

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TAIPEI ECONOMIC AND TRADE OFFICE, JAKARTA, INDONESIA
AND
THE INDONESIAN ECONOMIC AND TRADE OFFICE TO TAIPEI
REGARDING THE APPLICATION OF COMPETITION LAWS

THE TAIPEI ECONOMIC AND TRADE OFFICE, JAKARTA, INDONESIA (TETO) and THE INDONESIAN ECONOMIC AND TRADE OFFICE TO TAIPEI (IETO) (hereinafter individually referred to as “a Party” and collectively referred to as “the Parties”), have reached the following understandings:

Article 1

Purpose

The purpose of this Memorandum of Understanding (hereinafter referred to as “MOU”) is to improve fair business competition and contribute to the effective implementation of the competition policy and law of both Parties.

Article 2

Definitions

For the purposes of this MOU, the following definitions will apply:

- (a) the term “competition law” means:
 - (i) for Taiwan, the Fair Trade Act and its implementing regulations as well as any amendments thereto; and
 - (ii) for Indonesia, the Law No. 5 Year 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition and its implementing regulations as well as any amendments thereto;
- (b) the term “enforcement activities” means any enquiry, proceeding, assessment, or investigation conducted by a competition authority in relation to the application of the competition law of the Party to proscribe anti-competitive activities, and
- (c) the term “anti-competitive activities” means any conduct or transaction that may be subject to penalties or remedy or relief under the competition laws of respective Party.

Article 3
Implementing Agencies

The Parties designate the following competition authorities to implement this MOU:

- (a) for the TETO, the Taiwan Fair Trade Commission (TFTC), and
- (b) for the IETO, the Indonesia Competition Commission (ICC).

Article 4
Notification

Each Party shall through its respective competition authority endeavour to notify the other Party of any enforcement or potential anti-competitive activities that it considers may affect the important interests of the other Party.

Article 5
Exchange of Information

The Parties may through their competition authorities exchange public information relevant to the competition policy development of the Parties, including the amendment to the competition law or any adoption of new laws and regulations that control anti-competitive activities, and publicly-released guidelines or policy statements issued in relation to the competition laws of the Parties.

Article 6
Technical Cooperation

The Parties agree that it is in their common interest to work together in capacity building activities related to strengthening of competition policy and implementation of the competition law of each Party, through their competition authorities. The forms of such activities shall be mutually agreed upon by the competition authorities of the Parties, subject to their available resources.

Article 7
Consultations

The Parties, through their competition authorities may consult with each other, upon request of either Party, on any matter which may arise in connection with this MOU.

Article 8
Confidentiality

1. Each Party shall, in line with respective laws and regulations of the Party and its important interests maintain the confidentiality of any information marked as confidential that is provided by the other Party.
2. Notwithstanding paragraph 1 of this Article, any information, other than publicly available information, provided by a Party to the other Party under this MOU, shall only be used by the competition authority of the receiving Party for the purpose of the effective enforcement of its competition law, and shall not be disclosed by the receiving Party to other competition authorities and/or any third party without prior consent of the providing Party.
3. Notwithstanding any other paragraphs of this Article, neither Party is required to provide information to the other Party if it is prohibited from providing the information by the laws and regulations of the Party, or if providing such information is incompatible with its important interests.
4. Information, other than publicly available information, provided by a Party to the other Party under this MOU shall not be used by the receiving Party in criminal proceedings in a court of law and/or presided over by a judge.

Article 9
Final Provision

1. All cooperation under this MOU shall be conducted in accordance with the laws and regulations of the Parties, subject to their respective available resources.

2. This MOU shall enter into force upon the date of the last signature by the representatives of the Parties.
3. This MOU may be amended with mutual written consent of the Parties.
4. Either Party may terminate this MOU by giving the other Party a thirty-day prior written notice.

Signed at Taipei, this 19th day of March, 2020, and at Jakarta, this 23rd day of April, 2020, in duplicate in the English language.

FOR THE TAIPEI ECONOMIC AND
TRADE OFFICE, JAKARTA,
INDONESIA

FOR THE INDONESIAN ECONOMIC
AND TRADE OFFICE TO TAIPEI

John C. Chen
Representative

Didi Sumedi
Representative