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| **Article-1 Title**  **Business Relationship Agreement**  **Article-2 Preamble**  THIS AGREEMENT made in this day of dd,  mm, 20yy, by and between PT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporation organized and existing under the laws of Indonesia, and having its principal office at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “A”) and PT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporation organized and existing under the laws of Indonesia, and having its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as “B”); | **第1項　表題**  **業務提携契約**  **第2項　前文**  本契約は、20yy年mm月dd日、インドネシア法に基づいて設立され、存続する法人で、その主たる事務所を\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_（以下、”甲”という）と、インドネシア法に基づいて設立され、存続する法人で、その主たる事務所を\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_に有するPT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_（以下、“乙”という）との間において締結される。 |
| **Article-3 Whereas Clause**  WHEREAS, A is engaged in the business of manufacturing various products; and WHEREAS, B represents and warrants that it has been engaged in the business of procurement for materials and selling products in Indonesia, and provide factory space for that purpose; and WHEREAS, A is desirous of selling products in Indonesia, and, for that purpose, is desirous of hiring the support services of B. NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, hereinafter set forth, the receipt of which is hereby acknowledged, it is agreed between the parties as follows:   1. Refer to attached paper “A\_B Business Relationship Detail” for the business sharing. 2. Support services of B are hereinafter; 3. A part of PMA establishing procedures 4. Recruitment of local human resource 5. Advice for labor control 6. Arrangement of office facility 7. Installment of management system 8. Accounting/Taxation for starting stage 9. Providing market information in Indonesia 10. Facility utilizing fee 11. Start-Up Date. A shall pay B a monthly fee commencing from the date that (a) B has completed the remodeling to the existing building, attachment, fixture, machine equipment and appurtenance on the Properties; and (b) A completed its initial installation of all equipment and attachments necessary for the production of its products (completion date of aforesaid both (a) and (b) shall hereinafter be referred to as “Start-Up Date”). A shall inform B in writing the actual date of the Start-Up Date. For avoidance of any doubt, no fee shall be accrued or payable by A to B for the period before the Start-Up Date. 12. Fee. Commencing from the Start-Up Date, A shall pay B a monthly fee (the “Fee”), which shall be monthly the sum of: 13. monthly fee of　Rp.\_\_\_\_\_\_\_\_\_   3.3 Payment.  Monthly payment shall be made at the end of each next month. Actual expenses such as electricity, communication fee, water charge, Industrial estate management fee and others shall be included in this rental fee. | **第3項 前文の説明事項**  甲は種々の製品を製造することに従事し、  乙は資材の調達および製品の販売に従事すること、ならびに工場スペースを提供することを保証し、甲はインドネシアにおいて製品を販売することを望むことから、乙からの支援サービスを受けることを望んでいる。  よって約束ならびに相互の便宜を鑑み、ここに双方が以下の契約に合意したことを確認する。   1. 両者の業務分担については別紙“甲\_乙業務提携詳細図”を参照する。 2. 乙からの支援サービスとは以下の項目を言う； 3. 現地法人設立手続きの一部 4. ローカル人材採用 5. 労務管理のアドバイス 6. 事務所什器手配 7. 管理システム導入 8. 立上当初の会計・税務処理 9. インドネシア市場情報の提供 10. 施設使用料金   3.1 開始日．甲は乙に対し（a）乙が本物件における既存の建物、建物付属、構築物、機械設備および備品に対して、改修工事を完了し、且つ（b）甲がその製品の製造のために必要なすべての設備および付帯設備の初期設置を完了した日付から月額料金の支払を開始するものとする。（以下、前述の（a）および（b）双方の完了日を“本開始日”という。）甲は、乙に対し、本開始日の実際の日付を書面で知らせるものとする。誤解を避けるために、本開始日前の期間は、料金は発生しないものとし、甲は乙に対し、料金を支払う義務を負わないものとする。  3.2　料金．本開始日から開始することとして、甲は乙に月額料金を支払うものとし、その金額は以下の項目の合計とする。  (1)　月額料金Rp.\_\_\_\_\_\_\_\_\_\_\_\_\_  3.3　支払い．  毎月分の支払いは翌月の月末とする。最初の月は20yy年mm月とする。電気代、通信費、水道料、管理費などの実費は賃貸料金に含まれる。 |
| **Article-4 Term**  This Agreement shall be valid and in force for a period of（three）3 years commencing on the date appearing on the first page of this Agreement upon the signing by both A and B and shall be automatically renewed thereafter on a year-to-year basis, unless either of the parties hereto gives the other party at least thirty（30） days prior written notice to terminate this Agreement before the expiration of the original term or any such extension of this Agreement.  However, continuity for the consequent contract shall be discussed while this agreement is effective. | **第4項 契約期間**  本契約の有効期間は両者の署名日から3年間とし、いずれかから30日前に書面で通告が無い限りにおいて毎年自動で更新される。  3年後以降の契約条件については本契約の期間中に検討される。 |
