





# MEMORANDUM OF UNDERSTANDING BETWEEN THE INDONESIAN CHAMBER OF COMMERCE AND INDUSTRY (KADIN INDONESIA) AND THE U.S. DAIRY EXPORT COUNCIL (USDEC) AND THE NATIONAL MILK PRODUCERS FEDERATION (NMPF)

This Memorandum of Understanding (hereinafter referred to as the "MoU") is made and entered into by and among the following Parties:

- The Indonesian Chamber of Commerce and Industry (Kadin Indonesia), having its principal office at Menara Kadin Indonesia 29<sup>th</sup> Floor, Jalan H.R. Rasuna Said Block X-5, Kav. 2–3, Jakarta 12950, Indonesia, hereinafter referred to as "KADIN";
- The U.S. Dairy Export Council (USDEC), having its principal office at 2107 Wilson Boulevard, Suite 600, Arlington, VA 22201, United States of America, hereinafter referred to as "USDEC"; and
- 3. **The National Milk Producers Federation (NMPF)**, having its principal office at 2107 Wilson Boulevard, Suite 600, Arlington, VA 22201, United States of America, hereinafter referred to as "NMPF".

Each individually referred to as a "Party" and collectively referred to as the "Parties."

#### PREAMBLE

- 1. The Parties, acknowledging the growing importance of sustainable trade and investment in the agricultural and food sectors, and recognizing the potential for enhanced cooperation between the Republic of Indonesia and the United States of America, particularly in the field of dairy, hereby express their intention to cooperate on a voluntary basis.
- 2. This MoU is established as a non-binding framework for collaboration. It is entered into in good faith and shall not give rise to legal nor financial obligations under either international or domestic law. The purpose of this MoU is to articulate a shared vision and to promote collaboration in areas of mutual interest, particularly in strengthening trade linkages, supporting public nutrition efforts, and expanding knowledge exchange between the Parties.

# ARTICLE I PURPOSE

The purpose of this MoU is to enhance cooperation between the Parties in support of broader U.S.–Indonesia trade relations, the promotion of sustainable dairy trade to the mutual benefit of both countries, and the advancement of Indonesia's national goals in improving nutrition, particularly through the incorporation of school milk into its Free Nutritious Meals program.

# ARTICLE II SCOPE OF COOPERATION

The cooperation between the Parties under this MoU shall focus on, but not be limited to, the following areas:

- 1. The Parties intend to promote stronger bilateral engagement by facilitating dialogue on issues related to dairy trade and commerce between the United States and Indonesia. Through this cooperation, the Parties aim to highlight the role of U.S. dairy products in meeting Indonesia's growing demand for high-quality dairy, in a manner that complements and supports Indonesia's domestic dairy production, and which respects the national priorities of both Indonesia and the United States.
- 2. The Parties intend to support constructive engagement between relevant authorities and stakeholders on matters pertaining to regulatory procedures, including the registration of dairy facilities. Such cooperation shall be carried out with full respect for each country's legal frameworks, public health imperatives, and international commitments.
- 3. The Parties recognize the critical role of school milk programs in supporting child development, education, and national prosperity. The Parties intend to work collaboratively in promoting the integration of milk into national school meal programs in Indonesia, by sharing technical expertise, international best practices, and research-based evidence that supports improved learning outcomes and child health.
- 4. The Parties also intend to share relevant data and information on trade trends and market opportunities. The exchange of such knowledge is expected to support effective policymaking and program implementation, and to foster best practices across the dairy value chain.
- 5. The Parties may collaborate in public communication efforts to promote the benefits of dairy nutrition, especially in the context of child growth and school-based interventions. Where appropriate, the Parties may align messaging and coordinate with third-party stakeholders including government institutions, philanthropic organizations, and non-governmental organizations to support the broader success of national nutrition programs.

## ARTICLE III PRINCIPLES OF COOPERATION

Cooperation under this MoU shall be guided by the following principles:

- 1. First, all activities shall be undertaken on a voluntary basis and with mutual consent, subject to the availability of resources and internal procedures of each Party.
- 2. Second, the implementation of this MoU shall comply with the respective laws and regulations of the Parties.

- 3. Third, cooperation shall aim to generate mutual benefit, with a commitment to transparency and long-term sustainability.
- 4. Fourth, this MoU shall not be construed as a legally binding agreement, and shall not give rise to rights, liabilities, or financial obligations unless otherwise agreed in writing.

### **ARTICLE IV**

# IMPLEMENTATION AND COORDINATION

- 1. To implement this MoU, the Parties may designate representatives to serve as focal points. These focal points may coordinate communication, facilitate meetings, and monitor progress.
- 2. The Parties may, where appropriate, establish working groups or conduct technical dialogues to support the implementation of joint activities.
- 3. The Parties may also hold review meetings to evaluate the progress of cooperation under this MoU and to determine future areas of collaboration.

# ARTICLE V CONFIDENTIALITY

The Parties acknowledge that, in the course of implementing this MoU, they may exchange information that is sensitive or proprietary in nature. Each Party agrees to treat such information with due confidentiality and to refrain from disclosing it to third parties without the prior written consent of the originating Party, unless disclosure is required by applicable law.

# **ARTICLE VI**

## SETTLEMENT OF DIFFERENCES

Any differences arising out of the interpretation or implementation of this MoU shall be resolved amicably through consultation and negotiation between the Parties. This MoU shall not be subject to dispute resolution mechanisms, including adjudication or arbitration.

### ARTICLE VII AMENDMENT AND TERMINATION

This MoU may be amended by mutual written consent of the Parties. Any Party may withdraw from this MoU by providing written notice to the other Parties at least fifteen (15) business days in advance. The termination of this MoU shall not affect the continuation of ongoing activities unless otherwise agreed by the Parties.

### ARTICLE VIII DURATION

This MoU shall become effective upon the date of its final signature and shall remain in force until 31 December 2026. The MoU may be renewed or extended upon written agreement of the Parties.

## ARTICLE IX SIGNATURES

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, have signed this Memorandum of Understanding in Washington DC, USA, on the dates indicated below.

## For the Indonesian Chamber of Commerce and Industry (Kadin Indonesia)

Signature	:
Name	: Anindya Novyan Bakrie
Title	: Chairman
Date	:

## For the U.S. Dairy Export Council (USDEC)

Signature	:
Name	: Krysta Harden
Title	: President and CEO
Date	:

## For the National Milk Producers Federation (NMPF)

Signature	:
Name	: Gregg Doud
Title	: President and CEO
Date	: