

## MEMORANDUM OF UNDERSTANDING

BETWEEN

**PT TAMAN WISATA CANDI BOROBUDUR, PRAMBANAN &  
RATU BOKO (Persero)**

WITH

**DIREÇÃO-GERAL DO PATRIMÓNIO CULTURAL/MOSTEIRO DE SANTA MARIA DA  
VITÓRIA DA BATALHA**

ON

**THE COOPERATION OF TWIN WORLD HERITAGE PROGRAM BETWEEN  
BOROBUDUR AND THE MONASTERY OF BATALHA**

- I. **PT TAMAN WISATA BOROBUDUR TEMPLE, PRAMBANAN & RATU BOKO (PERSERO)**, a State-Owned Enterprise established under the Law of the Republic of Indonesia, is located at Jalan Raya Jogja-Solo Km.16 Prambanan, Yogyakarta 55571, in legal acts represented by **EDY SETIJONO**, in the position of President Director, based on the Decree of the Minister of State owned enterprises as the Company's Shareholders of PT Taman Wisata Candi Borobudur, Prambanan and Ratu Boko (Persero) hereinafter referred to as **FIRST PARTY**
- II. **THE DIREÇÃO-GERAL DO PATRIMÓNIO CULTURAL/MONASTERY OF BATALHA**, central service of the direct administration of the State, hereafter referred to as DGPC, headquartered at Ajuda National Palace, 1349-021 Lisbon, NIPC 600 084 914, governed by the provisions of Decree 115/2012, of May 25th, here represented by the Director-General, **Architect PAULA ARAÚJO DA SILVA**, hereafter referred to as **SECOND PARTY**

**WHEREAS FIRST PARTY and SECOND PARTY** collectively referred to as **THE PARTIES**, whilst singularly referred to as **THE PARTY**

**DESIRING** to strengthen the friendship and cooperation between the Republic of Indonesia and Portugal

**RECOGNIZING** that both Borobudur Temple Compound and Monastery of Batalha are inscribed on the World Heritage List of UNESCO;

**PURSUANT TO** the prevailing laws and regulations of both countries;

**HAVE AGREED** as follows:



## ARTICLE 1 AIMS OF COOPERATION

The main aim of the Memorandum of Understanding (hereinafter to be referred as “MoU”) is to promote:

- a) Partnership of sharing knowledge and good practices;
- b) Exchange of cultural programs;
- c) Training and creation of new opportunities for tourism and cultural promotion.

## ARTICLE 2 AREAS OF COOPERATION

The Parties of the MoU shall undertake to establish the best collaborative efforts in the areas of:

- a) Cultural exchange;
- b) Tourism-cultural promotion;
- c) Human resources development;
- d) Product development;
- e) Common communication strategies; and
- f) Information exchange.

## ARTICLE 3 IMPLEMENTATION

1. The Parties shall meet regularly to facilitate the implementation of this MoU as well as to formulate a plan of procedures, recommendations, cooperation and work programs.
2. The activities described in the cooperation shall be undertaken through specific programs approved by the Parties. The program arrangement shall determine objectives, financing provisions and other details related to specific actions of cooperation.
3. Consultations shall be undertaken by the Parties at a mutually agreed time for the purpose of supervising the implementation and coordination.

## ARTICLE 4 LIAISON

For the purpose of monitoring and implementation programs arising from this MoU:

1. **The First Party** shall appoint the Director for Marketing, TWC
2. **The Second Party** shall appoint the Director of the Monastery of Batalha



## ARTICLE 5 INTELLECTUAL PROPERTY RIGHTS

1. The Intellectual Property used and furnished by each party in the implementation of this MOU shall be protected in accordance with the respective laws and regulations of each Party's country, and consistent with the obligations under international agreements on Intellectual Property of the Republic of Indonesia and/or Portugal
2. In the event that the cooperation under this MOU may result in a new intellectual property, the Parties shall conclude separate agreement(s) in accordance with their respective regulations for protection of such property rights.

## ARTICLE 6 SETTLEMENT OF DISPUTE

Any dispute and/or differences arising from the interpretations or implementations of this MOU shall be settled amicably through consultations or negotiations between the Parties, without reference to any third parties or international tribunal.

## ARTICLE 7 AMENDMENT

This MoU may be amended at any time, in writing, by mutual consent of **THE PARTIES**. Such Amendment shall come into force on the date of signing and will form an integral part of this MoU.

## ARTICLE 8 ENTRY INTO FORCE, DURATION, AND TERMINATION

1. This MOU shall enter into force on the date of its signing.
2. This MOU shall be valid for a period of 5 (five) years and may be renewable for a period of 2 (two) years unless either of the Contracting Parties terminates by giving written notice through diplomatic channels, at least 6 (six) months prior to the date of such termination.
3. The termination of this MOU shall not affect the validity and duration of on-going programs and projects made under this MOU until the completion of such programs and projects unless the Parties decide otherwise.



Done in duplicate at Batalha on 30 September 2019, in Bahasa, Portuguese, and English languages, all text being equally authentic, in case of any divergence of interpretation, the English text shall prevail.

For and on behalf of The Direção-Geral  
do Património Cultural/Monastery of  
Batalha

For and on behalf of PT. Taman Wisata  
Candi Borobudur, Prambanan & Ratu  
Boko (Persero)

  
**PAULA ARAÚJO DA SILVA**  
Director General

  
**EDY SETIJONO**  
President Director