



**PEMERINTAH KOTA
PADANG**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MUNICIPALITY OF PADANG
AND
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION
(UNESCO)
ON
SOCIAL INCLUSION OF PEOPLE WITH DISABILITIES**

WHEREAS the Parties recognise that an inclusive society is based on the fundamental values of equity, equality, social justice, and human dignity and rights and freedoms, as well as on the principles of embracing diversity;

WHEREAS the Parties recognize the importance of assuring the social inclusion of people living with disabilities through the implementation of adequate policies to that end;

WHEREAS the Parties recognize that they have shared visions and missions in the field of social inclusion of people living with disabilities;

WHEREAS the Parties particularly noted common interest in specific activities oriented to increase the awareness of civil servants regarding the implementation of the United Nations Convention on the Rights of Persons with Disabilities (UNCPRD)

WHEREAS the parties believe that cooperation in these activities, especially in the context of provision of training courses and training materials would bring benefits toward achieving the goals and objectives of the Parties for the people they serve; and;

WHEREAS the Parties have consulted with each other on such a collaboration and now wish to pursue cooperation, in a synergetic and efficient manner.

NOW THEREFORE, the Parties hereby agree to the following:

**Article 1
Areas of Co-operation**

The Parties undertake to collaborate in the following fields:

1. The exchange of best practices regarding the design and implementation of policy initiatives that have promoted the social inclusion of persons living with disabilities.
2. Establishment of a 'stakeholder policy-dialogues' supported by UNESCO.
3. Establishment of Action Plan for Inclusive Cities

Article 2

Best Practices Sharing

UNESCO will provide knowledge, information and other technical expertise, as appropriate, in the process of the establishment of a network of inclusive cities for the sharing of best practices regarding the design and implementation of policy initiatives for the promotion of social inclusion of persons living with disabilities.

Article 3

Protection of Intellectual Property Rights

1. The Parties shall share Intellectual Property Rights in respect to any joint technical development, product development, and services carried out by the Network with the terms to be mutually agreed upon
2. The Parties shall hold Intellectual Property Rights individually in respect to any sole technical development, product development, and services undertaken by the Network

Article 4

Privileges and Immunities

Nothing in or relating to the present Memorandum of Understanding shall be deemed a waiver of any of the privileges and immunities of UNESCO

Article 5

Indemnification

The Municipality of Padang shall hold, and save harmless, defend and indemnify, at its own expense, UNESCO, its officials, agents and employees from and against all suits, claims, demands, and liabilities of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Municipality of Padang

Article 6

Settlement of Disputes

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU or the breach, termination or invalidity thereof.

Article 7

Amendment

The MoU may be amended at any time by mutual written agreement by both Parties

Article 8 Notification

Any written communications or service of notices under this MOU may be sent to the address specified below:

For the Municipality of Padang:
Pemerintah Kota Padang
Jl. Jend. Sudirman No. 51, Padang

For UNESCO:
UNESCO Office, Jakarta
Jl. Galuh II Number 5
Kebayoran Baru, Jakarta Selatan 12110

Article 9 Supplementary Arrangements

For the implementation of any collaboration activities defined herein, Municipality of Padang and UNESCO may enter into supplementary agreements between the Parties, which shall set forth detailed terms and conditions of such activities and rights and obligations of the respective Parties.

Article 10 Entry into Force, Duration, and Termination

1. This MoU shall enter into force upon signature by the authorized representative of both Parties.
2. This MoU shall be valid for one (1) year from the signing date of this MoU by the both Parties. It may be extended upon written mutual agreement between the Parties.
3. Either Party may terminate this MoU at any time by giving written notification to the other Party of its intention to terminate this MoU at least six (6) months prior to the intended date of termination.
4. In case of breach of this Memorandum of Understanding by either Party, or in case of any fundamental disagreement between the parties with respect to the Forum, the Party in disagreement may terminate this Memorandum of Understanding by writing with immediate effect.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present MOU in Bahasa Indonesia and English language in four (4) copies. In case of any divergence of interpretations, the English text shall prevail.

For Municipality of Padang



Mr. Mahyeldi Ansharullah, SP
Mayor of Padang
Date: 27 September 2016

For United Nations Educational
Scientific, and Cultural Organization



Dr. Shahbaz Khan
Director and Representative
UNESCO Office, Jakarta
Date: 27 September 2016