### MEMORANDUM OF UNDERSTANDING

# RADIO TELEVISION HONG KONG AND THE PUBLIC BROADCASTING AGENCY RADIO REPUBLIC OF INDONESIA

#### ABOUT

# COLLABORATIVE PRODUCTION OF COMMUNITY PROGRAM AND EXCHANGE OF NEWS FOOTAGE

### NUMBER: ..... NUMBER: 480/DU/RRI/VII.HK.03.01/02/2024

On this day, the date nineteenth (19<sup>th</sup>), the month February, and the year two thousand twenty-four (2024), at Jakarta, we are signed below:

I. MR. CHEUNG KWOK CHOI : In his position as DIRECTOR OF BROADCASTING, RADIO TELEVISION HONG KONG (RTHK), he is therefore acting for and on behalf of Radio Television Hong Kong.

Hereinafter referred to as The First Party.

II. MR. I HENDRASMO

: In his position as President Director of LPP RRI, he is therefore authorized to act on behalf of LPP RRI.

Hereinafter referred to as The Second Party.

In accordance with their respective positions and authorities, THE PARTIES agree to implement a Joint Agreement concerning COLLABORATIVE PRODUCTION OF COMMUNITY PROGRAMME AND EXCHANGE OF NEWS FOOTAGE with the following terms and conditions:

### Article 1 PURPOSE AND OBJECTIVES

- (1) This Joint Agreement is intended as a guideline for the PARTIES in carrying out cooperation on COLLABORATIVE PRODUCTION OF COMMUNITY PROGRAMME AND EXCHANGE OF NEWS FOOTAGE.
- (2) This Joint Agreement aims to support each other in disseminating information to Indonesia, the Indonesian community in Hong Kong and/or to the wider community.



# Article 2

# OBJECT

The object of this joint agreement is to build people-to-people bond between the two regions through joint production of broadcast content and exchange of news footage by RTHK and LPP RRI.

#### Article 3 SCOPE

- 1. RTHK and LPP RRI jointly serve as communication channels to enhance mutual understanding between residents in their respective regions.
- 2. RTHK and LPP RRI cooperatively produce programs or exchange program segments for broadcasting on their respective platforms.
- Exchange of newsroom footage between RTHK and LPP RRI to provide their audiences with enhanced coverage of important events occurring in each other's regions.
- 4. RTHK and LPP RRI collaborate to promote one another's presence in their respective regions via websites and social media platforms that they administer.
- 5. RTHK and LPP RRI aim to provide their producers and journalists opportunities to expand their international experience at one another's stations.

### Article 4 IMPLEMENTATION

- (1) The implementation of this collective agreement will be followed up by the parties with a cooperation agreement in accordance with the scope as intended in Article 3 of this collective agreement.
- (2) For the implementation of the cooperation agreement as intended in paragraph
  (1), the parties can appoint their respective devices and/or work units in accordance with their duties and functions.

#### Article 5 TIME PERIOD

- (1) This cooperation agreement is valid for a period of three (3) years from the date it is signed and can be extended based on the agreement of the parties.
- (2) A party who intends to extend this cooperation agreement is obliged to notify the other party in writing no later than three (3) months before this cooperation agreement ends.



#### Article 6 CORRESPONDENCE

(1) All matters relating to the implementation of this collective agreement must be submitted in writing and can be submitted by letter, registered letter, and/or email to the parties as follows:

FIRST PARTY: RTHK Radio & Corporate Programming Directorate Address: Broadcasting House, 30 Broadcast Drive, Kowloon, HKSAR. Telephone: (852) 23396515 E-mail: leehw@rthk.hk

SECOND PARTY: LPP RRI Program and Production Directorate Address: Jalan Medan Merdeka Barat Number 4-5 Central Jakarta, Indonesia. Telephone: (+62)89665304459 Email: bidkjm6@gmail.com

- (2) Unless otherwise specified in this Collective Agreement, all notifications and correspondence relating to the implementation of this Collective Agreement are deemed to have been delivered when:
  - a. The date of receipt, if sent personally or via courier service;
  - b. If the letter is sent via registered mail, then 3 (three) calendar days after sending; And
  - c. When the news is received by the person concerned, whether via fax or telex.
- (3) All notifications and documents relating to this agreement are executed in Indonesian.
- (4) Any change of address, whether to the address of the first party or the second party as intended in paragraph (1), must be notified in writing to the other party no later than 7 (seven) working days in advance.
- (5) If there is no written notification, then the address listed in paragraph (1) is legally the valid and valid address.

### Article 7

#### **RIGHTS AND OBLIGATIONS OF THE FIRST PARTY**

- (1) FIRST PARTY RIGHTS:
  - a. Obtain broadcast time allocation at LPP RRI in the program jointly produced with the Second Party;
  - b. Obtain publication materials, news materials, photos, videos, and others provided by the Second Party subject to mutual agreement;
  - c. Further develop staff expertise by engaging in cooperative training and learning initiatives administered by the Second Party.



(2) FIRST PARTY OBLIGATIONS:

- a. Provide publication materials and news materials in the form of releases, photos, videos, and others subject to mutual agreement;
- b. Socialize LPP RRI as a communication channel for the Hong Kong-Indonesian Society:
- c. Socialize the Second Party's streaming and news portals through the First Party's official website and social media;
- d. Provide representatives available to assist with programs and policies led by the Second Party.

#### Article 8

#### SECOND PARTY RIGHTS AND OBLIGATIONS

#### (1) SECOND PARTY RIGHTS:

- a. Obtain broadcast time allocation at RTHK in the program jointly produced with the first party;
- b. Obtain publication materials, news materials, photos, videos, and others provided by the First Party subject to mutual agreement;
- c. Become a channel for community aspirations that are socialized by the First Party:
- d. The Second Party's streaming link and news portal are socialized by the First Party through the website and social media managed by the First Party.

#### (2) SECOND PARTY OBLIGATIONS:

- a. Prepare broadcast programs as a channel for citizens' aspirations;
- b. Produce publications in the form of adlibs and/or talk shows or dialogues about First Party programs and policies;
- c. Socialize First Party programs down to sub-district, village, or village level;
- d. Provide education and training to increase the capacity of first-party HR provided by the LPP RRI Multiplatform Broadcasting Center (MBC).

# Article 9

#### FINANCING

Costs incurred in connection with the implementation of this cooperation agreement are the responsibility of each party in accordance with statutory provisions.

### Article 10 **DISPUTE RESOLUTION**

If in the future a dispute arises either relating to differences in the interpretation or implementation of this Cooperation Agreement, the parties agree to resolve the dispute by deliberation to reach a consensus.



### Article 11 FORCE MAJEURE

- (1) If things happen beyond the capabilities of THE PARTIES or are referred to as force majeure and result in the contents of this Cooperation Agreement not being able to be implemented either in whole or in part, then THE PARTIES will adjust the contents of this Cooperation Agreement, and if it is not possible to make adjustments, respectively, each party will not make any claims, and any losses arising from this will be resolved by deliberation by the PARTIES in order to achieve the best possible resolution.
- (2) What is meant by force majeure in this Cooperation Agreement includes natural disasters, riots, rebellions, and strikes, which are clearly stated as force majeure, as well as fundamental changes in government policy in the financial and monetary sectors, as well as these conditions resulting in a direct causeand-effect relationship with the losses experienced by THE PARTIES.

### Article 12 TERMINATION OF COOPERATION

- (1) This cooperation agreement will end if:
  - a. The term of the cooperation agreement ends;
  - b. The parties agree to terminate the cooperation agreement before the term ends; and
  - c. There are provisions in laws and regulations or government policies that do not allow this cooperation agreement to take place.
- (2) The termination of the Cooperation Agreement as intended in paragraph (1) letters b and c is stated in the Minutes of Agreement Termination signed by THE PARTIES.

### Article 13 MONITORING AND EVALUATION

The parties agree to carry out monitoring and evaluation of the implementation of this cooperation agreement periodically, at least once a year, as initiated by the first party.

# Article 14

### AMENDMENT/ADENDUM

Any changes and/or additions that will be made, as well as matters that are not sufficiently regulated in this MOU, will be further regulated with written approval from the parties and set out in a cooperation agreement or in the form of an amendment, which is an inseparable part of the work agreement.

Thus, this cooperation agreement is made and signed on the day and date mentioned above in two (2) copies with sufficient stamp duty, each having the same legal force: one copy for one party and one copy for the second party.

THE FIRST PARTY,

THE SECOND PARTY,

Director of Broadcasting, RTHK. Witness by: 1. Mr. Lee Hin Wah 2. Mr. Mistam

