



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PORT OF LOS ANGELES
AND
THE INDONESIA PORT CORPORATION
PT PELABUHAN INDONESIA II (PERSERO)

This Memorandum of Understanding (“MOU”) is entered into between the City of Los Angeles Harbor Department (also known as the **Port of Los Angeles**) acting by and through its Board of Harbor Commissioners, and the **Indonesia Port Corporation PT Pelabuhan Indonesia II (Persero)**, collectively referred to as the “Parties.”

WHEREAS, the Port of Los Angeles and the Indonesia Port Corporation (IPC) PT Pelabuhan Indonesia II (Persero) are both world leaders among seaports striving for best practices to improve global market competitiveness, digital supply chain efficiency, environmental programs, and security; and

WHEREAS, the Port of Los Angeles and the Indonesia Port Corporation (IPC) PT Pelabuhan Indonesia II (Persero) have successfully cooperated in the past, to produce a joint video to promote a trade route from the Tanjung Priok Port Jakarta of the Indonesia Port Corporation (IPC) to the Port of Los Angeles, and have also shared information regarding their respective port operations through informal visits and activities;

WHEREAS, the Port of Los Angeles and the Indonesia Port Corporation (IPC) PT Pelabuhan Indonesia II (Persero) desire to set forth their intent to further cooperate in the future.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I – PURPOSE OF THE MOU

The purpose of the MOU is to promote cooperation and best practices in the operation of international seaports through discussion, consultation, and the exchange of knowledge and ideas between the Parties. The Parties, the international maritime goods movement industry and the global communities surrounding both ports will benefit from the Parties' cooperative activities to develop strategies to improve port operations, commercial trade competitiveness, port infrastructure, digital supply chain efficiency, environmental programs, and security.

ARTICLE II – SUBJECT MATTER OF COOPERATION

A. The Parties may from time to time confer, discuss, cooperate and exchange information, to the extent each port in its sole discretion deems appropriate, on the following subjects:

1. Port Infrastructure Development and Management
 - a) Port Infrastructure
 - b) Road and Railway Infrastructure
2. Port Operations
 - a) Business Management Strategies
 - b) Digital Supply Chain Efficiency Strategies, including a 6-to-12-week pilot project with GE Transportation on the Port Optimizer that will be able to identify information on flow and visibility.
 - c) Information Technologies
 - d) Port and Maritime Safety and Security Policies, Initiatives and Training

3. Environmental Issues

- a) Energy Use and Alternative Energy Sources
- b) Pollution Reduction Technologies (Clean Engine Ocean Vessels, Rail Locomotives, Electric and Fuel Cell Trucks, and Cargo Handling Equipment)
- c) Global Environmental Associations (International Maritime Organization [IMO], (the International Convention for the Prevention of Pollution from Ships [MARPOL]).

4. Business and Trade Issues

- a) Financing Port Infrastructure
- b) Analytical Models for Evaluation of Port Business Cases
- c) Port Competition
- d) Trade between Indonesia and the Port of Los Angeles

5. Joint Training Activities with Employees

- a) On any of the above aforementioned subjects and agreed upon by both Parties

B. It is understood that the Parties may in the future broaden or narrow the scope of cooperation by amendment of this MOU. The Parties acknowledge that specific projects and programs requiring financial or staff commitments may require approval from one or both of the Parties' governing authorities, such as the Los Angeles Board of Harbor Commissioners, the Los Angeles Mayor and City Council, Indonesia Port Corporation (IPC), and Indonesia Ministry of Foreign Affairs. Any information shared under this MOU shall be considered public information that may be available to the public on request, as required under the California Public Records Act governing the Port of Los Angeles's activities.



ARTICLE III – DURATION AND TERMINATION OF THIS AGREEMENT

This Agreement shall remain in effect for five (5) years, unless prolonged or renewed by the Parties or terminated earlier by either Party by providing the other Party written notification of its intent to terminate this Agreement. In the event that either Party elects to terminate this MOU, the Parties shall conclude their current activities relating to the MOU and, if requested, shall return all documents evidencing shared information to the originating Party. This MOU will be effective upon signature by the authorized representative of each of the parties in both English and Bahasa.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding in Los Angeles, California, on December 12, 2019.

**PORT OF LOS ANGELES
CITY OF LOS ANGELES HARBOR DEPARTMENT**

**INDONESIA PORT CORPORATION
PT PELABUHAN INDONESIA II (PERSERO)**

By: _____
Eugene D. Seroka
Executive Director

By: _____
Elvyn G. Masassya
President Director