



APF and APT (Association for the Prevention of Torture) blended learning course on migrants in detention – face to face component

Memorandum of Understanding (MOU) between the Asia Pacific Forum of National Human Rights Institutions (APF) and the Indonesian National Commission on Human Rights (Komnas HAM)

The Parties to this MOU are the Asia Pacific Forum of National Human Rights Institutions (hereinafter referred to as "the APF") and the Indonesian National Commission on Human Rights (hereinafter referred to as the "Komnas HAM")

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1. Scope of Cooperation

In accordance with this MOU, the APF and Komnas HAM shall work together on the basis of good will and mutual cooperation, to organise a sub-regional workshop for the APF and APT blended learning course on migrants in detention, face to face component (hereinafter referred to either as "the Workshop"), to be held in Indonesia for 4-5 days in the period of early to mid-November 2016. This MOU outlines the respective responsibilities of the APF and Komnas HAM in the organisation of the workshop.

2. Undertakings of the APF and Komnas HAM

2.1 General undertakings of the APF

The APF shall oversee organisational, substantive and logistical issues pertaining to this Workshop. The APF's role in this regard shall include:



1. Appointing an APF secretariat staff member to coordinate all communications and arrangements with Komnas HAM;
2. Securing qualified trainers to develop and facilitate the course programme, a 3 to 4-week online component followed by a 4 to 5-day face to face component, the 'Workshop';
3. Liaising with trainers on all substantive matters relating to the course structure and content
4. Preparing and managing the 3 to 4-week online component of the blended learning course;
5. Preparing and sending out invitation letters to all participating institutions for participants that meet the selection criteria of the blended learning course;
6. Liaising with international participants on all participant logistics and travel arrangements;
7. Preparing a participants' information note based on in-country advice received by Komnas HAM, and transmitting the said note to all participants;
8. Sending Komnas HAM adequate copies of relevant training materials and the master-copy of any additional documentation for photocopying and distribution to all participants at the start of the workshop;
9. Managing the workshop budget;
10. Sourcing and managing the relationship with an appropriate hotel and training venue and other service providers;
11. Fulfilling the financial obligations outlined in paragraph 2.3 below.

2.2. General Undertakings of Komnas HAM

As the host institution, Komnas HAM shall be responsible for in-country organisation and arrangements, which shall include the following duties:

1. Appointing a specific focal point officer within Komnas HAM to work on the supporting APF in the organisation of the workshop;
2. If they meet the selection criteria of the course, selecting up to 3 staff members from Komnas HAM to participate in the entire course including the online component and the face to face workshop. Please note that full completion of the online component of the course is mandatory for participation in the face to face workshop;
3. Organising simultaneous interpretation, if required;
4. Photocopying documents which may be required by trainers for use during the workshop;
5. Providing in-country information / advice to the APF, to enable the APF to prepare an information note for international participants;
6. Organising and hosting one official dinner for all participants and resource persons. While host institutions are usually required to fully fund the official dinner, in this instance the APF has secured funds to contribute towards the costs of a modest dinner.
7. The facilitation of an appropriate immigration detention centre visit as this is a crucial part of the training

2.3. Financial undertakings of the APF



The APF shall provide the funding for this workshop within the parameters of the APF budget. Specifically in relation to in-country financial undertakings, the APF shall be responsible for settling the following payments:

1. Conference facilities;
2. Single room accommodation (including breakfast) for all participants and resource persons;
3. Cost of conference package (including venue rental plus lunches and tea breaks) for all participants and resource persons;
4. Cost of participants and resource persons dinners / living allowance;
5. Cost of airport-hotel transfers for all international participants and resource persons;
6. Cost of ground-transportation for a relevant field visit if required during the workshop;
7. Cost of posting, copying and collating materials for all participants if required;
8. Cost of any extra IT and audio visual equipments not already included in the conference package;
9. Cost of simultaneous interpretation, if interpretation is required at the workshop;
10. Australian Dollars (AUD)\$1,000 in administrative compensation to Komnas HAM

Methods of Payment

The majority of hotel and venue costs shall be paid by the APF in advance, via electronic bank transfer directly to the hotel's bank account.

Other services which can be paid for using the APF's corporate credit card (Mastercard) shall be settled in-country by the representative of the APF when in Indonesia. The NHRC shall notify the APF in advance of any in-country services which cannot be paid for via credit card, and shall inform the APF in advance of the costs of such expenses.

Should Komnas HAM be required to pay any deposits or other advance cash payments to service providers on behalf of the APF prior to the APF's arrival in Indonesia, Komnas HAM shall seek the APF's approval before making any such payments. Upon receipt of the APF's approval, Komnas HAM shall make the payment on behalf of the APF and then submit the relevant invoices and/or receipts to the APF. The APF will reimburse Komnas HAM for these expenses via international bank transfer, within 10 working days of receipt of the invoices from Komnas HAM.

Administrative compensation

The APF shall provide Komnas HAM with a total grant of three thousand Australian Dollars (AU\$1,000), as administrative compensation for the NHRC's role in organising the workshop. These funds shall be sent to Komnas HAM by electronic bank transfer within one month of entry into effect of this MOU.

3. Time Frame

This MOU shall enter into effect on the date of signature by the duly authorized representatives of the parties to this MOU, and shall remain in force until the final execution and performance of all undertakings and responsibilities under this MOU.



4. Dispute settlement

Significant changes or problems which may arise when implementing this MOU shall be discussed between both parties. Should any dispute or difference arise between the parties relating to their rights and obligations under this MOU, or regarding the interpretation or implementation of the MOU, the parties undertake to use their best efforts to resolve such a dispute amicably through discussions, and if necessary, through one mediator appointed commonly between them.

5. Amendments to this MOU

This MOU may be amended through the exchange of formal letters between the signatories to this MOU, denoting their consent to any proposed amendments. Any letters exchanged to this effect shall become an integral part of the MOU.

[24 May 2016]
For APF

[31 May 2016]
for Komnas HAM

[Kieren Fitzpatrick]
Director APF

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On behalf of Komnas HAM