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立法院議案關係文書

（中華民國41年9月起編號）
中華民國107年12月5日印發

院總第 1374 號　政府提案第 10061 號之 443

案由：經濟部函送我與印尼簽署全面性經濟合作瞭解備忘錄，請查照案。

經濟部函

受文者：立法院

發文日期：中華民國 107 年 11 月 22 日

發文字號：經國字第 10703014240 號

速別：最速件

密等及解密條件或保密期限：

附件：如文,JCS210703014240

主旨：有關我與印尼簽署全面性經濟合作瞭解備忘錄一案，謹請鑒察。

說明：

一、奉行政院本（107）年 10 月 31 日院臺經字第 1070128128 號函辦理。

二、本案業於本年 11 月 19 日在本部完成簽署，並立即生效，檢陳簽署後之「駐印尼臺北經濟貿易代表處與駐臺北印尼經濟貿易代表處全面性經濟合作瞭解備忘錄」影本如附件，謹請鑒察。

正本：立法院

副本：外交部

Memorandum of Understanding between
The Taipei Economic and Trade Office, Jakarta, Indonesia and
The Indonesian Economic and Trade Office to Taipei
on
Comprehensive Economic Cooperation

The Taipei Economic and Trade Office, Jakarta, Indonesia (TETO) and the Indonesian Economic and Trade Office to Taipei (IETO), hereinafter referred to as the "Parties,"

With a view to the establishment of a bilateral economic partnership for comprehensive economic cooperation between the authorities the Parties represent;

Recognizing the essential goal of the Parties to promote economic growth, create jobs, facilitate trade, improve industrial technology and enhance regional development; and

Considering that it would be in their common interest to establish a mechanism between the Parties for the encouragement of the comprehensive economic cooperation as well as for the discussion of any other issues of bilateral concerns;

Have agreed as follows:

Article 1: Scope of Economic Cooperation

The Parties shall conduct comprehensive economic cooperation projects for this Memorandom of Understanding (hereinafter referred to as this "MOU") in areas of infrastructure and special economic zones development, economic and trade cooperation, industrial development, investment promotion, and protection, regional agricultural and agro-food production, and other areas the Parties mutually agree to.

Article 2: Economic Cooperation Mechanism

1. The Parties shall establish a Council with a view to accomplishing the objectives of this MOU.
2. The function of this Council is to facilitate the implementation and operation of this MOU and to address specific issues of the concerns of either Party.
3. The Council shall be composed of representatives from the Parties and their advisors and shall be co-chaired by representatives from the Parties.
4. The Council shall meet at least annually and at such times as agreed to by the Parties.

5. The Council shall establish a Steering Committee to produce economic cooperation projects under this MOU, and to supervise the work in the following areas:

   (1) infrastructure and special economic zone(s) development;
   (2) economic and trade cooperation;
   (3) industrial development;
   (4) investment promotion and protection;
   (5) regional agricultural and agro-food production; and
   (6) economic-related scholarships for government officials from relevant authorities.

6. The Steering Committee shall be composed of representatives from the Parties and their advisors and shall be co-chaired by appointed representatives.

7. The Steering Committee may establish, when appropriate, working groups for matters regarding economic cooperation projects. Those working groups shall be co-chaired by the designated senior officials of the Parties, and meet at least every six (6) months after the entry into force of this MOU, and report their work progress to the Steering Committee.

8. Each Party shall establish its own Secretariat to coordinate and implement the cooperation projects undertaken pursuant to this MOU and report to the Council their progress.

9. The Parties shall seek the advice of their private sectors on matters related to the work of the Council. Representatives of the private sectors may be invited to participate in the meetings of the Council, the Steering Committee and/or its subordinating working groups.

Article 3: Confidentiality

Each Party agrees to keep in confidentiality any information disclosed in relation to this MOU unless otherwise agreed to by the other Party.

Article 4: Relations of this MOU with Other MOUs

Except as otherwise provided in the MOU, this MOU or any action taken under it shall not affect or nullify the rights and obligations of any Party under other MOUs to which it is a Party.

Article 5: Annexes and Addendums

Any annex or implementating arrangement concluded under the framework of this MOU shall form as integral part of this MOU.

Article 6: Amendments and Termination

1. The provisions of this MOU may be amended by mutual agreement in writing.
2. This MOU shall remain in force unless terminated with mutual consent by the Parties, or by either Party with six-month prior written notice to the other Party.

Article 7: Entry into Force

1. This MOU shall enter into force upon signature.
2. The Parties undertake to complete their respective internal procedures for the entry into force of this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this MOU.

Done in duplicate in Taipei, on November 19, 2018, in the English language.

For the Taipei Economic and Trade Office, Jakarta, Indonesia	For the Indonesian Economic and Trade Office to Taipei
Mr. John C. Chen	Mr. Didi Sumedi
REPRESENTATIVE	REPRESENTATIVE