MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY GOVERNMENT OF SURABAYA
EAST JAVA PROVINCE OF THE REPUBLIC OF INDONESIA
AND
THE CITY GOVERNMENT OF KITAKYUSHU
FUKUOKA PREFECTURE OF JAPAN
CONCERNING
GREEN SISTER CITY COOPERATION

The City Government of Surabaya, East Java Province of the Republic of Indonesia and The City Government of Kitakyushu, Fukuoka Prefecture of Japan, (hereinafter 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,

Taking into account the Joint Declaration of the Kitakyushu Conference on Environmental Cooperation among Cities in the Asian Region on October 15th, 1997;

Recalling the Joint Statement on Strategic Environmental Partnership between City of Surabaya of the Republic of Indonesia and City of Kitakyushu of Japan signed in Kitakyushu on March 15th, 2011;
Pursuant to the prevailing laws and regulations of the respective countries, have reached an understanding as follows:

**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. Low Carbon Society;
b. Resource recycling;
c. Capacity Building for the officials of each city;
d. 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 the Parties and other necessary details;
3. The Parties may invite the third party to take part in implementation of the field as stated in article 2 as well as arrangement of the involvement of the third party in each program to create the mutually beneficial cooperation in both cities.

Article 4
Financial Arrangements

1. The implementation of the activities under this MoU is subject to the availability of fund and personnel of the Parties;

2. Unless otherwise agreed by the Parties, each Party shall bear its cost to implement this MoU.

Article 5
Joint Working Group

1. The Parties may establish a Joint Working Group to plan, prepare and recommend program 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 annually or otherwise as agreed, alternately in Surabaya or in Kitakyushu. If the annual meeting could not be held in certain circumstances, documents shall be exchanged in lieu of such 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 countries;

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 MoU, 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 as an integral part of this MoU.

2. Any revision, modification or amendment shall nor 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 3 (three) 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 ongoing program and activities made under this MoU in effect until their completion unless agreed otherwise by the parties.
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, has signed this MoU.

DONE in duplicate in Surabaya on November 12th in the year two thousand and twelve in Indonesian, Japanese, and English languages, all texts being equally authentic. In case of any divergences of interpretation of this MoU, the English texts shall prevail.

FOR THE CITY GOVERNMENT OF SURABAYA,
EAST JAVA PROVINCE OF
THE REPUBLIC OF INDONESIA

TRI NISMAHARINI
MAYOR

FOR THE CITY GOVERNMENT OF KITAKYUSHU,
FUKUOKA PREFECTURE OF JAPAN

KENJI KITAHASHI
MAYOR
JOINT STATEMENT MEETING ON STRATEGIC ENVIRONMENTAL PARTNERSHIP
BETWEEN
CITY OF SURABAYA, THE REPUBLIC OF INDONESIA
AND
CITY OF KITAKYUSHU, JAPAN

Kitakyushu, Japan, 15 March 2011

Recognizing that local as well as global environmental problems have intensified since the start of the 21st century and have reached the point where they must be confronted not only individually at the local level, but also jointly in cooperation with one another, on 15 March 2011 the Mayor of Surabaya and the Mayor of Kitakyushu met in the City of Kitakyushu, Japan to hold bilateral talks and exchange views related to the intention to build upon the environmental cooperation between the two cities.

Both cities share the intention to build a strategic environmental partnership directed at further sustainable development for both cities under the following points:

1. Developing a joint model project in Surabaya with the following themes:
   a. Pollution control measures,
   b. Creation of a resource-recycling and low-carbon society which is instrumental to the development of a green economy.

The above will be conducted through the development of human resources, dispatch of experts, and organization of seminars deemed necessary to implement the model project.

2. Intensifying the participation of the private sector, such as industrial sector and academic circles in both cities, and

3. Expecting the involvement of both national governments and international agencies to support the model project.

Specific details and matters not mentioned above will be further discussed by both cities.

Signed in Kitakyushu, Japan on the fifteenth of March, year two thousand and eleven.

KENJI KITAHASHI
Mayor
City of Kitakyushu,
Japan

TRI RISMAHARINI
Mayor
City of Surabaya,
The Republic of Indonesia