information required in the implementation of this Memorandum of Understanding and shall use the data and information only for the purposes stipulated in the Memorandum of Understanding.
- (2) If either Party would disclose and disseminate the confidential data and confidential information resulted from this cooperation to the Third Party, the disclosing and disseminating party shall obtain prior written consent of the other party.

**ARTICLE 6**  
**LIMITATION OF PERSONNEL ACTIVITY.**

Each personnel involved in the activities under this Memorandum of Understanding shall respect political freedom, sovereignty and territorial integrity of the host country and shall avoid activities which are not in line with the purposes and objectives of this Memorandum of Understanding.

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**ARTICLE 7**  
**SETTLEMENT OF DIFFERENCES**

Any differences arise in the interpretation and/or implementation of this Memorandum of Understanding shall be settled amicably through consultation or negotiation between the Parties.

**ARTICLE 8**  
**AMENDMENT**

This Memorandum of Understanding may be amended or revised at any time by written agreement of the Parties. Any amendment or revision shall enter into force on the date agreed upon by the Parties and shall become an integral part of this Memorandum of Understanding.

**ARTICLE 9**  
**ENTRY INTO FORCE, DURATION AND TERMINATION**

- (1) This Memorandum of Understanding shall enter into force from the date of signing.
- (2) This Memorandum of Understanding is valid for a period of 3 (three) years and may be extended for one period of 3 (three) years by mutual written consent of the Parties through diplomatic channels, unless one of the Parties notify the other Party in writing to intention to terminate this Memorandum of Understanding at least 6 (six) months prior to the intended date of its termination.
- (3) The termination of this Memorandum of Understanding shall not affect the validity and duration of arrangements, programs, activities or projects that have been made within the framework of this Memorandum of Understanding, until the completion of all activities, unless the Parties decide other wise.

In witness whereof, the undersigned, being duly authorized there to, have signed this Memorandum of Understanding.

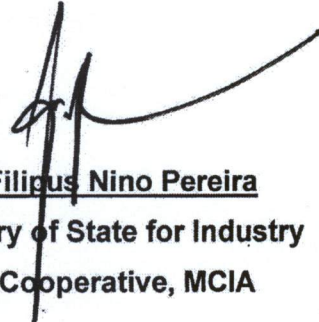
Signed in duplicate, in Jakarta on the date of 21 November 2014, in Indonesian, English, and Portuguese languages, all text being equally authentic. In case of any divergence of interpretation of this Memorandum of Understanding, the English text shall prevail.

**For The National Agency of Drug  
and  
Food Control of the Republic of  
Indonesia**



**Dr. Roy A. Sparringa, M.App.Sc  
Chairman of the NADFC**

**For The Ministry of Commerce,  
Industry and Ambient of the  
Democratic Republic of Timor-  
Leste**



**Dr. Filigus Nino Pereira  
Secretary of State for Industry  
and Cooperative, MClA**