

AGREEMENT BETWEEN
THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
ON EXCAVATION, COLLECTION AND REPATRIATION OF THE REMAINS
OF JAPANESE SOLDIERS WHO DIED IN THE SECOND WORLD WAR
IN THE PROVINCE OF PAPUA AND THE PROVINCE OF WEST PAPUA,
THE REPUBLIC OF INDONESIA

The Government of Japan and the Government of the Republic of Indonesia (hereinafter referred to as "the Parties");

Taking into account the interests of the Government of Japan in collecting and repatriating the remains of Japanese soldiers who died in the Second World War in the Province of Papua and the Province of West Papua, the Republic of Indonesia (hereinafter referred to as "the remains of Japanese soldiers");

Bearing in mind the importance of economic and social development, the benefit of local people and the conservation of historical and tourism resources in the Province of Papua and the Province of West Papua, the Republic of Indonesia;

Considering the friendly relations and existing cooperation between the Parties and the people of the two countries;

Desiring to intensify cooperation between the Parties on the basis of the principles of humanity, equality, mutual benefit, mutual understanding and mutual respect;

Have agreed as follows:

Article I

This Agreement shall serve as a cooperation framework between the Parties for conducting excavation, collection and repatriation of the remains of Japanese soldiers.

Article II

For the purposes of this Agreement:

1. the term "excavation" means an activity to systematically dig the ground for the purpose of gathering data and finding the remains of Japanese soldiers in *in situ* condition by using archaeological methods;

2. the term "collection" means an activity to collect the remains of Japanese soldiers found on the surface of the ground or underground and any materials attached on them in *in situ* condition by using archaeological methods;

3. the term "repatriation" means an activity to return the cremated remains of Japanese soldiers to their places of origin; and

4. the term "remains" means human skulls, bones, teeth or other human body parts.

Article III

1. All activities under this Agreement, *inter alia*, excavation, collection and repatriation, shall be implemented in accordance with the applicable laws and regulations of the Republic of Indonesia and in line with the policies of the Government of the Republic of Indonesia and local social norms as well as subject to approval in writing by the respective governments of the Province of Papua and the Province of West Papua.

2. Activities of excavation and collection shall respect the environment and historical nature and economic benefits of the site in which the remains of Japanese soldiers are presumed to exist.

3. The Parties shall recognize the value of genetic resources and traditional knowledge. The Government of Japan shall prevent any misuse or misappropriation of the genetic resources and traditional knowledge gained from activities of excavation and collection of the remains of Japanese soldiers.

Article IV

1. In order to obtain a permit, the Government of Japan shall submit an annual work plan with a general project proposal at the latest six (6) months prior to the commencement of the activities, and details of the activities described in the plan (hereinafter referred to as "the planned activities") at the latest four (4) months prior to the commencement of each activity, to the Government of the Republic of Indonesia. The Government of the Republic of Indonesia shall convey to the Government of Japan its decision regarding the provision of permit for the annual work plan and details of the planned activities.

2. The annual work plan and details of the planned activities shall include schedules, sites, dates, durations, personnel involved and other related matters.

3. In case the Government of Japan wishes to change the contents of the annual work plan and details of the planned activities after the decision referred to in paragraph 1, any modification or addition of activities shall require the approval by the Government of the Republic of Indonesia.

4. The Parties designate the following authorities as focal points for the implementation of activities under this Agreement:

(a) With respect to the Government of the Republic of Indonesia: the Ministry of Education and Culture of the Republic of Indonesia; and

(b) With respect to the Government of Japan: the Ministry of Health, Labour and Welfare of Japan.

5. With a view to ensuring smooth and effective implementation of the activities under this Agreement, the planned activities permitted by the Government of the Republic of Indonesia shall be jointly disseminated by the Parties to the local governments of the place where the activities will be carried out, after consultation between the Parties.

6. Surveying, excavation, collection and identification of the remains of Japanese soldiers shall be conducted by a technical team consisting of experts and representatives of the Parties (hereinafter referred to as the "Joint Technical Team") which shall be led by a representative of the Government of the Republic of Indonesia. Where necessary, local people may be requested to participate in the Joint Technical Team. The Parties shall ensure the Joint Technical Team will not conduct any activities outside the scope of this Agreement.

7. The Joint Technical Team shall make records and documentation of the activities of surveying, excavation, collection and identification of the remains of Japanese soldiers and submit them to the Parties within a short period of time after the completion of each activity for evaluation purposes by the Government of the Republic of Indonesia.

8. The handover of the remains of Japanese soldiers shall be done together with the signing of minutes of the handover between the competent authorities of the Parties and in the presence of the parties concerned.

9. In the event that the Government of Japan wishes to conduct DNA analysis of the handed over remains of Japanese soldiers, such DNA analysis shall be conducted in the territory of the Republic of Indonesia, with the approval of the Government of the Republic of Indonesia.

