



United Nations  
Educational, Scientific and  
Cultural Organization



KOMISI NASIONAL HAK ASASI MANUSIA  
REPUBLIK INDONESIA

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE INDONESIAN NATIONAL COMMISSION FOR HUMAN RIGHTS (KOMNAS HAM)**  
**AND**  
**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC, AND**  
**CULTURAL ORGANIZATION (UNESCO)**  
**ON**  
**THE COOPERATION ON PROMOTING LINKAGES BETWEEN THE SUSTAINABLE**  
**DEVELOPMENT GOALS AND HUMAN RIGHTS IN INDONESIA**

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into by the Indonesian National Commission for Human Rights (hereinafter referred to as "Komnas HAM") and the United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO"). Komnas HAM and UNESCO are hereinafter collectively referred to as the "Parties".

Whereas the Parties to this MoU:

*Consider* the Law Number 39 Year 1999 on Human Rights, which recognizes the role of The Indonesia National Commission on Human Rights in the promotion and protection of Human Rights in Indonesia.

*Take note* of the Paris Principles (1993) on the National Human Rights Institutions and the Mérida Declaration (2015) on the Role of National Human Rights Institutions in implementing the 2030 Agenda for Sustainable Development.

*Recognize* that the 2030 Agenda sets the current developmental framework and puts international human rights at its core with its 17 Sustainable Development Goals (SDGs) designed to "leave no one behind" in pursuit of development.

*Acknowledge* the significant strides made by Indonesia in turning the SDGs into reality by setting up SDG Secretariat and elaborating indicators that reflect national development priorities, focusing on eliminating poverty, reducing inequality, and promoting peace, justice, strong institutions and climate action.

*Recognize* the mutually reinforcing linkages between the SDGs and Human Rights in Indonesia, where human rights provide insight and guidance for tackling the complex and multidimensional goals of the 2030 Agenda, while the SDGs can serve as a tangible, results-oriented instrument for the realization of human rights.

*Acknowledge* that the realization of the 2030 Agenda requires strong accountability architecture for civil society to monitor progress for all citizens of Indonesia and to hold government to account.

*Emphasize* the need for a human rights-based approach to the collection, production, analysis and dissemination of data for the monitoring of progress towards SDGs, especially in regards to individuals and groups suffering discrimination.

The Parties hereby agree to the following:

## **Article 1 Purpose**

The purpose of this MoU is to facilitate the relationship between Komnas HAM and UNESCO in order to promote and encourage cooperation in the field of human rights in general and the application of Human Rights Based Approach to the Implementation of the Sustainable Development Goals (SDGs) in particular.

## **Article 2 Areas of Cooperation**

The Parties undertake to collaborate in the following areas:

**1. Multi-Stakeholder Consultation and Workshop on Human Rights and SDGs**—scheduled to be held on 26-27 April 2017, in Jakarta, Indonesia. The event will bring together the representatives of the UN agencies, the national government and the civil society in Indonesia to identify the critical linkages between SDGs and Human Rights, using the Analytical Framework and emerging global knowledge in this area. UNESCO will cover the expenses related to the provision of the venue and the invitation of experts. Komnas HAM will contribute to the relevant thematic areas of the event.

**2. The Web-based Tool on SDGs and Human Rights** – the tool was developed in the framework of UNDG project on promoting the Human Rights Based Approach to Developmental Planning in Indonesia. The tool is based on the Analytical Framework that links SDGs, their targets and national indicators with the relevant human rights obligations of the government based on the national law or international treaties.

The tool has a flexible design and can be extended and modified according to need. At present it contains 9 SDGs, while 8 SDGs remain to be analysed and integrated into the tool.

Komnas HAM will host this tool on its server and provide free access to it through their website, and in cooperation with UNESCO explore ways to promote the use of this web-based tool for monitoring and advocacy purposes by the civil society and NGOs.

**3. Future Initiatives on Human Rights and SDG.** The implementation of the national SDG framework and the emergence of human rights considerations in this process will continue throughout the 2030 Agenda timeframe. Consequently, there will be a continuing need for a strong accountability mechanism in the hands of the civil society to monitor progress for all citizens of Indonesia from the human rights perspective.

More specifically, there will be a demand for a human rights-based approach to the collection, production, analysis and dissemination of data for the monitoring of progress towards SDGs, especially in regards to individuals and groups suffering discrimination. This will require building capacity of the civil society to enable the relevant actors to engage in advocacy and monitoring processes.

Towards this end, Komnas HAM, as the National Human Rights Institution and UNESCO, as the chair of the Human Rights Working Group of the UN Country Team, will continue to collaborate to raise funds and design projects for promoting human rights based approach to developmental planning and policy implementation in Indonesia.



### **Article 3 Financing**

All financing required for the implementation of this Memorandum of Understanding will be determined by the Parties as necessary. The financing will be pursued by the Parties through legal and non-binding procedures that guarantee the independence of each Party.

### **Article 4 Use of Name and Emblem of UNESCO and Komnas HAM**

Neither Party shall 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 prior written approval of the other Party in each case.

### **Article 5 Protection of Intellectual Property Rights**

The Parties shall share Intellectual Property Rights in respect of any joint technical development, product development and services carried out in the preparation and realization of the activities under this MoU, in accordance with terms to be agreed upon mutually.

The Parties shall hold Intellectual Property Rights individually in respect of any technical development, product development and services undertaken in the preparation and realization of the activities under this MoU.

### **Article 6 Privileges and Immunities**

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

### **Article 7 Indemnification**

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

### **Article 8 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 9 Notification**

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

For Komnas HAM:

Komnas HAM  
Jalan Latuharhary No. 4 B, Menteng  
Jakarta Pusat 10310

For UNESCO:

UNESCO Office, Jakarta  
Jalan Galuh 2 No. 5  
Kebayoran Baru, Jakarta Selatan 12110  
Republic of Indonesia

## **Article 10 Supplementary Arrangements**

Komnas HAM and UNESCO may, if necessary, enter into supplementary arrangements, as stipulated, for the implementation of the present MoU.

## **Article 11 Amendment**

This MoU maybe amended at any time by the Parties, by mutual written consent.

## **Article 12 Evaluation**

Parties agree to conduct periodic evaluation of Memorandum of Understanding once in a year.

## **Article 13 Entry into Force, Duration, and Termination**

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

This MoU shall be valid for two (2) year from the date of its signature. It may be extended upon written mutual agreement between the Parties.

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.

In case of breach of this MoU by either Party, or in case of any fundamental disagreement between the Parties, the Party in disagreement may terminate this Memorandum of Understanding in writing and with immediate effect.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have signed the present MoU in the Bahasa (Indonesia) and English languages and in four copies. In case of any divergence of interpretation, the English text shall prevail.

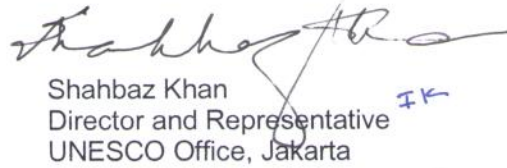
For Komnas HAM



Nur Kholis  
Chairperson

Date:

For the United Nations Educational  
Scientific and Cultural Organization  
(UNESCO)



Shahbaz Khan  
Director and Representative  
UNESCO Office, Jakarta

Date: