

Memorandum of Understanding

between

**the Federal Department of Economic
Affairs, Education and Research of the
Swiss Confederation**

and

**the Ministry of Manpower of the Republic
of Indonesia**

**Regarding Cooperation on Labour and
Employment Issues**

The Federal Department of Economic Affairs, Education and Research of the Swiss Confederation and the Ministry of Manpower of the Republic of Indonesia, hereinafter referred to individually as a "Signatory" and collectively as the "Signatories";

Desiring to consolidate and strengthen friendly relations that exist between Switzerland and Indonesia and to promote the expansion of the political, economic and social ties between the two countries based on the principles of equality, mutual benefit and full respect of sovereignty;

Recognizing that sound labour policies and practices are a crucial element of sustainable development and essential for economic prosperity and that bilateral cooperation on labour and employment issues between the two countries actively contributes to this goal;

Mindful of the objectives and principles of the International Labour Organization (hereinafter referred to as the "ILO") including the commitments of Switzerland and of Indonesia under the 1998 Declaration on Fundamental Principles and Rights at Work and its follow-up, as well as the 2008 ILO Declaration on Social Justice for a Fair Globalization;

With a view to a bilateral implementation of the Articles related to labour and employment within the Comprehensive Economic Partnership Agreement signed between Indonesia and the European Free Trade Association;

Determined to enhance decent work, improve working conditions, to promote more and better jobs and to enhance productivity and living standards in Switzerland and in Indonesia;

Taking into account the prevailing laws and regulations of their respective countries;

Have reached the following understanding:

Paragraph 1

Purpose

The purpose of this Memorandum of Understanding (hereinafter referred to as MoU) is to provide a basis for the Signatories to undertake cooperative activities on labour and employment issues of mutual interest at the national and international level in order to deepen the understanding of each other's systems, promote decent work, and contribute to the advancement of their economies.

Paragraph 2

Areas of Cooperation

1. The Signatories will cooperate in the following fields:
 - a) Labour market policies;
 - b) Labour laws, including international labour and employment standards;
 - c) Labour relations, including social dialogue.

2. The Signatories will jointly identify and decide on the specific subjects and contents of mutually beneficial cooperative activities under this MoU.

Paragraph 3

Methods and Means

1. Cooperative activities may, inter alia, be implemented through:
 - a) Dialogue, exchange of information and best practices;
 - b) Meetings and workshops;
 - c) Cooperation projects and capacity building;
 - d) Joint studies;
 - e) Joint initiatives in multilateral organizations in which the Signatories participate; and
 - f) Other forms of cooperation to be agreed upon by the Signatories.
2. Cooperative activities conducted under this MoU are subject to national priorities, available resources, laws and regulations of their respective countries.
3. The Signatories may utilize existing fora, such as the International Labour Conference, to provide a useful setting for the implementation of this MoU.
4. Each Signatory may invite other government agencies and/or relevant stakeholders, including employers' and workers' organizations, to provide input for consideration in identifying potential fields of cooperation.

Paragraph 4

Implementation

1. The implementation of this MoU shall be carried out in appropriate arrangements to be agreed by the Signatories. Such arrangements shall specify inter alia programs or projects, funding, terms and conditions of the cooperative activities, personnel involved and other necessary related matters.
2. In case cooperative activities conducted under this MoU may result in intellectual property rights, the Signatories and/or its related institutions shall conclude specific arrangements regarding the ownership and utilization of such rights.

3. The Signatories agree to observe the confidentiality of documents and data marked as “confidential”, which is obtained from or supplied by the other Signatory for the implementation of this MoU. If a Signatory wishes to disclose confidential data or information acquired from the implementation of this MoU to third parties, it shall obtain written approval from the other Signatory before the disclosure can be made, unless such disclosure is required by law. Termination of this MoU shall not affect the validity of this provision, unless the Signatories decided otherwise.
4. Any publications related to the activities conducted under this MoU shall observe the provisions of clauses 2 and 3 of this Paragraph and shall acknowledge the contribution of the Signatories.
5. The Signatories shall assure that its personnel involved in activities related to this MoU shall respect laws and regulations, political independence, sovereignty and territorial integrity of the host country, shall have a duty not to interfere in the internal affairs of the host country and shall avoid any activities inconsistent with the purpose of this MoU.

Paragraph 5

Institutional Settings

1. Each Signatory designates a contact point for the purpose of implementing this MoU and ensuring the communication between the Signatories. The details of the contact point and any change of such contact point will be communicated in writing.
2. The Signatories intend to meet each year or at the request of either Signatory to discuss the implementation of this MoU and jointly decide on possible further cooperative activities. The Signatories may invite participants from other government agencies and/or relevant stakeholders to the agreed upon meetings, if deemed necessary.
3. Each Signatory may, if it deems necessary, discuss with other government agencies and/or other relevant stakeholders, including employers’ and workers’ organizations, on matters related to the implementation of this MoU by whatever means that Signatory considers appropriate.

Paragraph 6

Final Provisions

1. This MoU comes into effect on its signature.
2. This MoU is not intended to create any legally binding obligations on the Signatories.

3. This MoU shall remain in effect for a period of 5 (five) years and may be renewed for the same period subject to mutual written consent of the Signatories through diplomatic channel.
4. Any difference between the Signatories concerning the interpretation and implementation of this MoU shall be settled amicably through consultations between the Signatories, without any reference to a third party.
5. This MoU may be amended by agreement between the Signatories. Such amendments shall come into effect on a date to be mutually determined by the Signatories and shall form an integral part of this MoU.
6. Either Signatory may terminate this MoU at any time by giving written notification to the other Signatory 6 (six) months prior to the intended date of termination. Termination of this MoU shall not affect the completion of any ongoing program or project, unless the Signatories decide otherwise.

In witness whereof, the undersigned, being duly authorized thereto, have signed this MoU.

Signed in duplicate in Geneva, on 18 June 2019, in English and Indonesian, both texts being equally valid. In case of any divergence on the interpretation of this MoU, the English text prevails.

For the Federal Department of Economic
Affairs, Education and Research of the Swiss
Confederation



Guy Parmelin
Federal Councillor

For the Ministry of Manpower of the
Republic of Indonesia



M. Hanif Dhakiri
Minister