10. In relation to the provision of paragraph 1 of Article III, prior to the repatriation, the remains of Japanese soldiers handed over by the Joint Technical Team shall be cremated by the Government of Japan at the location determined by the Parties with the permission of the local governments concerned, taking into consideration the environment and historical nature, local social norms and economic benefits of the location.

11. Regarding the process of repatriation referred to in paragraph 10, transportation of the cremated remains of Japanese soldiers from the location of cremation to the airport/port of exit in the Republic of Indonesia shall be conducted in accordance with the laws and regulations of the Republic of Indonesia and in line with the policies of the Republic of Indonesia.

12. The Government of Japan shall make an annual detailed report on the activities of excavation, collection and repatriation of the remains of Japanese soldiers and provide copies of the report in the English or Indonesian languages to the Government of the Republic of Indonesia within a short period of time after the completion of the activities described in the annual work plan referred to in paragraph 1.

13. With a view to ensuring smooth and effective implementation of the activities under this Agreement, the Parties shall consult with each other in respect of any matter that may arise from or in connection with the implementation of such activities and annually evaluate each activity which has been carried out under this Agreement.

14. Detailed arrangements to implement this Agreement shall be made as the "Standard Operating Procedures", which shall be in line with this Agreement, and confirmed by the Parties through an exchange of diplomatic notes prior to implementation of this Agreement.

15. In the implementation of this Agreement, the Parties shall take into account the economic and social benefit of the local people in the Province of Papua and the Province of West Papua, the Republic of Indonesia. The proposal of any activities to be implemented by the Government of Japan which will contribute to the economic and social benefit of the local people shall be submitted along with the annual work plan referred to in paragraph 1. The Government of Japan may submit any additional proposal if deemed necessary. Such activities shall be implemented after due consultations with and subject to the approval of the Government of the Republic of Indonesia.

Article V

1. The Government of Japan shall bear all expenses incurred in the implementation of this Agreement, including the expenses of the Joint Technical Team, subject to the availability of appropriated funds.

2. The number of necessary participants in the Joint Technical Team, including local people, to be financed by the Government of Japan shall be decided upon by the Parties.

Article VI

1. The Government of Japan shall ensure that its personnel involved in the activities under this Agreement will respect the sovereignty, laws and regulations of the Republic of Indonesia as well as local social norms.

2. Any violation of paragraph 1 may result in the revocation of the participation of the personnel involved in the activities concerned.

Article VII

1. The Government of Japan shall provide appropriate compensation for any loss or damage that may arise or result from the activities of excavation or collection of the remains of Japanese soldiers.

2. The Government of Japan shall take all available measures to ensure that settlement of such compensation be done in due course without delay.

Article VIII

1. The Government of the Republic of Indonesia may suspend temporarily in whole or in part the activities under this Agreement for any of the following reasons:

- (a) security and safety conditions deteriorate in the Province of Papua or the Province of West Papua, the Republic of Indonesia; or
- (b) the activities of excavation, collection and repatriation of the remains of Japanese soldiers are conducted in a manner inconsistent with this Agreement.

2. Such suspension or lifting of the suspension shall be notified immediately to the Government of Japan through the diplomatic channel.

Article IX

1. Artifacts (i.e. objects other than remains) and remains of non-Japanese soldiers that are found during the activities of surveying, excavation or collection shall be handed over by the Joint Technical Team to the Government of the Republic of Indonesia.

2. The remains of non-Japanese soldiers that are found during the activities of surveying, excavation or collection as referred to in paragraph 1 will be, based on the understanding of local people, buried again on the burial sites, and markers with fences for graves shall be prepared and installed by the Government of Japan on the site.

3. The Government of Japan shall ensure that movable artifacts that are found during the activities of surveying, excavation or collection will be treated appropriately until they are placed in a permanent storage which shall promptly be decided by the Government of the Republic of Indonesia.

Article X

Any dispute between the Parties as to the interpretation or application of this Agreement shall be settled amicably through consultation between the Parties.

Article XI

1. This Agreement may be amended at any time by mutual consent in writing of the Parties. In case either of the Parties expresses its desire to amend this Agreement, the Parties shall enter into negotiation on the amendment of this Agreement and endeavor to reach a conclusion as soon as possible.

2. Such amendment shall enter into force on the date as determined by the Parties.

Article XII

1. This Agreement shall enter into force on the date of signature thereof.

2. This Agreement shall remain in force for a period of three (3) years, and may be extended by mutual written agreement of the Parties.

3. This Agreement may be terminated at any time by either of the Parties by giving to the other six (6) months prior written notice of termination.

4. The termination of this Agreement will also terminate any ongoing activities conducted under this Agreement unless the Parties decide otherwise in writing.

In witness whereof the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done in duplicate at Jakarta on the 25th day of June, 2019 in Japanese, Indonesian and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Government of
Japan:

For the Government of
the Republic of Indonesia: