



## **COORDINATING MINISTRY FOR ECONOMICS AFFAIR**

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### **MINUTES OF MEETING DISCLOSURE OF MINING CONTRACT INFORMATION (KK, PKP2B DAN PSC)**

Day/Date : Tuesday, 21 March 2017  
Time : 09.30 – 11.30 WIB  
Place : Meeting Room Serayu 3rd floor, Ali Wardhana Building,  
Coordinating Ministry for Economic Affairs, Jl. Lapangan  
Banteng Timur No.2-4, Jakarta

- Agenda
1. Presentation of Decision of Central Information Commission (KIP) RI No.197 / VI / KIP-PS-M-A / 2011
  2. Response of Ministry of Energy and Mineral Resources (ESDM) on Decision of KIP RI No.197 / VI / KIP-PS-M-A / 2011
  3. Discussion

#### **A. OPENING**

Assistant Deputy for Extractive Industries as Secretary of the Transparency Team Mr. Bastian Halim opened the meeting and then presented the agenda for the discussion of the Public Information Disclosure in Mining Contract. Mr. Bastian said that Indonesia has joined EITI for extractive sector transparency and must follow EITI standards. But until now there are many things that still cannot be opened including the contract. Mr Bastian asks the question of how information can be opened even though EITI cannot sanction it..

#### **B. DISCUSSION AND DISCUSSION**

Vice Chairman of the Central Information Commission (KIP), Mrs. Evi Trisulo said that the decision of KIP RI No.197 / VI / KIP-PS-M-A / 2011 is permanent legal force, so it is not necessary to be a debate and a meeting should not only be a clarification event. The decision is permanent legal force because there is no appeal after 14 days. Regarding sanctions, it can only be applied between the dispute of the information user and the public body, or the agency financed by state budget (APBN / APBD). But if not a public body cannot be prosecuted the opening of information.

Mrk Heri (Ministry of ESDM): In the event of a dispute at that time the Contract of Work (COW) is still not closed. Regarding the opening of the contract, we do not object, but the whole opening includes supporting documents that we object to. In Contract (KK) there is no article mentioning the prohibition of information disclosure.

Mr Bambang W (Ministry of Energy and Mineral Resources): In 2011 the Information and Documentation Management Officer (PPID) was still under Pusdatin, so the PPID performance was still not maximized.

Mr Aryanto (Publish What You Pay): After become permanent legal force, will the contract (IUP, KK) be opened with a KIP verdict? This is different from oil and gas sector because BP Migas has appealed so that the decision was aborted by the Supreme Court (MA). The reason is that BP Migas is not a public body. Is now not a public body because BP Migas to SKK Migas under the Ministry of Energy and Mineral Resources?

Mrs. Evi: Contracts can be opened, but limited. So there should be listings in the contract which parts can be opened and which parts are excluded. As in contract (KK), a contract between two parties must be open. But the content of details including the wealth of the country must be closed. So there should be listing.

Mr Ronald (EITI): Can supporting documents be opened, other than Master documents?

Mrs. Evi: All depends on the content, so there must be a listing. To determine which listings are opened or excluded is better through a consequential test. Do not let the steps that are done contrary to other rules for example collided with the tax rules.

Mr Edi (EITI): EITI requires transparency, not just contracts but also other matters. The EITI standard requires the opening of not only contracts and even licenses. Is there anything other than open contracts?

Mrs. Evi: We are a sovereign country, so no 100% needs to be opened. The demand for transparency is due to much discontent. So there must be a test of consequence and public test because that should take precedence is the public perspective, not officials or institutions.

Mrs. Yessi (PWYP): Is Ministry of ESDM already a list that can be opened and excluded?

Mr Heri: We have started inventory and hopefully this year 2017 can be determined, but there are some crucial things that cannot be opened eg coordinates and natural wealth. If the coordinates of natural wealth potential is opened, many illegal mining will be directly. So also the secrecy of our natural wealth in the eyes of the international world, suppose now there is a potential location of gold mines larger than Freeport, but still kept secret.

IMrs Kanti (PWYP): The extent to which the company opens public data because production (mining and oil and gas) is also public property

Mrs. Evi: must check first whether the company is a public body.

Mrs. Kanti: if in Indonesia, private company is not a public body, but if in other country, if already explorations have become public body.

Mrs. Evi: Can be found out from permissions. Is the private sector utilizing public wealth?

Mr Syahrir (IMA): Openness should be but cannot be bare, there are things that can be opened and some cannot. Moreover, company data can be obtained from shared sources including company reports. EITI must be aware of which things can be opened and which are not. When will KIP be satisfied in demanding the opening of company information?

Mrs. Evi: As far as the utilization of the information is optimum until the information can be used publicly. It's not just the demands of openness just for curiosity.

### **C. CLOSING**

Mr. Bastian closed the meeting by conveying to all the decisions of the meeting to be followed up, especially the follow-up to divide which things in the contract that can be opened and which are excluded.

### **D. MEETING RESULTS**

1. Decision of KIP RI No.197 / VI / KIP-PS-M-A / 2011 is permanent legal force but the opening of contract is limited. So there should be listings in the contract which parts can be opened and which parts are excluded. A contract between two parties must be opened. But the content of the details, especially concerning the wealth of the state must be closed.
2. It should be done listings of which things in the contract that can be opened and which are excluded. Required test of consequence and public test because that should take precedence is the public perspective, not officials or institutions.
3. Follow-up is needed to determine which items in the contract can be opened and which are excluded.