

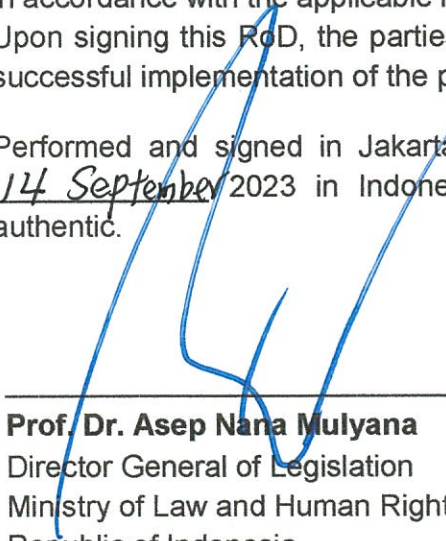
**RECORD OF DISCUSSIONS
BETWEEN
THE MINISTRY OF LAW AND HUMAN RIGHTS
OF THE REPUBLIC OF INDONESIA
AND
THE KOREA INTERNATIONAL COOPERATION AGENCY
ON
THE PROJECT FOR
THE ESTABLISHMENT OF INDONESIAN LAW INFORMATION SYSTEM**

The Ministry of Law and Human Rights (hereinafter referred to as “**MLHR**”) of the Republic of Indonesia and the Korea International Cooperation Agency (hereinafter referred to as “**KOICA**”), and collectively referred to as “**the Parties**”, have decided to conduct the Project for Establishment of Indonesian Law Information System (ILIS) (hereafter referred to as “the Project”).

The parties had already conducted series of discussions during Feasibility Study (2019), Online Survey (2020), Additional Modification in Korea (2021) and Need Assessment Study (2023) for the purpose of working out the details of the Project. As a result of the discussions, the Parties have agreed upon the following Record of Discussions (RoD) and jointly decided to present the details of RoD in the “Terms of Reference” as an integral part of this document.

The RoD is intended to establish a framework of cooperation for the implementation of the Project. The provisions under this RoD shall be conducted in accordance with the applicable laws, rules, and regulations of both countries. Upon signing this RoD, the parties agree to take necessary measures for the successful implementation of the project.

Performed and signed in Jakarta, Indonesia, in two (2) original copies on 14 September 2023 in Indonesian and English, all texts being equally authentic.



Prof. Dr. Asep Nana Mulyana
Director General of Legislation
Ministry of Law and Human Rights
Republic of Indonesia



Yun Gil Jeong
Country Director
Korea International Cooperation
Agency, Indonesia Office

Terms of Reference

I. Outline of the Project

1. Title

The title of the Project is “the Establishment of Indonesian Law Information System”.

2. Objectives

The objectives of the Project are as follows:

- a) To establish systematic development strategy for Indonesia’s legal system by sharing Korean experience in building Korea Law Information System;
- b) To improve administrative efficiency of Government Officials and enhance accountability of Indonesia government by utilizing the Indonesian Law Information System;
- c) To improve accessibility of public with law information service;
- d) To enhance the capacity of public officials and legal drafters of the Directorate General of Legislation (hereinafter referred to as “DGL”) by learning from Korea’s experience in the field of legislation

3. Duration

The duration of the Project will be sixty (60) months from year 2023 to 2028.

4. Project Site

The Project site is Ministry of Law and Human Rights, Jakarta, Indonesia and Korea.

5. Budget for the Project

- a) KOICA's budget for the Grant Aid Project will be no more than eight million five hundred thousand United States Dollars (USD 8,500,000) including the Project administration cost.
- b) MLHR shall secure the manpower and sufficient amount of its operating budget required for the completion of the undertakings stipulated in Article III.2.

6. Implementing Agencies:

The Parties agree that the Implementing Agencies for this Project are:

- a) On behalf of the Republic of Indonesia: DGL of MLHR
- b) On behalf of the Republic of Korea: KOICA

7. Components / Outputs

- a) Establishment of the Master Plan for ILIS
- b) Development of the ILIS
- c) Enhanced capacity of public officials related to ILIS

8. Hand Over of Outputs

After the completion of the activities mentioned in this RoD and its Annex, the outputs include all supporting data, information, software and hardware as well as copyrights of ILIS resulted by this project shall be under the ownership of MLHR.

9. Confidentiality

- a) The Parties shall maintain the confidentiality of information exchanged under this RoD which is marked as confidential and shall take all precautions reasonably necessary to protect such confidential information from unauthorized disclosure.
- b) Either Party shall obtain prior written consent from the Party that owns confidential information prior to disclose such information to any third party.
- c) KOICA can use the data available at MLHR after obtaining permission from MLHR during the implementation of the project, except the confidential data.
- d) After the completion of the Project, KOICA should not use the data without permission from MLHR.
- e) The provisions of this article will continue to apply notwithstanding the termination of this Term of Reference.
- f) The Provisions of this Article shall not prejudice the prevailing laws and regulations of the Parties.

II. Work Scope of the Project

1. Business Process Reengineering/Information Strategy Planning

Provide Business Process Reengineering/Information Strategy Planning (hereinafter referred to as "BPR/ISP") in order to establish a Master Plan for ILIS of MLHR.

2. Development of the ILIS

- a. Develop ILIS which shall be suitable for operation in the overall context of Indonesia
- b. Construct the ILIS to be utilized by the officials and people of Indonesia
- c. Provide equipment for the Project if necessary, including licence

3. Supporting System Operation and Maintenance

Operation and maintenance are supported for three(3) years after the launching ILIS service.

4. Dispatch of Korean Experts to Indonesia

Dispatch Korean experts to provide necessary consultations and training for the completion of the Project.

5. Training of MLHR's Officials and Staffs

Invite Indonesia officials and Staffs to share necessary knowledge, technology, skills and know-how for successful implementation of the Project with MLHR. The above training is also performed in Indonesia.

6. Reporting and Joint Workshop

- a. Prepare and submit the interim report and the final report.
- b. Organize and host a joint workshop for project launch and completion under the cooperation of MLHR, in necessary.

III. Undertakings of the Respective Parties

1. Undertakings of KOICA

In accordance with its laws and regulations in effect in the Republic of Korea and within its budgetary limitations stipulated in Article 1.5.A., KOICA, on behalf of the Korean Government, shall undertake the following activities:

A. Establishment of the Master Plan for ILIS

KOICA shall:

- a) Analyze ILIS development needs through identification, including but not limited to the current legal, legislative condition, and procedure in Indonesia.
- b) Analyze the business process of ILIS
- c) Establish a To-Be model for target system.
- d) Establish the strategic plan for the To-Be model.

B. Development of the ILIS

- a) According to the Master Plan, the KOICA shall develop the ILIS
- b) Outline of the sub-system of the ILIS is as follows:

Sub System	Functionality
Portal System	<ul style="list-style-type: none">· Retrieve Law Information· Inquiry of Law Contents List· Browse Contents of Law Information· PC and Mobile Accessible
Management System	<ul style="list-style-type: none">· User Management· Law Information Management
Law Editor	<ul style="list-style-type: none">· Law Information Input, Edit, Review and Load

- c) Program source and system documents will be provided including software architecture, database design, flow chart, etc.
- d) The detailed functions and contents of the ILIS shall be discussed by mutual consultation between KOICA and MLHR to the extent that budget allows.

C. Construction of Law Database

- a) KOICA shall be responsible for construction of Indonesia's law database with cooperation of MLHR.

The scope of DB construction is as follows:

- Constitution
 - The Decree of the People Consultative Council
 - Law and Government Regulation in Lieu of Law
 - Government Regulation
 - Presidential Regulation
 - Ministerial Regulation and government agencies regulations
- b) The specific law and regulations to be included in the DB will be finalized by the consultation of the both parties.

D. Dispatch of Korean Experts

- 1) The Korean experts are dispatched to Indonesia to share necessary knowledge, technology, skills, know-how and consultation for the Project. The details of the dispatch are as follows:

Work Scope	Activities	Number of experts
Project Management	<ul style="list-style-type: none"> • Preliminary survey, interim report and the final report • Long-term Project Management 	<ul style="list-style-type: none"> • 2 persons x 1~2 week(s) x 11 times
BPR/ISP	<ul style="list-style-type: none"> • Establish the Master Plan for Indonesian Legal Documentation and Information System 	<ul style="list-style-type: none"> • 5 persons x 1 week x 4 times
Prototype and DB Raw-Data	Collecting MLHR's needs and Indonesia Law Data (files, papers)	<ul style="list-style-type: none"> • 3 persons x 1 week x 4 times • 2 persons x 1 week x 2 times
System Development	<ul style="list-style-type: none"> • Requirements analysis • System design and Implementation • System Installation and Acceptance Test 	<ul style="list-style-type: none"> • 7 persons x 2 weeks x 6 times
DB Construction	<ul style="list-style-type: none"> • Long-term DB Construction Management 	<ul style="list-style-type: none"> • 1 person x 11 months x 1 time
Installation and configuration	<ul style="list-style-type: none"> • Hardware Installation • Software Installation • Configuration for ILIS 	<ul style="list-style-type: none"> • 1 person x 1 week x 1 time • 5 persons x 2 weeks x 1 time
Operation Support	<ul style="list-style-type: none"> • System Maintenance and Operation Support • DB Construction Operation Support 	<ul style="list-style-type: none"> • 3 persons x 1 week x 6 times • 2 persons x 1 week x 3 times, in necessary
Policy Consulting	<ul style="list-style-type: none"> • Legal Consulting 	<ul style="list-style-type: none"> • 1 person x 11 months x 2 times
Project's Performance Management	<ul style="list-style-type: none"> • 2024(Baseline), 2026(Mid), 2028(Final) 	

The number of dispatched experts and duration are subject to change depending on the result of discussion between KOICA and MLHR.

E. Transfer of Knowledge to Indonesia IT Team

Work Scope	Activities	Number of Experts
BPR/ ISP	Master Plan/ Action Plan	<ul style="list-style-type: none"> Manpower 5 person x 4 months in Korea On-Site Training: 15 days
Prototype	<ul style="list-style-type: none"> ILIS Requirements Preparation for DB Construction 	<ul style="list-style-type: none"> Manpower:3 persons x 4 months in Korea
SW Construction	<ul style="list-style-type: none"> Web Portal Input/Edit Tool Admin-System 	<ul style="list-style-type: none"> Manpower:4 persons x 12 months in Korea On-Site Training: 20 days
DB Construction	Inputting, Editing, Loading, and Inspecting in the DB	<ul style="list-style-type: none"> Manpower:1 months (Korean) 165 persons x 11 months (Indonesian)
Hardware Procurement	Purchasing, Transporting, Installing, Testing equipment	<ul style="list-style-type: none"> On-Site Training: 5 days
Maintenance and Operational Support	Continuously operating and evolving ILIS by Internalization of Know-how	<ul style="list-style-type: none"> Manpower:3 persons in Korea 11 persons in Indonesia

F. The Project Management Consultant

The Project Management Consultant, which will be selected by KOICA, will be responsible for managing the comprehensive implementation and procurement process of the Project in close cooperation with Ministry of Law and Human Rights taking into account the requirements agreed by the Participants.

G. Training Program for Indonesia Official

1) KOICA shall implement the training program in Korea and

Indonesia for effective transfer of knowledge and technical know-how to Indonesia officials and staff. The details of the training courses are as follows:

Training Course		Number of Trainees/Period	Location
Invitation Training	Policy Course	20 persons / 7 days / 1 time	Korea
	Operation Course	20 persons / 7 days / 1 time	Korea
	Technical Course	20 persons / 7 days / 1 time	Korea
	Law Draft Capacity Building Course	20 persons / 7 days / 2 times	Korea
On-site Training	For Advancing Law Information System	50 persons / 5 days / 2 times	Indonesia
	For Advancing Legal IT		

- 2) Detailed fields, contents and duration of respective training courses will be determined through further consultations between the Parties.
- 3) KOICA shall provide the costs of the training courses including round trip air tickets between Korea and Indonesia, accommodations, and allowances for the trainees according to KOICA's regulation.

H. Provision of Equipment

- 1) Equipment shall be provided for the Project stipulated in Attachment 2.
- 2) The equipment stipulated in Attachment 2 may be amended and the detailed specification will be decided by mutual consultation between KOICA and MLHR.
- 3) The quantity of the respective items shall be determined by the description in the Attachment 2.
- 4) The revision of the items and their specifications shall be determined through mutual consultation between the Parties to the extent that budget allows.

I. Submission of Report

KOICA shall share the following and other key progress reports in English with MLHR during implementation and upon completion of the Project.

- 1) The Master Plan
- 2) Initial report, Interim report, and Final report
- 3) KOICA shall arrange a joint workshop with the cooperation of MLHR. The joint workshop shall be held to publicize, evaluate and disseminate results of the Project on occasion of the hand-over on Service Launching.

J. Operational Support

KOICA shall support MLHR's operation and maintenance of the Law Information System for three(3) years after the launching of the ILIS service.

2. Scope of Undertakings by MLHR

In accordance with the laws and regulations in The Republic of Indonesia, MLHR shall take necessary measures for the successful implementation of the Project as follows:

A. Working Group for ILIS

- 1) MLHR shall set up a working group for implementing the project.
- 2) The working group shall include, at least, MLHR's officers, Indonesia's law directorate and ICT experts.
- 3) The working group shall provide the necessary data/information for the project.
- 4) The working group shall participate in decision-making on issues that arise during project.
- 5) The working group shall take responsibility for validating, acquiring and operating the project outputs.

B. Measures for the establishment of the Master Plan of ILIS

The MLHR shall provide necessary information (legislative procedure, lists of laws, etc.) for establishment of the Master Plan of ILIS

C. Measures for the development of the ILIS

The MLHR shall:

- 1) Provide necessary specifications, technical requirements, user's needs and other information for implementing the ILIS;
- 2) Support the various issues related to ILIS development if necessary.

D. Measures for the construction of law database

The MLHR shall:

- 1) Provide a list of laws, statutes, revision history, procedure of revision, etc. of Indonesia;
- 2) Provide KOICA with the guideline to update current law with enactment law and amendment law;
- 3) Validate the results of Indonesia's law database construction in the whole process.

E. Measures for Provision of Equipment

The MLHR shall:

- 1) Ensure proper storage, operation, maintenance, and repair of the equipment and material provided by KOICA;
- 2) Provide prompt customs clearance and exemption from harbor dues, import duties, other taxes, and public charges in accordance with the provisions of laws and regulations;
- 3) Use the equipment and material granted by KOICA exclusively for the Project;
- 4) Designate engineers or technicians who will learn how to operate, maintain, and repair the equipment.

F. Measures for the Invitation Program

The MLHR shall:

- 1) Nominate qualified candidates with good command of English for the training programs in Korea and in-country no later than six (6) weeks in advance of the commencement of the training course;
- 2) Ensure that the nominees will work for the Project and be available for employment in connection with the Project for at least one (1) year after their training in Korea.

G. Measures for the Dispatch of Experts

The MLHR shall:

- 1) Ensure the safety of the Korean experts and provide them with medical assistance and in the case of an emergency;
- 2) Grant the Korean experts' privileges, exemptions and benefits no less favorable than those granted to the experts of other countries performing similar missions;
- 3) Issue necessary entry and exit visas, travel documents etc., required for their stay in Indonesia in accordance with the provisions of laws and regulations;
- 4) Issue necessary permits and authorizations required for their implementation of the Project;
- 5) Provide a sufficient number of administrative and auxiliary personnel;
- 6) Provide drawings of the Project site, relevant data, statistics and documents as may be necessary for the experts to carry out the Project;
- 7) Protect the Korean experts from any claims against them resulting from, occurring in the course of, or otherwise connected with the performance of the tasks assigned to them in Indonesia except for those arising from the willful misconduct or gross negligence on their part;
- 8) Provide office space, furniture, stationary in the Internet Data Center (IDC) and other types of necessary assistance.

H. Participation of the Operating Organization

The MLHR shall:

- 1) Constitute an operating team in charge for the independent operation of the ILIS;
- 2) The operating team is responsible for ILIS operation after the end of the project, in particular, operating law database;
- 3) The operating team shall include some persons in charge of the task of promulgating Indonesia laws and regulations;
- 4) The operating team shall participate in SW construction (Article III.1.B), DB construction (Article III.1.C), and HW procurement, and will learn the know-how for independent operation;
- 5) The operating team shall participate as trainees during the training programs;
- 6) The operating team shall operate ILIS by communicating with the Korea team in the operation support and maintenance phase.

I. Administrative Measures

The MLHR shall:

- 1) Make sure the budget for the undertakings of the Indonesia side and bear other expenses necessary for implementing the Project other than the amount provided by KOICA;
- 2) Assign staff for the self-reliant operation of the system;
- 3) Designate responsible personnel for the preparation and implementation of the Project;
- 4) If requested by the Korea side, provide human resources such as assistant personnel and administrative staff;
- 5) Obtain all necessary approvals and consents from the authorities concerned as required by the laws and regulations in effect in Indonesia and settle all legal matters which could be brought about related to the implementation of the Project;

- 6) Translate and provide all the relevant documents of the project in English to support Korean experts during the project implementation;
- 7) Take appropriate measures to raise public awareness about the Project;
- 8) Hold a completion ceremony and install a commemorative monument signifying the completion of the Project;
- 9) Further details regarding the completion ceremony and commemorative monument (e.g., form, size, location, wording, etc.) shall be decided through the mutual consultation of the Parties;
- 10) Provide assistance in the preparation and submission of the Minutes of Handover of Goods/Services (Berita Acara Serah Terima/BAST) of the KOICA's grant to the MLHR. The Administration of Grant shall be in compliance with the Minister of Finance Regulation regarding procedure for loan and grant and Minister of Finance Regulation regarding the Administration of Grant Management;
- 11) Ensure that any existing projects would not overlap with other projects, including the completed, on-going or planned projects.

J. Measures for the workshop

Support KOICA's organization, preparation and arrangement of the joint workshop. In particular, the following measures require MLHR's support:

- a. Arrange workshop venues and facilities.
- b. Identify invitees and send letters of invitation to participants.
- c. Provide staff and other support for organizing the workshops.

K. Other Expenses

The MLHR shall seek support to cover miscellaneous expenses other than those covered by the undertakings of KOICA stated in the Article III.1.

IV. Initiation of the Project

The Project will be initiated upon

- 1) the budget approval for the corresponding fiscal year by the Government of the Republic of Korea and
- 2) the conclusion of Arrangement and Agreement between the Parties.

V. Mutual Cooperation and Consultation

1. KOICA and MLHR shall closely cooperate to implement the Project successfully. Both parties shall mutually consult on any major issues arising from or in connection with this "Terms of Reference". Further revisions and/or changes to this "Terms of Reference" may be made, if necessary, by mutual agreement.
2. Any document submitted by either party to the other party shall be in writing or through a wire or electronic medium which produces a tangible record of the transmission, such as a telegram, cable or facsimile.

VI. Intellectual Property Rights

1. Any intellectual property rights, data and information resulting from research activities conducted under this Terms of Reference shall be jointly owned by the Parties, and the Parties shall be allowed to use such property for non-commercial purposes free of royalty.
2. Should the intellectual properties rights, data and information resulting from the cooperation activities under this Terms of Reference be used for commercial purpose by one Party, the other Party shall be entitled to the royalties obtained based on the principle of equitable contribution. In such case, the object of research activities conducted under this Terms of Reference shall contribute as a part of the contribution of the Party from which the object is delivered. The value of the object as part of the contribution will be determined according to the agreement of the parties.

3. Scientific and technical information of a non-proprietary nature derived from the cooperative activities conducted under the Terms of Reference may be made available to the public through customary channels and in accordance with the normal procedures and law of the Parties and other governmental entities involved in the cooperative activities as under this Terms of Reference.
4. Specific cooperative projects and activities may be embodied in separate contracts between the Parties, which may cover the subject, procedures, and terms of cooperation to be taken, the entities involved, funding, and other appropriated matters related to the conditions of such cooperation.
5. Whenever either Party requires the cooperation of the third party for any commercial undertaking resulted from intellectual property covered by this Record of Discussions, the either party shall take the consent of the other party under this Record of Discussions.
6. Information transferred by on Party to the other under the Terms of Reference in accordance with the national law should be accurate to the best knowledge and belief of the transferring Party, but the transferring Party does not intend to warrant the suitability of such intention for any particular use or application by the receiving Party.

VII. Limitation of Personal Activities

Any persons engaged in activities related to this Terms of Reference shall respect political independence, sovereignty and territorial integrity of the host country, and shall avoid any activities inconsistent with the purposes and objectives of this Terms of Reference.

VIII. Amendment

Any Amendment to this Record of Discussions, Terms of Reference, and its Annexes may be made by mutual written consent of the Parties after consultation. The Amendment shall come into effect in such dates as will be determined by Parties and shall form an integral part of this Record of Discussions, Terms of Reference and its Attachment.

IX. Monitoring and Evaluation of the Project

A joint team appointed by the Parties will monitor and evaluate the Project. The Parties shall take necessary measures in accordance with the results of the evaluation. The overall scope of the joint team is as follows:

1. The Parties shall conduct an interim-evaluation (interim report) and end-evaluation (final report) of the Project.
2. MLHR shall be responsible for monitoring the outcome of the Project after the completion of the Project.
3. MLHR shall continue to collect data for end-evaluation implementation, which will be determined concretely later through further consultations between the Parties, within at least two (2) years after the completion of the Project.
4. MLHR shall support evaluations of the Project by providing relevant staff and information on the Project.

X. Promotion of Understanding and Support for the Project.

1. For the purpose of promoting awareness with regard to the Project in Indonesia, MLHR shall take appropriate measures to publicize the Project to the people of Indonesia.
2. MLHR shall hold a completion ceremony and install a monument signifying the completion of the Project. Further details (e.g. form, size, location, wordings, etc.) may be determined by mutual consultations of the Parties.

XI. Settlement of Dispute

Any Dispute arising concerning the interpretation or the implementation of the Project shall be settled through consultation or negotiation between the parties.

XII. General Timeline for Implementing the Project

The general timeline for the Project is included in Attachment 1. However, the actual schedule and details shall be determined according to the

implementation of the Project and may be amended by further consultations between the Parties.

XIII. Termination

Each Party acknowledges that it will perform its commitments under Section II of the Terms of Reference in good faith. If either Party fails to perform its commitments pursuant to Section II and such failure adversely and materially impacts performance, schedule or costs of or in connection with the Project from a reasonable perspective, the Project may be terminated in whole or in part upon mutual discussion between the Parties.

Attachment

1. General Timeline of the Project (Tentative)
2. List of Equipment for the Project (Tentative)

[Attachment 1]

General Timeline of the Project (Tentative)

Main activities	2023				2024				2025				2026				2027				2028			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Project Preparation			■	■	■																			
Establishment of the Master Plan of Indonesia legislation					■	■																		
Development of the Indonesian Law Information System						■	■	■	■															
Operational Support													■	■	■	■	■	■	■	■	■	■	■	■
Training Program																								
- In Korea						■				■				■				■				■		
- In Indonesia											■	■							■	■				
Experts Dispatch					■	■	■	■	■				■				■				■			
Policy Consulting					■	■	■	■	■															

※ The above timeline is subject to change upon mutual consultation.

no

[Attachment 2]

List of Equipment & Materials (Tentative)

Types		Quantity
System Implementation (Hardware)	WEB Server	2
	WAS Server	2
	DB Server	2
	Index/Search Server	1
	Backup Server	1
	Cluster Server	2
	Monitoring Server	1
	SAN Switch	2
	Backbone Switch	1
	L2 Switch	3
	L4 Switch	1
	Storage	1
	Backup Storage	1
	UTM (VPN, IPS)	1
	Web Firewall	1
	SVR UPS	1
Rack	2	
System Implementation (Software)	WEB/WAS Solution	2
	DBMS	2
	DBMS 3 Years Warranty	2
	Backup Solution	1
	Search Solution	1
	Cluster Solution	6
	Monitoring Solution	1
	Anti-Virus for Server	11
Server Implementation	IDC Fees (or Server In-door Facilitation)	1

※ Three-years maintenance

※ The details of the items and quantities above are subject to change in the actual implementation stage of the Project by mutual consent of KOICA, PM and MLHR. Also, budget support for desktop or laptop computers that state usage for management shall be determined by mutual agreement.

[End of Terms of Reference]