

**IMPLEMENTING ARRANGEMENT
BETWEEN
MARINE AND FISHERIES QUALITY ASSURANCE AGENCY
MINISTRY OF MARINE AFFAIRS AND FISHERIES
OF THE REPUBLIC OF INDONESIA
AND
HUANYU INTERNATIONAL EDUCATION
CONCERNING
CAPACITY BUILDING IN QUALITY AND SAFETY ASSURANCE OF FISH AND
FISHERIES PRODUCTS**

Marine and Fisheries Quality Assurance Agency, Ministry of Marine Affairs and Fisheries of the Republic of Indonesia (hereinafter referred to as "MFQAA") and Huanyu International Education (hereinafter referred to as "HUANYU"), MFQAA and HUANYU hereinafter referred to individually as a "Party" and collectively as the "Parties";

REFERRING TO the Memorandum of Understanding between the Government of the Republic of Indonesia and the Government of the People's Republic of China on Strengthening Maritime Cooperation signed in Guiyang on 5 June 2021, hereinafter referred to as "MoU SMC";

CONSIDERING the principle of equality and mutual benefit between the Parties and common will of the Parties to develop institutional and human resources capacity building in fish and fishery products;

PURSUANT to the prevailing laws and regulations in their respective countries;

HAVE come to the following understanding:

ARTICLE I OBJECTIVES

The objective of this Implementing Arrangement (hereinafter referred to as "IA") is to provide a framework to the collaborative project between the Parties to enhance capacity building in fish and fisheries products.

ARTICLE II FORM OF COOPERATION

The Parties shall cooperate by pursuing the following activities:

1. Mandarin language training.
2. Exchange of knowledge and experience between the Parties.
3. Joint training programs between the Parties for MFQAA personnel which is carried out at universities and fisheries quality testing institutions in China in partnership with HUANYU.
4. Public dissemination and introduction of quality and safety assurance of Indonesian fish and fishery products in China.

ARTICLE III FINANCIAL ARRANGEMENT

1. The Parties agree that all financial arrangements for the implementation of this IA is subject to the availability of funds of the Parties and in accordance to applicable laws and regulations of their respective countries.
2. All related cost of programs or projects under this IA shall be agreed by the Parties on a case-by-case basis.

ARTICLE IV IMPLEMENTATION

1. The implementation of each form of cooperation as referred to in Article II of this IA shall be carried out through Project Documents based on the Annex, which describe the Plan of Action and shall include details such as the scope of the activities, program schedule, staff involved, financial arrangements, scheme of

responsibilities undertaken by the Parties, and any other necessary matters that are not covered by this IA.

2. The Parties are responsible for:

- a. appoint a person responsible for delivering the effective and efficient coordination and implementation of this IA, informing each other, in the shortest time possible, of any changes with respect to the designated person;
- b. jointly define work plans for the deliverable of the cooperation.

3. The MFQAA is responsible for:

- a. provide HUANYU in good faith, proper and necessary information and assistance;
- b. provide resource person fee for Mandarin language training in accordance with domestic laws in Indonesia.

4. The HUANYU is responsible for:

- a. provide technical assistance including interpreter support, module and resource person of Mandarin language;
- b. organizing university partners and stakeholders of HUANYU to carry out the implementation of activities that have been jointly agreed in Article II;
- c. organizing and provide scientific technical assistance, source person and sharing knowledge on fish health, laboratory testing as well as quality and safety of fish and fishery products;
- d. provide any support to public dissemination and introduction of quality and safety assurance of Indonesian fish and fishery products in China.

5. The implementing agencies of each of the Parties for this IA are:

- a. For MFQAA : Secretariat of Marine and Fisheries Quality Assurance Agency
Gedung Mina Bahari 2 Lantai 6, Jalan Medan Merdeka Timur
Nomor 16 Jakarta Pusat 10110
Phone: (+6221) 3519070
Email: set.bppmhkp@kkp.go.id/
kerjasamabkipm@gmail.com
- b. For HUANYU : Huanyu International Education
Taiji Central Han Mansion Building 5 floor Room 505, Renmin
Road, Jiefang District, Jiaozuo City, Henan Province China
Phone (+6221) 3800641
Email: confusiusindonesia@gmail.com

ARTICLE V

CONFIDENTIALITY

1. The Parties agreed not to publish or disclose in any fashion whatsoever, without the other Party's written consent, technical academic or scientific data and information owned by the other Party and which they may have been aware on occasion of the performance of this IA or of other specific agreements.
2. In the event either Party wishes to disclose any confidential data and information supplied in or resulting from the implementation of this IA, the disclosing Party shall have prior written consent from the other Party.
3. It shall not be considered as confidential, the information for which the Party involved can prove that:
 - a. it had already knowledge of said information on the date of communication by the other Party; and
 - b. this information has been already published, disseminated or that it has come into the public domain, without any breach of this IA.
4. The Parties agree that each Party may publish the existence and nature of activity under this IA, provided that either Party does not indicate in writing that a specific matter should remain confidential.
5. The Parties shall ensure that any publication about the relationship between the Parties is accurate. Only the approved name and logo of the Parties may be used in any such materials.
6. Each Party shall comply with the other Party's reasonable requests about publishing this relationship with a view to promote the cooperation with integrity and accuracy.
7. The provision of this Article shall survive the expiration or termination of this IA.

ARTICLE VI

INTELLECTUAL PROPERTY

1. Either Party will respect any Intellectual Property (hereinafter referred to as "IP") brought by the other Party for the implementation of this IA in accordance with prevailing laws and regulations in their respective country and any related international conventions to which the Parties are party to.

2. Any IP brought by any Party for the implementation of this IA, shall remain the property of that Party and that Party shall be responsible for any claim made by third party regarding the ownership and legality of the use of the said IP.
3. Any IP arising out of the implementation of cooperative activities under this IA shall be identified and regulated through separate arrangements between the parties involved before the commencement of the said cooperative activities.

ARTICLE VII

LIMITATION OF PERSONNEL ACTIVITIES

1. All personnel engaged in activities under this IA shall observe, respect and comply with the laws and regulations of the host country, including the requirement to obtain permit to enter, and shall avoid conducting any activities inconsistent with the objective of this IA.
2. Any violation of Paragraph 1 may result in revocation of all permits of the personnel concerned and/or other necessary measures in accordance with the prevailing laws and regulations of the host country.

ARTICLE VIII

SETTLEMENT OF DISPUTE

Any disputes arising from the interpretation or application of this IA shall be settled amicably through consultation or negotiation between the Parties.

ARTICLE IX

AMENDMENT

This IA may be amended at any time in writing by mutual written consent by the Parties. Such amendments shall enter into force on the date agreed by the Parties and form an integral part of this IA.

ARTICLE X
ENTRY INTO FORCE, DURATION, AND TERMINATION

1. This IA shall enter into force on the date of its signing and remain in force for three (3) years. It may be extended by mutual written consent delivered to the other Party, at least three (3) months before its expiration date.
2. Either Party may terminate this IA at any time by giving written notification to the other Party at least five (5) months prior to the intended date of termination.
3. The termination of this IA shall not affect the validity and duration of any ongoing arrangements, plans and programs made under this IA until completion of such arrangements, plans and programs, unless otherwise decided by the Parties.

IN WITNESS WHEREOF, the undersigned, have signed this Implementing Arrangement.

SIGNED at Jakarta on 31 January 2025, in duplicate in the English and Indonesian languages, all text being equally authentic. In case of any divergence of interpretation of this Implementing Arrangement, the English text shall prevail.

**FOR MARINE AND FISHERIES QUALITY
ASSURANCE AGENCY MINISTRY OF
MARINE AFFAIRS AND FISHERIES
OF THE REPUBLIC OF INDONESIA**


HARI MARYADI
Executive Secretary

**FOR HUANYU INTERNATIONAL
EDUCATION**


ROYHAN ALHAZEN
Director