



New Zealand Treaty Series 2012, No. 01
Ministry of Foreign Affairs and Trade

MEMORANDUM OF UNDERSTANDING

BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE
GOVERNMENT THE REPUBLIC OF INDONESIA ON LABOUR
COOPERATION

Jakarta, 17 April 2012
[Entered into force for New Zealand 17 April 2012]

Presented to the House of Representatives

MEMORANDUM OF UNDERSTANDING BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF INDONESIA AND
THE GOVERNMENT OF NEW ZEALAND ON LABOUR COOPERATION

The Government of the Republic of Indonesia and the Government of New Zealand, hereinafter referred to as “the Parties”;

DESIRING to strengthen their growing relationship;

WISHING to express an approach dealing with labour issues based on cooperation, consultation and dialogue that takes account of the needs and future aspirations of the Parties;

ACKNOWLEDGING that the Parties resolve to improve working conditions and quality of work life in their respective Countries, taking into account the different levels of national development and socio-cultural backgrounds;

REAFFIRMING the commitment of the Parties to develop the content of the bilateral agenda and to share knowledge and experience gained in the fields related to employment;

CONVINCED that cooperation between the Parties in the above mentioned matters will serve their mutual interest and contribute to strengthening the relations of friendship between the two countries;

PURSUANT to the prevailing laws, regulations and policies of the respective countries;

HAVE agreed as follows:

Article 1
OBJECTIVES

The objectives of this MOU shall be:

- 1.1 To support the Parties’ concerns to improve the working conditions and quality of work life in their respective Countries;
- 1.2 To strengthen the broader relationship between the Parties;
- 1.3 To develop cooperation and consultation in labour matters, jointly determined by the Parties on the basis of partnership, equality, reciprocity and mutual benefit;
- 1.4 To provide a forum to discuss and exchange views on labour issues of common interest or concern between the Parties with a view to reaching consensus on those issues between the Parties; and
- 1.5 To promote better understanding of the principles embodied in the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work and its Follow-up (1998).

Article 2

SHARED UNDERSTANDINGS

- 2.1 The Parties respect their sovereign rights to set their own national labour policies and priorities.
- 2.2 The Parties recognise their respective obligations as members of the ILO, including their commitments under the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up.
- 2.3 The Parties recognise that it is inappropriate to set or use their labour laws, regulations, policies and practices for trade protectionist purposes.
- 2.4 The Parties recognise that measures to encourage trade or investment should be undertaken in a way which maintains the protections afforded in domestic labour laws, regulations, policies and practices.
- 2.5 The Parties recognise the desirability of clear and well understood labour policies and practices and the utility of broad domestic consultation with national stakeholders in formulating these policies.

Article 3

COOPERATION

- 3.1 Taking into account of their national priorities and available resources, the Parties agree to cooperate on labour matters of mutual interest and benefit. The Parties shall mutually agree on specific labour cooperative activities.
- 3.2 The Parties shall endeavour to encourage and facilitate the development of appropriate contacts and cooperation between relevant government agencies, organisations, the private sector and other entities of the two Countries in order to develop labour cooperation.
- 3.3 Each Party may, as appropriate, invite the participation of representatives from other government agencies and non-governmental institutions in identifying potential areas for cooperation and in undertaking cooperative activities under the framework of this MOU.
- 3.4 Cooperative activities may be in the areas of:
 - a. labour market policy, programs and analysis;
 - b. human resources development, employability, training and productivity;
 - c. sound industrial relations;
 - d. occupational safety and health;
 - e. information, compliance and enforcement systems;
 - f. promotion and protection of the employment rights and obligations of migrant workers;

- g. other fields of activities within the framework of this MOU as mutually determined by the Parties.
- 3.5 Cooperative activities may be implemented through a variety of means, such as the exchange of best practice and information, joint projects, studies, exchanges, visits, workshops, capacity building and dialogue as the Parties may agree.
- 3.6 The funding of cooperative activities shall be agreed by the Parties on a case-by-case basis and subject to the availability of funds of the Parties.

Article 4

INSTITUTIONAL ARRANGEMENTS

- 4.1 Each Party shall designate a national contact point for labour matters within the six months following the entry into force of this MOU, to facilitate communication between the Parties.
- 4.2 With a view to the implementation of this MOU, to establish a cooperation programme to be carried out within a specific period and to coordinate the cooperation activities referred to in this MOU, the Parties shall also establish a Joint Working Group which may include appropriate government officials responsible for labour matters.
- 4.3 The Joint Working Group shall meet on a regular basis, unless otherwise mutually agreed, to:
- a. establish an agreed work programme of cooperative activities;
 - b. oversee and evaluate cooperative activities;
 - c. serve as a channel for dialogue on matters of mutual interest;
 - d. review the operation and outcomes of this MOU; and
 - e. provide a forum to discuss and exchange views on labour issue of interest or concern with a view to reaching consensus on those issues amongst the involved Parties.
- 4.4 If appropriate, in carrying out its work the Joint Working Group may consult with or invite the participation of members of its public or specific domestic non-government sectors over any matters relating to the operation of this MOU.
- 4.5 The Parties shall exchange information and coordinate activities between meetings using any means of communication.
- 4.6 The agenda, venue and date of the Joint Working Group meetings shall be agreed by the Parties and communicated through the national contact points.

Article 5

IMPLEMENTATION

- 5.1 Activities undertaken under this MOU shall be implemented through the development of specific arrangements, action plans, programs or projects mutually determined between the Parties.
- 5.2 Such arrangements, action plans, programs or projects should specify, *inter alia*, the objectives, financial arrangements and other details relating to the specific commitments of all parties involved.
- 5.3 Each Party shall assure that its personnel involved in the activities related to this MOU shall respect political independence, sovereignty and territorial integrity of host country shall have a duty not to interfere in internal affairs of the host country and shall avoid any activities inconsistent with the purpose and objectives of this MOU.

Article 6

SETTLEMENT OF DIFFERENCES

- 6.1 Any dispute or differences between the Parties concerning the interpretation or the implementation of this MOU shall be settled amicably through consultations or negotiations.
- 6.2 Should any issue arise over the interpretation or application of this MOU, either Party may request consultations through diplomatic channels to the national contact points. The Parties shall make every effort to reach a consensus on the matter.
- 6.3 If a Party seeks a meeting of the Parties to assist in the resolution of any such issues, the Parties shall meet as soon as practicable and, unless otherwise jointly decided, no later than 90 days following the request.
- 6.4 The matter may be communicated by the Joint Working Group to the Ministers for consideration.

Article 7

AMENDMENT

This MOU can be reviewed or amended at any time by the mutual written consent by the Parties. Such revisions or amendments shall come into force on a date mutually determined by the Parties, and shall form an integral part of this MOU.

Article 8

ENTRY INTO FORCE, DURATION AND TERMINATION

- 8.1 This MOU shall enter into force on the date of its signing.
- 8.2 The term of this MOU shall be for a period of five years from the date it enters into force, at which time it shall be reviewed by the Joint Working Group, and thereafter automatically renewed for further periods of five years.
- 8.3 Either Party may terminate the MOU at any time by giving three months notice in writing to the other Party.
- 8.4 The termination of this MOU shall not affect the validity and duration of any on-going activities until completion of such activities, unless the Parties decide otherwise.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this MOU.

DONE in duplicate at Jakarta on 17 April 2012, in English and Bahasa Indonesia, all texts being equally authentic. In case of any divergence of the interpretation of this MOU, the English text shall prevail.

**FOR THE GOVERNMENT OF
NEW ZEALAND**

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

[Signatures not reproduced]