



united nations educational, scientific and cultural organization
organisation des nations unies pour l'éducation, la science et la culture

UNESCO OFFICE, JAKARTA

Regional Science Bureau for Asia and the Pacific
Office of the UNESCO Representative to Brunei Darussalam, Indonesia, Malaysia, the Philippines and Timor Leste

Ref.: MOU/EST/07/001

MEMORANDUM OF UNDERSTANDING BETWEEN

**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION**

AND

**DIRECTORATE GENERAL OF HIGHER EDUCATION
MINISTRY OF EDUCATION**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by the United Nations Educational, Scientific and Cultural Organization Office in Jakarta (hereinafter referred to as "UNESCO") and Directorate General of Higher Education (DIKTI), Ministry of National Education Republic of Indonesia (hereinafter referred to as "DIKTI"). UNESCO and DIKTI are hereinafter collectively referred to as the "Parties".

WHEREAS the Parties recognize that they have shared visions and missions in the fields of education for wider communities so as to enhance the capacity building of the people of Indonesia and Asia Pacific;

WHEREAS the Parties share common interests in specific programmes and fields of activities such as broadening and enhancing people's access to educational materials, in particular outside the formal education system;

WHEREAS the Parties anticipate that an official and genuine partnership towards strategic co-operation in these programme fields, especially in the context of utilizing information technology as a tool to enable distance education processes, including content development and dissemination of materials to wider audience, would bring benefits toward achieving the goals and objectives of the Parties for the countries they serve;

WHEREAS the Parties have consulted with each other on such partnership and now wish to enter into a working relationship to pursue cooperation, in a synergistic and efficient manner.

NOW THEREFORE, the Parties hereby agree to the following:

Article 1 Fields of Cooperation

The Parties undertake to collaborate in the following fields:

- a) Joint efforts to broaden and enhance public access to education materials throughout Indonesia.

UNESCO HOUSE
Jl. Galuh (II), No. 5, Kebayoran Baru, Jakarta 12110, P.O. Box 1273/JKT 10002, INDONESIA
Tel.: (62 21) 7399 818; Fax: (62 21) 7279 6489, E-mail: jakarta@unesco.org

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- b) Sharing of expertise regarding the development and distribution of educational materials, initiatives and publications made available to general public or target beneficiaries.
- c) Collaboration to assist and empower the utilization of information and communication technology to enhance the education processes and widen the scope of deliverance of materials.
- d) Joint provision of resources for promotion of the facilities provided under this cooperation so that they can be optimally accessed by communities and individual recipients.

Article 2 Responsibilities

- 2.1 UNESCO will provide educational content and other materials for educational activities, as well as other required inputs necessary towards its cooperation activities under this MOU.
- 2.2 DIKTI will provide educational and technical expertise and utilize INHERENT (Indonesian Higher Education and Research Network) for dissemination of educational materials as well as other required inputs, towards its cooperation activities under this MOU.
- 2.3 Modalities and detailed arrangements for each possible joint activity, particularly concerning financial commitments, will be determined and guided by the governing bodies of both Parties and their administrations on a case by case basis. Although it is foreseen that there are possibilities for joint activities along the course of co-operation, there is no financial obligation whatsoever in this MOU for either Party.

Article 3 Use of Name and Emblem of UNESCO and DIKTI

- 3.1 Neither Party will use the name or emblem of the other Party, or any abbreviation thereof, in connection with its activities or for any other purposes without the expressed prior written approval of the other Party in each case.
- 3.2 The Parties agree to recognize and acknowledge this cooperation, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement. Each party agrees to bear its own cost in this regard.

Article 4 Other Arrangements

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. Any dispute, controversy or claim between the Parties arising out of this MOU or the breach, termination or validity thereof, unless settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be settled by binding arbitration by a sole arbitrator appointed by mutual agreement, or failing this, by the President of the International Court of Justice at the request of any Party.



**Article 5
Notification**

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

For UNESCO

UNESCO Office
Jl. Galuh II No. 5
Kebayoran Baru, Jakarta Selatan 12110
PO BOX 1273 / JKT 10002

For DIKTI

Directorate General of Higher Education
Jl. Jenderal Sudirman
Pintu Satu Senayan
Jakarta 10002

**Article 6
Supplementary Arrangements**

DIKTI and UNESCO may, if necessary, enter into supplementary arrangements, as stipulated, for the implementation of the present MOU.

**Article 7
Entry in Force**

This MOU shall enter into force upon signature by the authorized representative of both Parties.

**Article 8
Duration**

This MOU shall be valid for two (2) years. It may be extended upon written mutual agreement between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present MOU in the English language in four copies.

For United Nations Educational
Scientific and Cultural Organization

Hubert J. Gijzen

Director
UNESCO Jakarta

Date: 7/12/07

For the Directorate General
of Higher Education
Ministry of National Education

Fasli Jalal

Director General of Higher Education
Ministry of National Education

Date: 10/12/2007

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