

**NOTA KESEPAHAMAN BERSAMA****MEMORANDUM OF UNDERSTANDING****ANTARA****BETWEEN**

**KEMENTERIAN KOPERASI  
REPUBLIK INDONESIA**

**MINISTRY OF COOPERATIVES OF  
THE REPUBLIC OF INDONESIA**

**DAN****AND**

**SHENZHEN HUIHONG SHIPPING  
CO., LTD**

**SHENZHEN HUIHONG SHIPPING  
CO., LTD**

**TENTANG****ON**

**PEMBERDAYAAN GALANGAN  
KAPAL YANG DIKELOLA OLEH  
KOPERASI**

**THE EMPOWERMENT OF  
COOPERATIVE-MANAGED  
SHIPYARDS**

**Nomor: 4/D.2.KOP/HK.07/2026  
Nomor: 001/MOU/HHS/03/2026**

**Number: 4/D.2.KOP/HK.07/2026  
Number: 001/MOU/HHS/03/2026**

Pada hari ini Kamis, tanggal dua belas, bulan Maret, tahun dua ribu dua puluh enam (12-3-2026), bertempat di Jakarta, yang bertanda tangan di bawah ini:

On this day, Thursday, 12 March 2026, at the Meeting Room of the Ministry of Cooperatives of the Republic of Indonesia, the undersigned:

1. **AHMAD ZABADI**, dalam hal ini dalam jabatannya sebagai Sekretaris Kementerian Koperasi bertindak untuk dan atas nama Kementerian Koperasi Republik Indonesia, yang berkedudukan di Jl. H. R. Rasuna Said No.Kav. 3 4, RT.6/RW.7, Kuningan, Karet Kuningan, Setiabudi, Jakarta Selatan, Daerah Khusus Ibukota Jakarta, 12940, selanjutnya disebut sebagai **"PIHAK KESATU"**.
2. **LI GUANFU**, dalam hal ini dalam kapasitasnya sebagai Perwakilan Resmi, berdasarkan *Authorization Letter* tertanggal 6 Maret 2026, bertindak untuk dan atas nama

1. **AHMAD ZABADI**, in his capacity as the Secretary to the Ministry of Cooperatives, acting for and on behalf of the Ministry of Cooperatives of the Republic of Indonesia, having its address at Jl. H. R. Rasuna Said Kav. 3-4, RT.6/RW.7, Kuningan, Karet Kuningan, Setiabudi, South Jakarta, Special Capital Region of Jakarta 12940, hereinafter referred to as the **"FIRST PARTY"**.
2. **LI GUANFU**, in his capacity as Authorized Representative, based on an Authorization Letter dated 6 March 2026, acting for and on behalf of Shenzhen Huihong

Shenzhen Huihong Shipping Co., Ltd, yang berkedudukan di 23IJ, New Era Square, No.1 Prince Road, Nanshan District, Shenzhen, selanjutnya disebut sebagai "**PIHAK KEDUA**".

Shipping Co., Ltd., having its address at 23IJ, New Era Square, No. 1 Prince Road, Nanshan District, Shenzhen, hereinafter referred to as the "**SECOND PARTY**".

**PIHAK KESATU** dan **PIHAK KEDUA** selanjutnya secara bersama-sama disebut **PARA PIHAK** dan masing-masing disebut **PIHAK**. **PARA PIHAK** dengan ini terlebih dahulu menerangkan hal-hal sebagai berikut:

The **FIRST PARTY** and the **SECOND PARTY** are hereinafter collectively referred to as the **PARTIES** and individually as a **PARTY**. The **PARTIES** hereby first declare that:

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>a. bahwa <b>PIHAK KESATU</b> merupakan unit eselon I pada Kementerian Koperasi Republik Indonesia yang mempunyai tugas menyelenggarakan koordinasi pelaksanaan tugas, pembinaan, dan pemberian dukungan administrasi kepada seluruh unsur organisasi di lingkungan Kementerian Koperasi Republik Indonesia.</p> <p>b. bahwa <b>PIHAK KEDUA</b> merupakan perusahaan yang memiliki kemampuan dan pengalaman dalam perancangan, konstruksi, dan perbaikan kapal perikanan dan kapal niaga.</p> <p>c. bahwa masing-masing <b>PIHAK</b> merupakan <b>PIHAK</b> yang ditunjuk untuk melaksanakan pembangunan dan pengembangan fasilitas produksi dan perbaikan kapal (naval maupun komersial) yang dikelola koperasi dan/atau perusahaan <i>special purpose vehicle</i> ("<b>SPV</b>") setempat, termasuk area peluncuran/dermaga kecil ("<b>Galangan Kapal</b>") berbasis koperasi nelayan, termasuk fasilitas produksi dan perbaikan kapal perikanan maupun kapal niaga, pada lokasi prioritas yang akan disepakati oleh <b>PARA PIHAK</b></p> | <p>a. whereas the <b>FIRST PARTY</b> is an echelon I unit within the Ministry of Cooperatives of the Republic of Indonesia responsible for coordinating the implementation of duties, fostering institutional development, and providing administrative support to all organizational units within the Ministry of Cooperatives of the Republic of Indonesia.</p> <p>b. whereas the <b>SECOND PARTY</b> is a company possessing capability and experience in the design, construction, and repair of fishing vessels and commercial vessels.</p> <p>c. whereas each of the <b>PARTIES</b> is a party designated to implement the development and expansion of ship production and repair facilities (both naval and commercial) managed by cooperatives and/or local special purpose vehicle companies ("<b>SPV</b>"), including launching areas/small docks (the "<b>Shipyards</b>") based on fishermen cooperatives, including facilities for the construction and repair of fishing vessels as well as commercial vessels, at priority locations to be agreed upon by the <b>PARTIES</b> (the "<b>Empowerment of Cooperative-Managed</b></p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Pihak Kesatu:                      Pihak Kedua:

First Party:                      Second Party:

("Pemberdayaan Galangan Kapal yang dikelola oleh Koperasi") sebagaimana diatur dalam Nota Kesepahaman Bersama yang ditandatangani oleh Kementerian Koperasi Republik Indonesia dan China-Shanghai Cooperation Organization Economic and Trade Exchange Center tertanggal 12 Maret 2026.

Shipyards"), as stipulated under the Memorandum of Understanding signed by the Ministry of Cooperatives of the Republic of Indonesia and the China-Shanghai Cooperation Organization Economic and Trade Exchange Center dated 12 March 2026.

- d. bahwa PARA PIHAK sepakat bersinergi sesuai ketentuan peraturan perundang-undangan yang berlaku di Republik Indonesia, dan atas dasar penunjukan sebagaimana dimaksud pada huruf c di atas, untuk menjalankan Pemberdayaan Galangan Kapal yang dikelola oleh Koperasi.

- d. whereas the PARTIES agree to synergize in accordance with the provisions of the prevailing laws and regulations of the Republic of Indonesia and based on the appointment referred to in letter c above, to implement the Empowerment of Cooperative-Managed Shipyards.

Berdasarkan ketentuan sebagaimana dimaksud dalam huruf a, huruf b, huruf c, dan huruf d, **PARA PIHAK** sepakat menandatangani Nota Kesepahaman Bersama tentang Pemberdayaan Galangan Kapal yang dikelola oleh Koperasi ("**Nota Kesepahaman Bersama**") ini dengan ketentuan sebagai berikut:

Based on the provisions as referred to in letters a, b, c, and d above, the PARTIES agree to enter into and sign this Memorandum of Understanding on the Empowerment of Cooperative-Managed Shipyards ("**Memorandum of Understanding**") with the following terms and conditions:

## **PASAL 1 MAKSUD DAN TUJUAN**

- (1) Nota Kesepahaman Bersama ini dimaksudkan sebagai landasan kerja sama bagi PARA PIHAK dalam melakukan koordinasi, perencanaan, dan pengembangan program pembangunan galangan kapal berbasis koperasi nelayan pada lokasi prioritas yang akan disepakati oleh PARA PIHAK.
- (2) Nota Kesepahaman Bersama ini bertujuan untuk:

## **ARTICLE 1 OBJECTIVES AND PURPOSES**

- (1) This Memorandum of Understanding is intended to serve as a basis for cooperation between the PARTIES in conducting coordination, planning, and development programs for the establishment of cooperative-based shipyards for fishermen at priority locations to be agreed upon by the PARTIES.
- (2) This Memorandum of Understanding aims to:

Pihak Kesatu:

Pihak Kedua:

First Party:

Second Party:

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>a. mendorong pengembangan Galangan Kapal berbasis koperasi nelayan guna meningkatkan kapasitas pembangunan, perbaikan, dan pemeliharaan kapal perikanan maupun kapal niaga skala lokal;</p> <p>b. memperkuat peran koperasi nelayan sebagai pengelola kapal dan pelaku kegiatan ekonomi maritim, baik untuk kegiatan perikanan maupun angkutan niaga lokal;</p> <p>c. mendorong tersusunnya desain program pembangunan kapal dan Galangan Kapal yang layak secara teknis, finansial, dan tata kelola; dan</p> <p>d. menyiapkan landasan bagi penyusunan rencana kerja bersama serta penandatanganan perjanjian kerja sama lanjutan atau kontrak terpisah dalam rangka implementasi proyek.</p> | <p>a. promote the development of fishermen cooperative-based shipyards to enhance the capacity for construction, repair, and maintenance of fishing vessels and local-scale commercial vessels</p> <p>b. strengthen the role of fishermen cooperatives as vessel operators and as actors in maritime economic activities, both for fisheries and local commercial transport;</p> <p>c. support the preparation of technically, financially, and institutionally feasible shipbuilding and shipyard development program designs; and</p> <p>d. establish a basis for the preparation of a joint work plan and the signing of subsequent cooperation agreements or separate contracts for project implementation.</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **PASAL 2 RUANG LINGKUP**

Ruang lingkup Nota Kesepahaman Bersama ini meliputi:

- a. perencanaan desain dan kapasitas Galangan Kapal, termasuk jenis kapal yang akan diproduksi, kapasitas produksi tahunan, serta lokasi pembangunan Galangan Kapal;
- b. pengadaan lahan atau fasilitas peluncuran kapal (*docking*) beserta infrastruktur pendukung seperti listrik, air bersih, dan peralatan berat untuk pembangunan Galangan Kapal;

Pihak Kesatu:      Pihak Kedua:

## **ARTICLE 2 SCOPE**

The scope of this Memorandum of Understanding includes:

- a. planning the design and capacity of the Shipyard, including the types of vessels to be produced, annual production capacity, and the location of shipyard construction;
- b. planning the design and capacity of the Shipyard, including the types of vessels to be produced, annual production capacity, and the location of shipyard construction;

First Party:      Second Party:

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>c. pelaksanaan pembangunan kapal secara bertahap sesuai kebutuhan nelayan dan/atau industri lokal melalui fasilitas Galangan Kapal;</p> <p>d. penguatan kelembagaan koperasi dan/atau badan usaha tujuan khusus yang dibentuk untuk pengelolaan Galangan Kapal, termasuk penyusunan standar operasional prosedur, pelatihan teknis, serta penguatan manajemen proyek;</p> <p>e. pengembangan rantai nilai industri perkapalan melalui koordinasi dengan para pemangku kepentingan terkait, termasuk dalam aspek pembiayaan, akses pasar, dan distribusi kapal yang dihasilkan dari kegiatan Galangan Kapal; dan</p> <p>f. kerja sama atau kegiatan lain yang disepakati oleh PARA PIHAK.</p> | <p>c. phased implementation of ship construction based on the needs of fishermen and/or local industries through the Shipyard facilities;</p> <p>d. strengthening institutional capacity of cooperatives and/or special purpose entities established to manage the Shipyard, including the development of standard operating procedures, technical training, and project management strengthening;</p> <p>e. development of the shipbuilding industry value chain through coordination with relevant stakeholders, including financing aspects, market access, and distribution of vessels produced by the Shipyard; and</p> <p>f. other cooperation or activities as agreed by the PARTIES.</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**PASAL 3  
PELAKSANAAN**

- (1) Pelaksanaan Nota Kesepahaman Bersama ini akan diatur lebih lanjut oleh PARA PIHAK dalam bentuk *workplan*, perjanjian kerja sama, dan/atau dokumen kerja sama lainnya.
- (2) PARA PIHAK membentuk Tim Koordinasi Bersama untuk menyusun *workplan*, mengawal pelaksanaan Nota Kesepahaman Bersama ini, dan menyelesaikan isu lintas pihak.
- (3) PARA PIHAK akan menyusun *workplan* paling lambat 3 (tiga) bulan sejak penandatanganan Nota Kesepahaman Bersama ini. *Workplan* memuat paling sedikit lokasi prioritas, acuan tahapan, output, *timeline*, lokasi, kebutuhan perizinan, serta mitigasi risiko.

Pihak Kesatu:                      Pihak Kedua:

**ARTICLE 3  
IMPLEMENTATION**

- (1) The implementation of this Memorandum of Understanding shall be further regulated by the PARTIES in the form of a work plan, a cooperation agreement, and/or other cooperation documents.
- (2) The PARTIES shall establish a Joint Coordination Team to prepare the work plan, oversee the implementation of this Memorandum of Understanding, and resolve cross-party issues.
- (3) The PARTIES shall prepare the work plan no later than 3 (three) months after the signing of this Memorandum of Understanding. The Workplan shall at minimum include priority locations, stages of implementation, outputs, timeline, permit requirements, and risk mitigation measures.

First Party:                      Second Party:

- |                                                                                                                                                                                                     |                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(4) Perjanjian kerja sama atau dokumen kerja sama lain sebagaimana dimaksud pada ayat (1) di atas ditandatangani dan dilaksanakan oleh PARA PIHAK sesuai dengan kewenangannya masing-masing.</p> | <p>(4) The cooperation agreement or other cooperation documents as referred to in paragraph (1) above shall be executed and implemented by the PARTIES in accordance with their respective authorities.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**PASAL 4  
PENDANAAN**

Pendanaan terhadap pelaksanaan Nota Kesepahaman Bersama ini dibebankan pada anggaran masing-masing PIHAK dan/atau sumber pendanaan lain yang sah dan tidak mengikat sesuai dengan tugas dan fungsi berdasarkan ketentuan peraturan perundang-undangan.

**ARTICLE 4  
FUNDING**

Funding for the implementation of this Memorandum of Understanding shall be borne by the respective budgets of the PARTIES and/or other lawful and non-binding sources of funding in accordance with their respective duties and functions under the provisions of the prevailing laws and regulations.

**PASAL 5  
JANGKA WAKTU**

- (1) Nota Kesepahaman Bersama ini berlaku selama 3 (tiga) tahun sejak tanggal ditandatangani dan dapat diperpanjang berdasarkan kesepakatan tertulis **PARA PIHAK**.
- (2) Apabila diperlukan perpanjangan atau pengakhiran terhadap Nota Kesepahaman Bersama ini, maka PIHAK yang bermaksud memperpanjang atau mengakhiri Nota Kesepahaman Bersama ini harus menyampaikan pemberitahuan secara tertulis kepada PIHAK lainnya paling lambat 3 (tiga) bulan sebelum Nota Kesepahaman Bersama ini berakhir atau diakhiri.

**ARTICLE 5  
TERM**

- (1) This Memorandum of Understanding shall remain valid for a period of 3 (three) years from the date of signing and may be extended based on the written agreement of the **PARTIES**.
- (2) If an extension or termination of this Memorandum of Understanding is required, the PARTY intending to extend or terminate it must provide written notice to the other PARTY no later than 3 (three) months prior to the expiration or termination of this Memorandum of Understanding.

**PASAL 6  
KEPATUHAN**

- (1) PARA PIHAK mematuhi ketentuan peraturan perundang-undangan yang berlaku di Republik
- Pihak Kesatu:            Pihak Kedua:

**ARTICLE 6  
COMPLIANCE**

- (1) The PARTIES shall comply with the prevailing laws and regulations of the Republic of Indonesia,
- First Party:            Second Party:

Indonesia, termasuk ketentuan integritas dan pencegahan korupsi.

including provisions on integrity and the prevention of corruption.

- (2) PARA PIHAK sepakat bahwa seluruh kegiatan perencanaan, pembangunan, dan pengoperasian Galangan Kapal wajib dilaksanakan sesuai dengan ketentuan peraturan perundang-undangan yang berlaku, termasuk ketentuan di bidang perizinan usaha, keselamatan pelayaran, standar teknis pembangunan kapal, keselamatan kerja, serta perlindungan lingkungan hidup.
- (2) The PARTIES agree that all activities related to planning, construction, installation, and perational activities relating to the Shipyard shall comply with applicable regulations, including those governing business licensing, maritime safety, shipbuilding technical standards, occupational safety, and environmental protection.s.
- (3) Setiap kegiatan pengadaan barang dan/atau jasa yang berkaitan dengan pembangunan Galangan Kapal, termasuk namun tidak terbatas pada pekerjaan konstruksi, pengadaan peralatan, maupun pengadaan bahan baku pembangunan kapal, dilaksanakan sesuai dengan ketentuan peraturan perundang-undangan yang berlaku mengenai pengadaan barang/jasa pemerintah.
- (3) Any procurement of goods and/or services relating to the development and provision of facilities, including but not limited to construction works, ice plant machinery procurement, cold storage equipment, or other supporting components, shall be conducted in accordance with applicable procurement regulations.
- (4) Ketentuan rinci mengenai pemenuhan kewajiban perizinan, Sertifikat Laik Operasi (bila dipersyaratkan), standar teknis, dan pembagian tanggung jawab kepatuhan diatur dalam *workplan* dan/atau perjanjian kerja sama.
- (4) Detailed provisions regarding the fulfillment of licensing obligations, the Certificate of Operation Worthiness (*Sertifikat Laik Operasi*), where required, technical standards, and the allocation of compliance responsibilities shall be stipulated in the work plan and/or the cooperation agreement.

#### PASAL 7

##### PEMANTAUAN DAN EVALUASI

Pemantauan dan evaluasi terhadap pelaksanaan Nota Kesepahaman Bersama ini dilakukan secara berkala oleh **PARA PIHAK** paling sedikit 1 (satu) tahun sekali atau sesuai dengan kebutuhan.

#### ARTICLE 7

##### MONITORING AND EVALUATION

Monitoring and evaluation of the implementation of this Memorandum of Understanding shall be conducted periodically by the PARTIES at least once a year or as otherwise required.

Pihak Kesatu:

Pihak Kedua:

First Party:

Second Party:

**PASAL 8**  
**HUKUM YANG BERLAKU DAN**  
**PENYELESAIAN PERSELISIHAN**

- (1) Nota Kesepahaman Bersama ini ditafsirkan dan dilaksanakan berdasarkan hukum Republik Indonesia.
- (2) Setiap perselisihan yang timbul dari atau sehubungan dengan pelaksanaan kerja sama ini akan terlebih dahulu diselesaikan secara musyawarah untuk mufakat. Apabila musyawarah tidak mencapai kesepakatan dalam waktu 30 (tiga puluh) hari kalender, maka sengketa akan diselesaikan sesuai kesepakatan PARA PIHAK melalui Singapore International Arbitration Centre berdasarkan peraturan arbitrase yang berlaku.

**PASAL 9**  
**KERAHASIAAN DAN PELINDUNGAN**  
**DATA**

- (1) PARA PIHAK sepakat bahwa informasi rahasia yang diatur dalam Nota Kesepahaman Bersama ini mencakup ("**Informasi Rahasia**"):
  - a. keberadaan dan status negosiasi perjanjian kerja sama/perjanjian turunan;
  - b. keberadaan dan isi Nota Kesepahaman Bersama serta informasi penting terkait pelaksanaan kerja sama dan Program; dan
  - c. informasi yang tidak bersifat publik yang diterima selama

**ARTICLE 8**  
**GOVERNING LAW AND DISPUTE**  
**RESOLUTION**

- (1) This Memorandum of Understanding shall be interpreted and implemented in accordance with the laws of the Republic of Indonesia.
- (2) Any dispute arising out of or in connection with the implementation of this cooperation shall first be resolved through amicable deliberation to reach consensus. If such deliberation does not result in an agreement within 30 (thirty) calendar days, the dispute shall be resolved, as agreed by the PARTIES, through the Singapore International Arbitration Centre in accordance with the applicable arbitration rules.

**ARTICLE 9**  
**CONFIDENTIALITY AND DATA**  
**PROTECTION**

- (1) The PARTIES agree that the confidential information governed under this Memorandum of Understanding includes ("**Confidential Information**"):
  - a. the existence and status of negotiations relating to the cooperation agreement/derivative agreement ;
  - b. the existence and contents of this Memorandum of Understanding as well as material information relating to the implementation of the cooperation and the Program; and
  - c. informasi yang tidak bersifat publik yang diterima selama

Pihak Kesatu:

Pihak Kedua:

First Party:

Second Party:

pelaksanaan kerja sama  
antara PARA PIHAK.

pelaksanaan kerja sama  
antara PARA PIHAK.

(2) Kecuali diizinkan dalam Pasal ini, masing-masing PIHAK:

(2) Except as permitted under this Article, each PARTY shall:

- a. tidak akan menggunakan atau memanfaatkan Informasi Rahasia, kecuali untuk tujuan perundingan dan penandatanganan perjanjian kerja sama/perjanjian turunan;
- b. tidak mengungkapkan Informasi Rahasia kepada PIHAK lain, kecuali sebagaimana diizinkan Nota Kesepahaman Bersama ini;
- c. tidak membuat salinan/catatan Informasi Rahasia kecuali diperlukan untuk tujuan dari pelaksanaan perjanjian ini;
- d. menjaga Informasi Rahasia dari dokumen/arsip lainnya yang tidak bersifat rahasia; dan
- e. menerapkan perlindungan yang sama terhadap Informasi Rahasia dari PIHAK lainnya seperti terhadap Informasi Rahasia-nya sendiri.

- a. not use or utilize Confidential Information except for the purpose of negotiating and executing the cooperation agreement/derivative agreement;
- b. not disclose Confidential Information to any other party except as permitted under this Memorandum of Understanding;
- c. not make copies or records of Confidential Information except where necessary;
- d. keep Confidential Information separate from other documents or records that are not confidential.; and
- e. apply the same level of protection to the Confidential Information of the other PARTY as it applies to its own Confidential Information.

(3) Kewajiban kerahasiaan sebagaimana dimaksud pada ayat (2) dikecualikan bagi informasi yang sudah umum, sudah dimiliki secara non-rahasia sebelumnya, diperoleh secara sah dari PIHAK lainnya, telah diketahui sebelum diungkapkan, dan/atau telah disepakati tertulis oleh PARA PIHAK bahwa informasi terkait bukan merupakan rahasia dan/atau dapat diungkap.

(3) The confidentiality obligations referred to in paragraph (2) above shall not apply to information which is already publicly available, was previously possessed on a non-confidential basis, is lawfully obtained from the other PARTY, was already known prior to disclosure; and/or has been agreed in writing by the PARTIES as not being confidential and/or permitted to be disclosed.

(4) Pengungkapan Informasi Rahasia diperbolehkan dalam hal:

(4) Disclosure of Confidential Information shall be permitted where:

Pihak Kesatu: Pihak Kedua:

First Party: Second Party:

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>a. terdapat persetujuan tertulis dari PIHAK yang pengungkap INFORMASI RAHASIA;</p> <p>b. kepada perwakilan yang perlu mengetahui untuk tujuan perjanjian kerja sama/perjanjian turunan (dengan kewajiban kerahasiaan setidaknya setara dan PIHAK penerima tetap bertanggung jawab atas kepatuhan para perwakilannya); atau</p> <p>c. diwajibkan oleh hukum, perintah pengadilan, atau otoritas pemerintah (dengan pemberitahuan sedapatnya dan langkah perlindungan yang diminta PIHAK pengungkap).</p> | <p>a. there is prior written consent from the PARTY disclosing the Confidential Information;</p> <p>b. disclosure is made to representatives who have a need to know for the purpose of the cooperation agreement/derivative agreement, provided that such representatives are subject to confidentiality obligations at least equivalent in scope and the receiving PARTY remains responsible for their compliance; or</p> <p>c. disclosure is required by law, court order, or governmental authority (with prior notice where possible and subject to protective measures requested by the disclosing PARTY).</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
- 
- |                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(5) Kewajiban kerahasiaan berlaku selama Nota Kesepahaman Bersama ini berjalan dan 5 (lima) tahun setelah berakhirnya Nota Kesepahaman Bersama ini, kecuali diwajibkan lain oleh hukum atau disetujui tertulis oleh PARA PIHAK.</p> | <p>(5) The confidentiality obligations shall remain in effect during the term of this Memorandum of Understanding and for 5 (five) years following its termination, unless otherwise required by law or agreed in writing by the PARTIES.</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
- 
- |                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(6) Jika terdapat pengumpulan data pribadi anggota koperasi/masyarakat yang dilakukan sehubungan pelaksanaan Program oleh PARA PIHAK, PARA PIHAK berkomitmen mematuhi ketentuan peraturan perundang-undangan mengenai Pelindungan Data Pribadi beserta setiap perubahan dan ketentuan pelaksanaannya.</p> | <p>(6) In the event that personal data of cooperative members and/or the public is collected by the PARTIES in connection with the implementation of the Program, the PARTIES shall comply with the applicable laws and regulations on Personal Data Protection, as well as any of its amendments and implementing regulations.</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**PASAL 10**  
**HAK KEKAYAAN INTELEKTUAL DAN**  
**PUBLIKASI**

**ARTICLE 10**  
**INTELLECTUAL PROPERTY RIGHTS**  
**AND PUBLICATIONS**

Pihak Kesatu:

Pihak Kedua:

First Party:

Second Party:

- |                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(1) Kepemilikan dan/atau hak penggunaan atas desain, manual, Standar Operasional Prosedur, dan/atau materi pelatihan yang dikembangkan sehubungan dengan Program akan diatur dalam perjanjian kerja sama.</p> <p>(2) Penggunaan nama dan logo masing-masing PIHAK oleh PIHAK lainnya untuk publikasi/promosi harus dengan persetujuan tertulis PIHAK terkait.</p> | <p>(1) The ownership and/or rights of use over designs, manuals, Standard Operating Procedures, and/or training materials developed in connection with the Program shall be regulated in the cooperation agreement/derivative agreement.</p> <p>(2) The use of the name and logo of either PARTY by the other PARTY for publication or promotional purposes shall be subject to the prior written consent of the relevant PARTY.</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**PASAL 11  
KORESPONDENSI**

**ARTICLE 11  
CORRESPONDENCE**

- |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(1) Segala surat menyurat dan/atau pemberitahuan sehubungan dengan Nota Kesepahaman Bersama ini harus disampaikan melalui surat elektronik (<i>e-mail</i>) dan/atau melalui kurir kepada PARA PIHAK kepada alamat berikut:</p> | <p>(1) All correspondence and/or notices in connection with this Memorandum of Understanding shall be delivered by electronic mail (<i>e-mail</i>) and/or by courier to the PARTIES at the following addresses:</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**PIHAK KESATU/FIRST PARTY**

Alamat/Address : Jalan H.R. Rasuna Said Kav 3-4, Jakarta Selatan  
12940  
Telepon/Phone : (021) 1500587  
Email/Email : [birohks@kop.go.id](mailto:birohks@kop.go.id)  
U.P./Attention : Kepala Biro Hukum dan Kerja Sama, Kementerian  
Koperasi Republik Indonesia

**PIHAK KEDUA/SECOND PARTY**

Alamat : 3B Shekou Haijing Plaza, Nanshan District,  
Shenzhen, Guangdong, China,  
Telepon : 087810324851  
Email : [407696369@qq.com](mailto:407696369@qq.com)  
cc : [sco.ssn2025@gmail.com](mailto:sco.ssn2025@gmail.com)  
U.P. : Jay (Tn. Zeng Pengju)

- |                                                                                                                                        |                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(2) Dalam hal terdapat perubahan hal-hal sebagaimana dimaksud pada ayat (1), PIHAK yang bermaksud mengubah wajib memberitahukan</p> | <p>(2) In the event of any change to the matters referred to in paragraph (1), the PARTY intending to make such change shall notify the other</p> |
|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|

Pihak Kesatu:

Pihak Kedua:

First Party:

Second Party:

maksud tersebut secara tertulis kepada PIHAK lainnya paling lambat 7 (tujuh) hari kerja sebelum terjadinya perubahan.

PARTY in writing of its intention no later than 7 (seven) business days prior to the occurrence of such change.

- (3) Selama pemberitahuan perubahan sebagaimana dimaksud pada ayat (2) belum diterima oleh PIHAK lain, maka segala penyampaian informasi tetap ditujukan kepada pejabat penghubung sebagaimana dimaksud pada ayat (1).

- (3) Until the notice of change as referred to in paragraph (2) has been received by the other PARTY, all communications shall continue to be addressed to the liaison officers as referred to in paragraph (1).

## **PASAL 12 PERUBAHAN**

## **ARTICLE 12 AMENDMENT**

Setiap perubahan dalam Nota Kesepahaman Bersama ini diatur kemudian oleh PARA PIHAK dalam suatu adendum yang disepakati oleh PARA PIHAK dan merupakan bagian yang tidak terpisahkan dari Nota Kesepahaman Bersama ini.

Any amendment or addition shall only be valid if made in writing and signed by the PARTIES. Any such amendment or addition shall form an integral and inseparable part of this Memorandum of Understanding.

## **PASAL 13 LAIN-LAIN**

## **ARTICLE 13 MISCELLANEOUS**

- (1) Nota Kesepahaman Bersama ini bersifat tidak mengikat sehingga tidak dimaksudkan untuk menimbulkan kewajiban yang mengikat secara hukum bagi PARA PIHAK kecuali terhadap ketentuan tertentu yang secara tegas dinyatakan mengikat, antara lain ketentuan Pasal 9 (Kerahasiaan dan Pelindungan Data), Pasal 10 (Hak Kekayaan Intelektual dan Publikasi), dan Pasal 5 (Jangka Waktu), Pasal 8 (Hukum yang Berlaku dan Penyelesaian Perselisihan).

- (1) This Memorandum of Understanding is non-binding in nature and is therefore not intended to create legally binding obligations for the PARTIES, except for certain provisions that are expressly stated to be binding, including Article 9 (Confidentiality and Data Protection), Article 10 (Intellectual Property Rights and Publication), Article 5 (Term), and Article 8 (Governing Law and Dispute Resolution).

- (2) Nota Kesepahaman Bersama ini tidak membentuk hubungan keagenan, kemitraan (*partnership*), usaha patungan (*joint venture*), atau hubungan kerja antara PARA PIHAK.

- (2) This Memorandum of Understanding does not establish any agency relationship, partnership, joint venture, or employment relationship between the PARTIES.

Pihak Kesatu:

Pihak Kedua:

First Party:

Second Party:

- (3) Nota Kesepahaman Bersama ini bersifat non-eksklusif. PARA PIHAK dapat menjalin kerja sama dengan pihak lain sepanjang kerja sama tersebut tidak bertentangan dengan ketentuan peraturan perundang-undangan dan tidak mengganggu pelaksanaan Nota Kesepahaman Bersama ini dan/atau perjanjian kerja sama
- (3) This Memorandum of Understanding is non-exclusive. The PARTIES may enter into cooperation with other parties, provided that such cooperation does not contravene applicable laws and regulations and does not interfere with the implementation of this Memorandum of Understanding and/or the cooperation agreement.
- (4) Nota Kesepahaman Bersama ini dibuat dalam 2 (dua) bahasa, yaitu Bahasa Indonesia dan Bahasa Inggris yang masing-masing mempunyai kekuatan hukum yang sama. Dalam hal terdapat perbedaan penafsiran, maka versi Bahasa Indonesia yang berlaku.
- (4) This Memorandum of Understanding is executed in 2 (two) languages, namely Indonesian and English, each of which shall have equal legal force. In the event of any discrepancy in interpretation, the Indonesian version shall prevail.

**PASAL 14  
PENUTUP**

**ARTICLE 14  
CLOSING**

Nota Kesepahaman Bersama ini ditandatangani dalam 2 (dua) rangkap asli, masing-masing PIHAK menerima 1 (satu) rangkap yang memiliki kekuatan hukum yang sama.

This Memorandum of Understanding is executed in 2 (two) original counterparts, with each PARTY receiving 1 (one) original copy, each having equal legal force.

**PIHAK PERTAMA/FIRST PARTY  
KEMENTERIAN KOPERASI  
REPUBLIK INDONESIA/MINISTRY OF  
COOPERATIVES OF THE REPUBLIC  
OF INDONESIA**

**PIHAK KEDUA/SECOND PARTY  
SHENZHEN HUIHONG SHIPPING Co.,  
Ltd.**

---

**AHMAD ZABADI**  
**Sekretaris Kementerian**  
**Koperasi/Secretary to the Minister of**  
**Cooperatives**

---

**LI GUANFU**  
**Authorized Representative**

Pihak Kesatu:

Pihak Kedua:

First Party:

Second Party: