

**AGREEMENT**  
**between**  
**THE INDONESIAN NATIONAL BOARD OF ARBITRATION**  
**and**  
**THE JAPAN COMMERCIAL ARBITRATION ASSOCIATION**

Being convinced that a wider use of commercial arbitration would lend confidence and stability to commercial transactions between Indonesia and Japan, the Indonesian National Board of Arbitration (referred to as "Board") and the Japan Commercial Arbitration Association (referred to as "Association") have agreed henceforth to recommend that enterprises engaged in trade between the two countries should insert in their contracts the following clause:

"All disputes, controversies or differences which may arise between the parties out of or in relation to this contract, shall be finally settled by arbitration. The place of arbitration shall be, unless otherwise agreed between the parties, the country in which the respondent resides.

In case the respondent is an Indonesian enterprise, the arbitration shall be held at the Indonesian National Board of Arbitration under the Rules of Arbitral Procedure thereof.

In case the respondent is a Japanese enterprise, the arbitration shall be held at the Japan Commercial Arbitration Association under the Commercial Arbitration Rules thereof."

The Board and the Association will cooperate in advancing international commercial arbitration through increased use of the facilities of their organizations and will advise each other concerning mutual policies and progress in the interest of Indonesia-Japan trade.

This Agreement shall be known as the Indonesia-Japan Commercial Arbitration Agreement and has been prepared in two authentic copies in the English language.

THE INDONESIAN NATIONAL BOARD  
OF ARBITRATION

Prof. R. Subekti  
Chairman

Jakarta, June 19, 1980

THE JAPAN COMMERCIAL ARBITRATION  
ASSOCIATION

Shigeo Nagano  
President

Tokyo, June 6, 1980