

THE MUTUAL AGREEMENT BETWEEN THE COORDINATING MINISTRY OF MARITIME AND INVESTMENT SECTOR, THE MINISTRY OF FINANCE, THE MINISTRY OF TRANSPORTATION, THE MINISTRY OF MARINE AFFAIRS AND FISHERY, THE NATIONAL POLICE OF THE REPUBLIC OF INDONESIA, THE NATIONAL SEARCH AND RESCUE AGENCY, THE INDONESIAN MARITIME SECURITY AGENCY, AND THE NATIONAL INSTITUTE OF AERONAUTICS AND SPACE

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ON

DATA AND INFORMATION EXCHANGE FOR LAW ENFORCEMENT PURPOSES AT SEA

On this day, Friday, Thirteenth December Two Thousand and Nineteen, located in the Coordinating Ministry of Maritime and Investment Sector Building, we, the undersigned as follows:

1. Dr. Purbaya Yudhi Sadewa, Ph.D., the Deputy for Maritime Sovereignty Coordination Sector, in this case acting for and behalf of the Coordinating Ministry of Maritime and Investment Sector, domiciled at Jalan M.H. Thamrin No. 8 Central Jakarta, from this point onwards is referred to as the FIRST PARTY;
2. Heru Pambudi S.E., LL.M., the Director-General of Customs and Excise, at the Ministry of Finance, in this case acting for and behalf of the Minister of Finance based on Letter of Authorization Number SKU- 469/MK.04/2019 dated on 11 December 2019, domiciled at Jalan Jenderal Ahmad Yani, East Jakarta, from this point onwards is referred to as the SECOND PARTY;
3. Ir. R. Agus H. Purnomo, the Director-General of Marine Transportation, in this case acting for and behalf of the Ministry of Transportation, domiciled at Jalan Medan Merdeka Barat No. 8 Central Jakarta, from this point onwards is referred to as the THIRD PARTY;
4. Ir. Nilanto Perbowo, M.Sc., the Secretary-General of the Ministry of Marine Affairs and Fishery, in this case acting for and behalf of the Ministry of Marine Affairs and Fishery, domiciled at Jalan Medan Merdeka Timur No. 16 Central Jakarta, from this point onwards is referred to as the FOURTH PARTY;
5. Drs. Firli, M.Si., the Commissioner-General of National Police, the Head of the Security Maintenance Agency, the National Police of the Republic of Indonesia, in this case acting for and behalf of the National Police of the Republic of Indonesia, domiciled at Jalan Trunojoyo No. 3 South Jakarta, from this point onwards is referred to as the FIFTH PARTY;
6. Drs. Dianta Bangun, M.Kes., the Main Secretary, of the National Search and Rescue Agency, in this case acting for and behalf of the National Search and Rescue Agency, domiciled at Jalan Angkasa Blok B-15 Kav. 2-3 Central Jakarta, from this point onwards, is referred to as the SIXTH PARTY;
7. Dade Ruskandar, S.H., M.H., the Deputy for Information, Law, and Cooperation, of the Indonesian Maritime Security Agency, domiciled at Jalan Proklamasi No. 56 Central Jakarta, from this point onwards is referred to as the SEVENTH PARTY;
8. Prof. Dr. Erna Sri Adiningsih, the Main Secretary, of the National Institute of Aeronautics and Space, in this case acting for and behalf of the National Institute of Aeronautics and Space, domiciled at Jalan Pemuda, Persil No. 1, Rawamangun, East Jakarta, from this point onwards is referred to as the EIGHTH PARTY.

The FIRST PARTY until the EIGHTH PARTY shall be jointly referred to as the PARTIES and individually shall be referred to as the PARTY agrees to sign a Mutual Agreement on Data and Information Exchange for Law Enforcement Purposes at Sea by clarifying the following matters:

1. whereas the PARTIES agreed to improve synergy and cohesiveness in the supervision of the Indonesian waters territory and Indonesian jurisdiction territory.
2. Whereas the Mutual Agreement is implemented for the purpose of data and information exchange to support law enforcement at sea.

By considering laws and regulations which become the legal bases:

1. Law Number 10 of 1995 on Customs (State Gazette of the Republic of Indonesia of 1995 Number 75, Supplement to the State Gazette of the Republic of Indonesia Number 3612) as amended by Law Number 17 of 2006 on Amendment to Law Number 10 of 1995 on Customs (State Gazette of the Republic of Indonesia of 2006 Number 93, Supplement to the State Gazette of the Republic of Indonesia Number 4661);
2. Law Number 6 of 1996 on Indonesian Waters (State Gazette of the Republic of Indonesia of 1996 Number 73, Supplement to the State Gazette of the Republic of Indonesia Number 3647);
3. Law Number 2 of 2002 on the National Police of the Republic of Indonesia (State Gazette of the Republic of Indonesia Number 4168);
4. Law Number 31 of 2004 on Fishery (State Gazette of the Republic of Indonesia of 2004 Number 118, Supplement to the State Gazette of the Republic of Indonesia Number 4433) as amended by Law Number 45 of 2009 (State Gazette of the Republic of Indonesia of 2009 Number 154, Supplement to the State Gazette of the Republic of Indonesia Number 5073);
5. Law Number 17 of 2008 on Shipping (State Gazette of the Republic of Indonesia of 2008 Number 64, Supplement to the State Gazette of the Republic of Indonesia Number 4849);
6. Law Number 21 of 2013 on Aeronautics (State Gazette of the Republic of Indonesia of 2013 Number 133, Supplement to the State Gazette of the Republic of Indonesia Number 5435);
7. Law Number 29 of 2014 on Search and Rescue (State Gazette of the Republic of Indonesia of 2014 Number 267, Supplement to the State Gazette of the Republic of Indonesia Number 5600);
8. Law Number 32 of 2014 on Marine Affairs (State Gazette of the Republic of Indonesia of 2014 Number 294, Supplement to the State Gazette of the Republic of Indonesia Number 5603);
9. Regulation of the President Number 178 of 2014 on the Indonesian Marine Security Agency (State Gazette of the Republic of Indonesia of 2014 Number 380);
10. Regulation of the President Number 28 of 2015 on the Ministry of Finance (State Gazette of the Republic of Indonesia of 2015 Number 51);
11. Regulation of the President Number 40 of 2015 on the Ministry of Transportation (State Gazette of the Republic of Indonesia of 2015 Number 75);
12. Regulation of the President Number 49 of 2015 on the National Institute of Aeronautics and Space (State Gazette of the Republic of Indonesia of 2015 Number 91);
13. Regulation of the President Number 63 of 2015 on the Ministry of Marine Affairs and Fishery (State Gazette of the Republic of Indonesia of 2015 Number 111) as amended by Regulation of the President Number 2 of 2017 on Amendment to Regulation of the President Number 63 of 2015 on the Ministry of Marine Affairs and Fishery (State Gazette of the Republic of Indonesia of 2017 Number 5);
14. Regulation of the President Number 83 of 2016 on National Search and Rescue Agency (State Gazette of the Republic of Indonesia of 2016 Number 186);
15. Regulation of the President Number 71 of 2019 on the Coordinating Ministry of Maritime and Investment Sector (State Gazette of the Republic of Indonesia of 2019 Number 206).

Based on the abovementioned matters, the PARTIES agreed to draw up and enforce this Mutual Agreement with the following conditions:

Article 1

GENERAL PROVISIONS

Under this Mutual Agreement, the following definitions are employed:

1. Data is a record of a collection of facts or descriptions in the form of number, character, symbol, image, map, sign, signal, writing, sound, and/or noise, which represent the real condition or show an idea, object, condition, or situation.
2. Information is a collection of data or facts which have been processed and managed in a way so that they become something that are easy to be understood and beneficial for the recipient.
3. Law enforcement at sea is a process of making an effort for the real enforcement or functioning of law norms as a guideline for behavior in traffic or legal relations in community and state life, especially at sea.

Article 2

PURPOSE AND OBJECTIVE

- (1) This Mutual Agreement is intended as a foundation of cooperation for the PARTIES for the purpose of synergy and optimizing the implementation of law enforcement at sea.
- (2) This Mutual Agreement is aimed to improve cooperation and coordination between the PARTIES in relation to Data and Information Exchange for the purpose of Law Enforcement at Sea.

Article 3

SCOPE

Scope of the Mutual Agreement shall consist of:

1. Electronic and/or non-electronic data and/or information exchange consisting of:
 - a. Name and Type of Sea Carrier Facilities Data;
 - b. Vessel Declaration Data;
 - c. Radar Data;
 - d. Long Range Camera Data;
 - e. Sea Vulnerability Mapping Data;
 - f. Law Enforcement and Violation Data;
 - g. satellite and terrestrial-based Automatic Identification System (AIS) Data;
 - h. Vessel Monitoring System (VMS) Data for Fishery Vessel above 30 Gross Tonnage (GT);
 - i. Vessel accident;
 - j. Beacon Data;
 - k. Marine and Fishery Crime Data and Information;
 - l. Weather Data;
 - m. Oil Spill Data;
 - n. Fish Capture Operational Data;
 - o. Remote Sensing Satellite Data;
 - p. Report on the vessel of interest or ship daily anomaly result;
 - q. Access to Bakamla Integrated Information System (BIIS) application;

- r. Other data and information system which is required and agreed by the PARTIES.
- 2. Data processing;
- 3. Data distribution;
- 4. System integration;
- 5. Personnel Involvement;
- 6. Capacity Development.

Article 4

DUTIES AND RESPONSIBILITIES

- (1) The FIRST PARTY shall have duties and responsibilities to coordinate, synchronize, and control the implementation of this Mutual Agreement.
- (2) The SECOND PARTY shall have duties and responsibilities to supply data and/or information consisting of:
 - a. Name and Type of Sea Carrier Facilities Data;
 - b. Vessel Declaration Data;
 - c. Radar Data;
 - d. Long Range Camera Data;
 - e. Sea Vulnerability Mapping Data;
- (3) The THIRD PARTY shall have duties and responsibilities to supply data and/or information namely satellite and terrestrial-based Automatic Identification System/AIS Data
- (4) The FOURTH PARTY shall have duties and responsibilities to supply data and/or information consisting of:
 - a. VMS data for fishery vessel above 30 GT;
 - b. marine and fishery crime data and information; and
 - c. fish capture operational data.
- (5) The FIFTH PARTY shall have duties and responsibilities shall supply data and/or information consisting of:
 - a. case handling data;
 - b. vessel and aircraft (helicopter and airplane) assignment data; and
 - c. sea vulnerability mapping data.
- (6) The SIXTH PARTY shall have duties and responsibilities to supply data and/or information consisting of:
 - a. vessel accident; and
 - b. Beacon data.
- (7) The SEVENTH PARTY shall have duties and responsibilities as follows:
 - a. Supply data and/or information consisting of:
 - 1) Radar Data;
 - 2) Long Range Camera Data;

- 3) AIS Terrestrial Data;
 - 4) AIS satellite Data;
 - 5) Report on the vessel of interest or ship daily anomaly result;
 - b. Provide access to Bakamla Integrated Information System (BIIS) application;
 - c. Provide Puskodal facilities for intermediary personnel/commissioned officer; and
 - d. Become the main data and information supplier.
- (8) The EIGHTH PARTY shall have duties and responsibilities to supply data and/or information consisting of:
- a. remote sensing data owned by LAPAN from optic satellite and radar;
 - b. AIS data from LAPAN satellite; and
 - c. Utilization of LAPAN-A2/LAPAN-ORARI Satellite to mitigate disaster.

Article 5

IMPLEMENTATION

- (1) Further implementation of this Mutual Agreement shall be followed up by formulating Standard Operating Procedure (SOP), which is agreed between the PARTIES, which remains an integral part of this Mutual Agreement.
- (2) The SOP, as referred to in paragraph (1) shall be formulated by a Work Group consisting of representatives of the PARTIES in accordance with the needs, duties, and functions within 6 (six) months at the latest after the signing of this Mutual Agreement.
- (3) The Work Group, as referred to in paragraph (2), shall be formed through a Decree of the FIRST PARTY.
- (4) In the event that the SOP, as referred to in paragraph (1), has not been stipulated, it does not prevent the implementation of this Mutual Agreement.

Article 6

PERSONNEL INVOLVEMENT

- (1) The PARTIES shall appoint intermediary personnel/commissioned officer (Liaison Officer) who has duties in the implementation of data and information exchange for law enforcement purposes at sea as a representative of respective agencies.
- (2) The appointed intermediary personnel/commissioned officer (Liaison officer), as referred to in paragraph (1) shall conduct coordination/meeting at least 1 (one) time in a month.

Article 7

DATA AND INFORMATION CONFIDENTIALITY AND SECURITY

- (1) The PARTIES agree to exchange data and information regarding matters which are in relation to the implementation of this Mutual Agreement and will only be used for interest relating to the purpose and objective of this Mutual Agreement.

- (2) The PARTIES agreed to maintain the confidentiality of all data and information as referred to in paragraph (1) and will not provide to other parties without a written agreement from the PARTIES, unless for the purpose of implementing prevailing laws and regulations.

Article 8 DISSEMINATION

The PARTIES shall disseminate the implementation of this Mutual Agreement both jointly and respectively.

Article 9 FUNDING

All costs incurred due to the implementation of this Mutual Agreement shall be imposed on a budget of the PARTIES in accordance with their duties and responsibilities.

Article 10 TIME PERIOD, MONITORING AND EVALUATION

- (1) This Mutual Agreement shall be valid for 5 (five) year period since the signing by the PARTIES.
- (2) Monitoring and evaluation of the implementation of this Mutual Agreement shall be conducted by the PARTIES periodically, at least 1 (one) time in a year.
- (3) This Mutual Agreement may be extended or terminated before the period elapses based on an agreement of the PARTIES.
- (4) The PARTY, which will terminate this Mutual Agreement, shall submit a notification in writing to other PARTIES within 30 (thirty) business days at the latest before this Mutual Agreement elapses.

Article 11 MISCELLANEOUS

- (1) Any amendment and other matters which have not been regulated in this Mutual Agreement will be further determined based on an agreement of the PARTIES in the form of an addendum and shall remain an integral part of this Mutual Agreement.
- (2) This Mutual Agreement shall not rule out existing cooperation between the PARTIES.

Article 12 CLOSING PROVISIONS

- (1) This Mutual Agreement is made and signed on the day, date, month, and year as mentioned at the beginning of this Mutual Agreement, in 8 (eight) original copies, stamped and respectively have the same legal force after being signed by the PARTIES.
- (2) This Mutual Agreement is made with a good cooperation spirit to be implemented by the PARTIES.

THE FIRST PARTY

Signed.

Dr. PURBAYA YUDHI SADEWA, Ph.D.

THE THIRD PARTY

Signed.

Ir. R. AGUS. H. PURNOMO

THE FIFTH PARTY

Signed.

Drs. FIRLI, M.Si.

THE SEVENTH PARTY

Signed.

DADE RUSKANDAR, S.H., M.H.

THE SECOND PARTY

Signed.

HERU PAMBUDI, S.E., LL.M

THE FOURTH PARTY

Signed.

Ir. NILANTO PERBOWO, M.Sc.

THE SIXTH PARTY

Signed.

Drs. DIANTA BANGUN, M.Kes.

THE EIGHTH PARTY

Signed.

Prof. Dr. ERNA SRI ADININGSIH

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