| **Article-5 Condition**  The obligations of the parties hereto under this Agreement are subject to obtaining of any and all required approvals, validations and licenses of government of Indonesia. | **第5項 発効条件**  本契約上の双方の関係者は、必要とされるインドネシア政府のあらゆる承認、批准ならびに免許を取得することが義務付けられる。 |
| **Article-6 Notice**  Any notice made in relation to this Agreement or performance thereunder shall be sent to the addresses first above written or such other address as the intended recipient previously shall have designated by written notice, by prepaid registered airmail written in English or facsimile including e-mail, followed by a confirmation letter by prepaid registered airmail. When the letter or facsimile is dispatched as provided for above, the notice shall be deemed to be made when the letter or facsimile arrives at the addressee, or if it fails or is delayed in arrival, on the seventh（7th） business day following the date of Mailing thereof in the case of a letter, and on the next business day in the case of facsimile or e-mail. | **第6項 通知条項**  いかなる通知も手紙、ファクシミリあるいは電子メールで伝えられることとし、発信したことにより相手に通知したものと見做す。仮に受信が遅れた場合でも7日後には届いたものと見做す。 |
| **Article-7 Assignment**  Neither this Agreement nor any rights or obligations hereunder shall be assignable by either party hereto without prior written approval of the other party, nor shall any attempted assignment without the express prior written consent be null and void. | **第7項 契約譲渡**  契約上の権利・義務契約上の地位の譲渡は相手方の書面による承認がなければ出来ない |
| **Article-8 Force Majeure**  Any delay or failure of performance of any part or the whole of this Agreement by either party hereto shall be excused if and to the extent caused, directly or indirectly, by occurrences beyond such party's or parties' control, including, but not limited to, fire, flood, tidal wave, earthquake, lightning, typhoon, hurricane, cyclone, plague or other epidemic, explosion accident or breakdown, acts of God, war, blockade, embargo, seizure, threat of war, warlike condition, detention, insurrection, mobilization, riot, civil commotion, revolution, sanction, looting, strike, labor dispute, labor trouble, lockout, industrial disturbance, shortage or control of power supply, lack of the usual means of transportation, closing of exchanges, nationalization, prohibition of import or export, refusal by a government to issue approval or license or to remove any restriction with regard to this Agreement, hostilities, or any cause or causes, whether similar or dissimilar to those already specified, which cannot be controlled by such party or parties. If as a result of legislation or governmental action, any party or parties are precluded from receiving any benefit to which they are entitled hereunder the parties hereto shall review the terms hereof so as to restore the party or parties to the same relative positions as previously obtained hereunder. Written notice of occurrence of Force Major shall be given by the affected party to the other party with reasonable promptness. | **第8項 不可抗力**  天災地変（acts of God）、ストライキ、火災、法令による制限、その他当事者の支配できない事情による義務不履行については、当事者は責任を負わない。 |
| **Article-9 Hardship**   1. Should the occurrence of events not contemplated by the parties fundamentally alter the equilibrium of the present contract thereby placing an excessive burden on one of the parties in the performance of its contractual obligations, That party may proceed as follows: 2. The party shall make a request for revision within a reasonable time from the moment it become aware of the event and of its effect on the economy of the present contract. The request shall indicate the grounds on which it is based. 3. The parties shall then consult one another with a view to revising the contract an equitable basis, in order to ensure that neither party suffers excessive prejudice. 4. The request for revision does not of itself suspend performance of the contract. 5. If the parties fail to agree on the revision of the contract within time limit of 90 days of the request, the contract remains in force in accordance with its original terms.（or either party may bring the issue of revision before the arbitral forum, if any, provided for in the contract, or otherwise the competent courts.） | **第9項 事情変更**   1. 通常の不可抗力では、経済変動があったような場合には適用されないので、著しい経済変動等により当事者の義務の履行が困難になった場合には、当事者の義務の履行が緩和され、あるいは契約の改訂について協議を行う。 2. 契約書の変更が必要な場合はその背景を明確にして、適正な時間の余裕を持ってその変更を要求する。 3. 関係者はお互いに同等の立場で相談し、いずれの側にも過大な負担が生じないようにする。 4. 変更要求により契約の内容が停止することはない。 5. 90日以内に合意に至らない変更は無効となり、元々の契約が有効となる。（その場合、法廷に持ち込むことも可能である。） |
| **Article-10 Arbitration**  All disputes, controversies or differences which may arise between the parties, out of or in relation to or in connection with this Agreement, or the breach thereof, which cannot be resolved by the parties after discussion in good faith attempting to reach an amicable solution, shall be finally settled by arbitration in Jakarta, in accordance with the Commercial Arbitration Rules of The Indonesia Commercial Arbitration Association (BANI). The award of the arbitrator（s）shall be final and binding upon the parties hereto. | **第10項 仲裁**  契約の当事者は契約に関する紛争について、インドネシアの商業裁定機関(BANI)の仲裁によって解決する事を合意することができる。 |
| **Article-11 Governing Law**  This Agreement shall be governed by and construed in accordance with the laws of Indonesia. | **第11項 準拠法**  準拠法をインドネシア法とする。 |
| **Article-12 District Courts**  The parties hereby consent to the sole and exclusive jurisdiction of the district courts located within Jakarta, Indonesia（hereinafter referred to as "Jakarta Court）notwithstanding that this Agreement may have been negotiated and/or signed in, or by a resident of, any other state or foreign country, and further, agree that if an action is commenced in any other jurisdiction, then on the request of（and sole option of）BANI, The parties shall cause a dismissal or transfer of the action to the Jakarta Court.  All disputes that may arise between the parties out of or in relation to this contract shall be settled by the district courts located within the city in which the defendant resides, unless otherwise agreed between the parties. | **第12項 裁判管轄**  契約当事者は、紛争が発生し訴訟する場合はBANIでの調停を依頼するが、そこで解決しない場合は、ジャカルタの裁判所に訴訟する。 |
| **Article-13 Severability**  The provisions of this Agreement shall be deemed to be severable, and any invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions this Agreement. | **第13項 契約の分離**  契約の一部の条項が独禁法その他の強行法規もしくは政府の指導により当該国で違法となり履行できなくなった場合、当該条項だけが無効となり契約書の他の部分の有効性には影響しない。 |
| **Article-14 No Waiver of Rights**  The failure of either party hereto to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provisions. No waiver by either party hereto of any right hereunder or of any right on failure to perform or breach by the other party shall be deemed as a waiver of any other right hereunder or of any right on any other failure or breach by such other part whether of a similar nature or otherwise. | **14項 権利の非放棄**  契約法上は本来有している権利でも、それを行使しないと権利放棄したと見なされる場合がある。 |
| **Article-15 Language**  This Agreement shall be executed both in English and in Bahasa Indonesia, but in the event of any difference or inconsistency between the versions of this Agreement, the English version shall prevail in all respects. | **第15項 使用言語**  英語とインドネシア語の言語を用いて契約書を作成するが、その解釈について差違が生じた場合には、英語による正本の方を優先する。 |
| **Article-16 Heading**  The headings in this Agreement are for purposes of convenience only and shall not limit or otherwise affect any of the terms or provisions hereof. | **第16項 見出し**  見出しは利便性のためにあり、契約書の解釈には直接影響を与えない。 |
| **Article-17 Entire Agreement**  This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement, and supersedes all prior discussions, agreements, understandings of any and every nature, whether written or oral, between the parties with respect to the subject matter of this Agreement, and no condition, definition, warranty or representation other than expressly provided for in this Agreement with respect to the subject matter of this Agreement shall be binding upon either party hereto. Any amendment, modification, change or alteration of this Agreement shall be made in writing which expressly refers to this Agreement and which is signed by a duly authorized officer or representative of the parties hereto. | **第17項 完全合意**  この契約は当事者間のすべての合意を記載したものであり、これまでのすべての合意（口頭であれ書面であれ）にとって代るものでありまた、当事者間の書面による合意がなければ修正できない。 |
| **Article-18 Close**  IN WITNESS WHEREOF the parties hereto have on the day and year first above written caused this Agreement in duplicate to be executed by their duly authorized officers or representatives. | **第18項 終わりに**  契約書の末尾に、契約を証するため書面を作成する。 |
| A  Signature :  Name:  Title :  B  Signature:  Name :  Title : | 甲  署名：  氏名：  役職：  乙  署名：  氏名：  役職： |