



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY OF VILLAGES, DEVELOPMENT OF DISADVANTAGED REGIONS, AND TRANSMIGRATION OF THE REPUBLIC OF INDONESIA

AND

VERAGON S.R.L., ITALIA

CONCERNING

STRATEGIC PARTNERSHIP IN PROVISION OF HIGH QUALITY AND INTERNATIONAL STANDARD OF MINERAL DRINKING WATER IN VILLAGES, VILLAGE AREA, DISADVANTAGED REGIONS AND TRANSMIGRATION AREA

Number: 14/SJ-KDPDTT/KB/W/2018
Number: VWS/MOV/MOU/1804

On this day, Monday, dated twenty three two thousand and eighteen, at Jakarta, the undersigned:

- 1. ANWAR SANUSI
- : Secretary General of the Ministry of Villages, Development of Disadvantaged Regions, and Transmigration, in this matter acting for and on behalf of the Ministry of Villages, Development of Disadvantaged Regions, and Transmigration, domiciled in Jakarta and having its address at Jalan TMP. Kalibata No. 17, South Jakarta, hereinafter referred to as the FIRST PARTY;
- 2. STEPHEN MICHAEL WHITE
- : ASEAN Operations Veragon S.R.L., in this matter acting for and on behalf of Veragon S.R.L. having its address at Via Gallenga 120, 06127 Perugia, Italia, hereinafter referred to as the SECOND PARTY;

The FIRST PARTY and the SECOND PARTY hereinafter referred to as the PARTIES agree to sign this Memorandum of Understanding concerning the strategic partnership in the provision of high quality and international standard of mineral drinking water in the villages, villages area, disadvantaged region and transmigration area.

ARTICLE 1 OBJECTIVE AND PURPOSE

- (1) The objective of this Memorandum of Understanding is to increase the synergy of the government role and the private sector in the provision of high quality and international standard of mineral drinking water in the villages, villages area, disadvantaged region and transmigration area.
- (2) The purpose of this Memorandum of Understanding is to coordinate between the PARTIES integrally in the provision of high quality and international standard of mineral drinking water in the villages, villages area, disadvantaged region and transmigration area.

ARTICLE 2 SCOPE

The scope of this Memorandum of Understanding comprises of:

- (1) Identification, exploration, evaluation and development in the implementation of the program for the provision of high quality and international standard of mineral drinking water in the villages, villages area, disadvantaged region and transmigration area.
- (2) Syncronization the program for development and empowerment of the rural society at the area of implementation of the program for the provision of high quality and international standard of mineral drinking water in the villages, villages area, disadvantaged region and transmigration area;
- (3) Other cooperation which is deemed necessary and proposed between the PARTIES.

ARTICLE 3 IMPLEMENTATION

(1) This Memorandum of Understanding is not binding and not creating any legally binding obligation between the PARTIES.

- (2) This Memorandum of Understanding shall be followed up in a binding Cooperation Agreement and will be made by the officer or representative of the PARTIES (including third parties appointed by each PARTY).
- (3) The formulation of the Cooperation Agreement as referred to in paragraph (1) shall be agreed by the PARTIES through a team consisting of the representative of the PARTIES.

ARTICLE 4 TERM

- (1) This Memorandum of Understanding shall be valid for 2 (two) years as of the date of signing and may be extended, amended or terminated based on mutual agreement of the PARTIES.
- (2) The extension or amendment to this Memorandum of Understanding may be made upon the agreement of the PARTIES at the latest 1 (one) month before the expiry date of this Memorandum of Understanding.
- (3) This Memorandum of Understanding may terminate or cease to effect if there is regulations or policy from government which make impossible to continue this Memorandum of Understanding.

ARTICLE 5 OTHER PROVISIONS

- (1) In the implementation of this Memorandum of Understanding, each Party shall not give or receive any thing whether in the form of money or gift for whatever reason.
- (2) The PARTIES shall make a binding Confidentiality Agreement before it gives any confidential information.
- (3) This Memorandum of Understanding shall not govern any transfer any ownership or the provision of licenses to use any intellectual property rights.
- (4) This Memorandum of Understanding is made two languages, Indonesian language and English language. In the event of any discrepancy in the interpretation of this Memorandum of Understanding, the Indonesian language version shall prevail.
- (5) Anything in this Memorandum of Understanding which has not been regulated shall be agreed and determined later by the PARTIES in an addendum which shall form integral part of this Memorandum of Understanding.

(6) In the event of dispute related to the interpretation and implementation of this Memorandum of Undrstanding shall be settled by mutual agreement.

Article 6 CLOSING

- (1) All notices, requests, and other correspondences under or in connection with this Memorandum of Understanding shall be in English or Indonesian language, be made by fax, e-mail, registered or certified mail or personal delivery at their respective contacts and be effective upon receipt at the addresses mentioned above.
- (2) This Memorandum of Understanding is made in 2 (two) original copies, each duly stamped and having the same force of law according to the laws fthe Republic of Indonesia after duly signed by the PARTIES.
- (3) This Memorandum of understanding shall take effect after it is duly signed by the PARTIES.

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PIHAK KESATU/FIRST PARTY

Anwar Sanusi

TARIAT JENORAL

PIHAK KEDUA/SECOND PARTY

Stephen Michael White