

Partnership Agreement

between

The Intergovernmental Oceanographic Commission (IOC),

as a body with functional autonomy within the
United Nations Educational, Scientific, and Cultural Organization (UNESCO)

7, place Fontenoy

75352 Paris 07 SP

France

represented by

Vladimir Ryabinin, Executive Secretary

hereinafter referred to as "IOC of UNESCO"

and

**The Agency for Meteorology, Climatology, and Geophysics
of the Republic of Indonesia**

(Badan Meteorologi, Klimatologi dan Geofisika – BMKG)

Jl. Angkasa I No.2

Kemayoran Jakarta Pusat,

DKI Jakarta 10720 - Indonesia

represented by

Dr. Andi Eka Sakya, Head of Agency

hereinafter referred to as "BMKG"

The Intergovernmental Oceanographic Commission of UNESCO (IOC of UNESCO) is a body with functional autonomy established by the UNESCO General Conference. The purpose of the IOC of UNESCO is to promote international cooperation and coordinate programmes in marine research, observing systems, services, disaster risk reduction, and related capacity development. IOC of UNESCO aims to improve the governance, management, institutional capacity, and decision-making processes of its Member States with respect to marine resources and climate variability and to foster sustainable development of the marine environment, in particular in developing countries.

The Agency for Meteorology, Climatology, and Geophysics (Badan Meteorologi, Klimatologi dan Geofisik – BMKG) is a government agency of the Republic of Indonesia. BMKG is one of the Tsunami Service Providers under the UNESCO/IOC Intergovernmental Coordinating Group for Indian Ocean Tsunami Warning and Mitigation System (ICG/IOTWMS) responsible in providing tsunami threat notification to the Indian Ocean Member States.

IOC of UNESCO and BMKG together hereinafter referred to as “the Parties”

Whereas:

- (i) The Terms of Reference of the Indian Ocean Tsunami Information Centre (IOTIC) was endorsed by the Intergovernmental Coordination Group of the Indian Ocean Tsunami Early Warning and Mitigation System (ICG/IOTWMS) at 10th session of ICG/IOTWMS meeting, March 24 – 26, 2015 in Muscat, Oman. IOTIC is an IOC/UNESCO project that operates under the overall authority of the Executive Secretary of IOC of UNESCO. The day-to-day management of IOTIC is done by the UNESCO Office Jakarta in close coordination with Secretariat of the Intergovernmental Coordination Group of Indian Ocean Tsunami Warning and Mitigation System (ICG/IOTWMS Secretariat).
- (ii) The goal of IOTIC is to provide support for the countries of the Indian Ocean region in disaster risk reduction focusing on tsunamis through capacity building, preparation and dissemination of awareness and preparedness materials and the development of educational programmes.
- (iii) The Agency for Meteorology, Climatology and Geophysics (BMKG) supports the objectives of IOC of UNESCO as stipulated in UNESCO's Constitution and the Statutes of IOC and intends to support programme priorities of IOC of UNESCO's.
- (iv) At the 10th session of the Indian Ocean Tsunami Early Warning and Mitigation System (ICG/IOTWMS) meeting (March 24 – 26, 2015, Muscat, Oman), BMKG offered to support the sustainability of the IOC-UNESCO Indian Ocean Tsunami Information Centre (IOTIC) for 5 years in form of the BMKG-hosted programme and secretariat in support of the implementation of IOTIC projects/activities. This offer was accepted by the ICG/IOTWMS and subsequently welcomed by the IOC Assembly in 2015.
- (v) The Parties will collaborate to implement programme and activities from 2017 to 2022 to ensure the sustainability and continuation of the Indian Ocean tsunami Information Centre (IOTIC) services to the Indian Ocean countries under the ICG/IOTWMS.

Now therefore, the Parties hereby agree as follows:

Article 1 – Objectives

By the present Agreement the Parties determine the conditions and modalities according to which:

- They agree, through joint and concerted cooperation, to support the sustainability and continuation of services of the IOTIC;
- They agree to support the implementation of the jointly approved IOTIC programme, projects, and activities.

Article 2 – Joint Projects

2.1 The activities carried out by IOTIC will be agreed upon in consultation with the ICG/IOTWMS and its working groups.

2.2 After IOTIC projects and activities are identified and approved, in case of funds transfers to UNESCO, the Parties will sign a binding agreement, hereinafter referred to as “Implementing Agreement”, which will define the right and obligations of the Parties under the funds-in-trust modality.

In case the funds are contributed to the IOC of UNESCO as additional appropriation to regular programme or contribution to the IOC Special Account, the Parties will formalize such contribution through a standard exchange of letters proposed by UNESCO.

2.3 Each Implementing Agreement will determine, in particular, if applicable:

- (i) the objectives of the project/activity,
- (ii) the activities involved in the project,
- (iii) the specific obligations of each Party,
- (iv) the specific modalities and conditions for the execution of the project/activity, including evaluation
- (v) the budget for the project/activity,
- (vi) the eventual attribution of and use by the Parties of the intellectual property results and rights generated by the project/activity if appropriate,
- (vii) the duration of each project/activity.

Article 3 – Obligations of the IOC of UNESCO

3.1 IOC of UNESCO agrees to execute the terms of the present Agreement as per Article 2.

3.2 IOC of UNESCO shall not commit any funds before the signing of the Implementing Agreement for the approved projects/activities.

3.3 IOC of UNESCO agrees to execute each project in accordance with the corresponding Implementing Agreement and its related budget.

- 3.4 IOC of UNESCO will inform BMKG of IOTIC projects/activities to which BMKG could be potentially associated towards advancing the respective goals of the Parties in this Agreement.

Article 4 - Obligations of BMKG

- 4.1 BMKG agrees to execute the terms of the present Agreement as per Article 2.
- 4.2 BMKG will assign 3 staff and office logistics and programme/project activity budget of USD 80,000,- annually to the BMKG-hosted programme and secretariat in support of IOTIC activities for 2017-2022.

Article 5 – General Conditions

5.1 **Use of the Name, Emblem or Official Seal of IOC of UNESCO and of UNESCO**

Unless authorized in writing by IOC of UNESCO and UNESCO, BMKG shall not use the name, acronym or official logo of IOC of UNESCO or UNESCO, or any abbreviation of the name of IOC of UNESCO or UNESCO, for advertising or any other purposes.

5.2 **Status of IOC of UNESCO**

Supporting the objectives of UNESCO and of the United Nations Organization, BMKG will respect the status of IOC as a body with functional autonomy within UNESCO with its own distinct Statutes. BMKG confirms that it is not directly involved in the production of goods or the delivery of services, which would be opposed to the objectives and principles of IOC of UNESCO, of UNESCO itself, of the United Nations Organization or other institutions of the United Nations system.

5.3 **Status of BMKG**

Nothing in this Agreement shall be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement or other similar relationship. Neither BMKG nor anyone whom it may employ shall be considered as an agent of UNESCO or a member of the staff of IOC of UNESCO and, except as otherwise provided herein, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit IOC of UNESCO to any expenditure or other obligations.

5.4 **Conformity with Laws**

BMKG agrees to respect the laws of the country it is operating in and guarantees that it will not permit any official of IOC of UNESCO to receive a direct or indirect profit from this Agreement. Furthermore, BMKG certifies and warrants that it has not, nor have its members, been convicted of any crimes and that there are currently no lawsuits or legal actions being taken against it. Should this happen, BMKG undertakes to notify IOC of UNESCO immediately.

5.5 Privileges and Immunities of IOC of UNESCO

Nothing in or relating to the present Agreement shall be deemed a waiver of any of the privileges and immunities of IOC of UNESCO. BMKG shall hold harmless, defend and indemnify IOC of UNESCO against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under the present Agreement and which arise out of acts or omissions of BMKG.

5.6 Assignment

None of the Parties shall assign, transfer, pledge or make other disposition of the present Agreement or any part thereof or of any of their rights, claims or obligations under the present Agreement except with the prior written approval of the other Party. Any of the aforementioned actions taken without such written approval shall not be valid.

5.7 Settlements of Disputes

All disputes arising out of or in connection with the present Agreement shall be settled by mutual understanding. However, if no amicable settlement can be arrived at, any dispute shall be arbitrated according to the rules defined by UNCITRAL (United Nations Commission on International Trade Law).

5.8 Termination

- 5.8.1 Should either Party fail to meet its obligations, the other Party may terminate the present Agreement upon 3 (three) months' written notice to the other Party. The same will apply with respect to incidents making the realization of the project extremely hazardous.
- 5.8.2 Either Party may terminate the present Agreement without cause upon 5 months' written notice.
- 5.8.3 Upon the termination of the present Agreement, BMKG shall not use IOC of UNESCO's name, emblem or official seal, or any abbreviation of the name of IOC of UNESCO, for promoting the Project or any other purposes.
- 5.8.4 Upon the termination of the present Agreement, BMKG shall inform all relevant, past, actual or potential partners (including all persons or bodies that have been informed by BMKG of IOC of UNESCO's participation in the Project(s)), that IOC of UNESCO (i) has terminated its Agreement with BMKG, (ii) is no longer participating in the project(s).

5.9 Amendment

This Agreement, including this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the Parties hereto.

5.10 Non-Exclusivity

It is understood that this Agreement does not confer to BMKG any exclusivity regarding activities such as those covered by this Agreement, and BMKG accepts that IOC of UNESCO is currently collaborating on similar activities worldwide with other partners.

Article 6 – Notification

6.1 The addresses for service of notices under the present Agreement shall be:

For IOC of UNESCO:

Name : Vladimir Ryabinin
Title : Executive Secretary
Tel : +33 (0)145 68 39 83
Fax : +33 (0) 145 68 58 12

For BMKG:

Name: Dr. Andi Eka Sakya
Title : Head of the Agency for Meteorology, Climatology and Geophysics
Tel : +62 21 4246321
Fax : +62 21 4246703

6.2 Each Party shall inform the other Party immediately of any modification of the above address.

Article 7 – Duration

The present Partnership Agreement enters into force upon signature by the Parties, and remains in force until 30 June 2022. Three months before the date of expiration of this Agreement, the Parties will mutually decide on whether or not to extend the present Agreement.

Done in English and Indonesian Languages in two original copies with English as the language of the official text. In case of any divergence of interpretation, the English text shall prevail.

Date: June 27th, 2017

For BMKG:


Andi Eka Sakya
Head of the Agency

Date: June 27th, 2017

For IOC of UNESCO:


Vladimir Ryabinin
Executive Secretary