



United Nations
Educational, Scientific and
Cultural Organization



PEMERINTAH KOTA
BANJARMASIN

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BANJARMASIN CITY GOVERNMENT
(Jalan RE Martadinata no. 1 Banjarmasin, Indonesia)

AND

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION
(UNESCO)
as represented by its Office in Jakarta (Jalan Galuh 2 No.5 Kebayoran Baru Jakarta Selatan, Indonesia)

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 (UNCRPD)

WHEREAS the parties believe that a genuine and strong 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.

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 by 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
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 4
Indemnification

Banjarmasin City Government 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 Banjarmasin City Government.

Article 5
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 6
Notification

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

For Banjarmasin City Government:
Pemerintah Kota Banjarmasin
Jl. Tgk. Abu Lam U No. 7 Banjarmasin Aceh

For UNESCO:
UNESCO Office, Jakarta
Galuh 2 Street Number 5
Kebayoran Baru, Jakarta Selatan 12110

**Article 7
Supplementary Arrangements**

For the implementation of any collaboration activities defined herein, Banjarmasin City Government and UNESCO shall 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 8
Amendment**

This MoU may be amended at any time by mutual written consent by the Parties.

**Article 9
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. 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 Banjarmasin City Government

Mr. Muhidin



Mayor of Banjarmasin

Date:

For United Nations Educational
Scientific, and Cultural Organization

Mr. Hubert Gijzen



**Director and Representative
UNESCO Office, Jakarta**

Date: