

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA  
CONCERNING COOPERATION ON ENERGY**

The Government of the United States of America and the Government of the Republic of Indonesia, hereinafter referred to as the "Participants,"

**CONSIDERING** their mutual interest in developing energy cooperation between the United States of America and the Republic of Indonesia;

**GUIDED** by their mutual desire to promote sustainable development and use of natural resources, encourage investment and economic development in their countries' respective energy sectors and in their regional and global energy markets, and to safeguard their citizens and environment;

**DESIRING** to strengthen the friendly relations between them in the fields of energy development and conservation, based on the principles of equality and mutual benefit;

**ACKNOWLEDGING** the importance of energy to the sustainable economic growth and development of both countries; and

**REFFERING** to the Plan of Action to Implement the Indonesia-U.S. Comprehensive Partnership;

**TAKING INTO ACCOUNT** the Indonesia-U.S. Energy Policy Dialogue and the Energy Investment Roundtable; and

**HAVE REACHED** the following understanding:

## **SECTION 1**

### **Purpose**

The objective of this Memorandum of Understanding (MOU) is to establish a framework for cooperation on energy development and conservation between the Participants.

## **SECTION 2**

### **Areas of Cooperation**

Cooperative activities performed under this MOU may include, but are not limited to, the following areas:

1. Research on carbon capture and storage (CCS), including carbon dioxide utilization and transport, as well as risk assessment;
2. Research on strategic petroleum reserves (SPR), including promotion of best practices for their development;
3. Development and deployment of renewable energy, especially for remote on-grid and off-grid locations, and integration of renewable electricity sources with the grid;
4. Energy efficiency initiatives, such as industrial applications, efficient appliances, and smart grid technology;
5. Establishment of a center of excellence on renewable energy; and
6. Other areas as mutually agreed in writing by the Participants.

## **SECTION 3**

### **Forms of Cooperation**

1. The planned cooperative activities may address issues of technology, and share experiences in making policies and regulations, taking a cross-cutting approach.
2. Cooperative activities may include the planning for transfer of technology, sharing knowledge and exchanging information; developing capacity-building training, education and services; planning for the implementation of projects; exchange of scientists and technical experts for participation in cooperative activities as described above, and other activities as mutually determined.
3. Activities under this MOU are intended to complement the Plan of Action to implement the Indonesia-U.S. Comprehensive Partnership between the United States of America and the Republic of Indonesia and support the goals of the U.S.-Indonesia Energy Policy Dialogue, in order to make effective use of resources and capabilities of both governments.

## **SECTION 4**

### **Implementation of Cooperative Activities**

For each cooperative activity that may involve the sharing of costs, the detailed plans relating to the scope, methods, and financial obligations of the Participants of such cooperative activity are to be set forth in a separate Action Plan to be concluded between the Participants. The conduct of collaborative research and development or the implementation of projects that may lead to the creation of intellectual property or exchange of business-confidential information are to be undertaken under an appropriate written arrangement therefore.

## **SECTION 5**

### **Coordinating Agencies**

The official agencies responsible for coordinating and monitoring the cooperation identified under this MOU;

1. For the Government of the United States of America: the Department of Energy.
2. For the Government of the Republic of Indonesia: the Ministry of Energy and Mineral Resources.

The Participants intend that each official agency should designate a contact point responsible for the development and implementation of cooperation identified under this MOU.

## **SECTION 6**

### **General Provisions**

1. The Participants or their coordinating agencies identified in Section 5 may invite other organizations such as government agencies, universities, laboratories, science and research centers, state-owned entities and private sector firms in their respective countries, as well as international organizations ("Invited Organizations"), by contract or otherwise to participate in the cooperative activities conducted pursuant to this MOU on such terms as the Participants may jointly determine. To the maximum extent possible, the Participants may seek

the participation of entities and enterprises in their respective countries that are mutually deemed by the Participants to be necessary to the implementation of activities under this MOU.

2. This MOU does not grant any exclusive rights to the Participants of the cooperative activities under this MOU.
3. The Participants do not anticipate the generation of intellectual property arising from activities under this MOU between themselves or with an Invited Organization. If either of the Participants and/or an Invited Organization decide that a particular activity may lead to the creation of intellectual property, they should engage in appropriate consultations and make appropriate written arrangements for the protection and allocation of such intellectual property.
4. Transfer of Information:
  - a. All information developed and/or transferred by a Participant or Invited Organization to the other Participant or another Invited Organization under this MOU should be accurate to the best knowledge and belief of the transferring Participant or Invited Organization.
  - b. The transferring Participant or Invited Organization is not expected to warrant the accuracy or appropriateness of the information transmitted for any particular use or application by the receiving Participant, Invited Organization, or any third party.
  - c. Any information (other than intellectual property) transferred in confidence by a Participant or Invited Organization should be subject to appropriate written arrangements therefor, including but not limited to, clearly marking the information as confidential, and should be protected from unauthorized disclosure to the maximum extent permitted by the law of the receiving Participant's or Invited Organization's country.
5. This MOU does not constitute a legally binding agreement.
6. The conduct of cooperative activities contemplated by this MOU is subject to the availability of funding, personnel, and other resources. Each Participant is to be responsible for the costs it incurs in participating in cooperative activities under this MOU, unless otherwise agreed in writing by the Participants.
7. Cooperation under this MOU should be subject to the respective national laws and regulations and international agreements to which its Government is a party, and within the limits of available resources, of each Participant.

**SECTION 7**  
**Limitation of Personnel**

Any nationals of a Participant engaged in activities under this MOU in the territory of the other Participants should respect and not interfere with the political independence, sovereignty, and territorial integrity of the latter, and avoid any activities inconsistent with the purpose and objectives of this MOU.

**SECTION 8**  
**Consultations**

The Participants intend to consult with one another regarding any differences resulting from the interpretation or application of this MOU, with their consultation to be based on mutual understanding, equality, cooperation and goodwill.

**SECTION 9**  
**Modification**

The provisions in this MOU may be modified at any time with the mutual written consent of the Participants.

**SECTION 10**  
**Duration and Discontinuation**

1. The cooperation under this MOU may commence on the date of signature by both Participants.
2. The cooperation under this MOU may continue for five (5) years, and may be extended for another five (5) years by mutual written consent of the Participants.
3. The Participants may discontinue participation in this MOU at any time by mutual consent in writing. Alternatively, a Participant that wishes to discontinue its participation in this MOU should provide at least sixty (60) days' advance written notice to the other Participant.

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

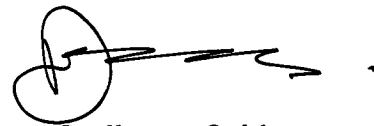
**SIGNED** in Washington DC on 10/27/15, in two original copies, in the English and Indonesian languages. In case of divergence of interpretation of this MOU, the English text is authoritative.

**FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:**



**Ernest J. Moniz**  
Secretary of Energy

**FOR THE GOVERNMENT OF THE  
REPUBLIC OF INDONESIA:**



**Sudirman Said**  
Minister of Energy and Mineral  
Resources