



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE INDONESIAN NATIONAL COMMISSION ON HUMAN RIGHTS (KOMNAS HAM RI)
AND**

**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION (UNESCO)**

ON

**THE COOPERATION ON PROMOTING AND STRENGTHENING
HUMAN RIGHTS-BASED APPROACH IN INDONESIA**

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

Whereas the Parties to this MoU:

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;

Consider the Law Number 39 the Year 1999 on Human Rights, which recognizes the role of The Indonesian 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 Merida Declaration (2015) on the Role of National Human Rights Institutions in implementing the 2030 Agenda for Sustainable 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;

Aware of the multiple dimensions of Human Rights and the need to take into account the specific issues and needs of various communities and groups;

Emphasize that the realization of the 2030 Agenda and the human rights require the participation of all the government institutions and the civil society at large;

Satisfied with the collaboration under the earlier MoU between 2017 and 2019;

Take note of the Norms and Standard Settings in Human Rights produced by Komnas HAM RI;

The Parties hereby agree to renew the MoU with the following terms:

Article 1 Purpose

The purpose of this MoU is to facilitate the cooperation between the Parties to promote human rights-based approach, in the area of UNESCO expertise including, but not limited to, Freedom of Expression, Media Freedom, Artistic Freedom, Rights of Persons with Disabilities, and the application of Human Rights-based approach to the implementation of the Sustainable Development Goals (SDGs).

Article 2 Areas of Cooperation

The Parties undertake to collaborate in the following areas:

2.1 Human Rights and SDGs: Recognizing the need for a strong accountability mechanism in the hand of the civil society to monitor the progress of SDGs from the Human Rights perspective, the Parties will collaborate to raise funds and design projects aimed at promoting a Human Rights-based Approach to the development plan and policy implementation in Indonesia.

The collaboration in this area includes promoting a **web-based tool on SDGs and Human Rights** developed in 2017 to link the SDG targets and indicators with the human rights obligations of the Government of Indonesia under national law and international treaties. Eight SDGs remain to be analyzed and integrated into the tool, while the present web-based tools contained nine SDGs also need to be upgraded.

Komnas HAM RI will continue to host this tool on its server and make it free of access to the public through its website and explore ways to promote the use of the web tool in cooperation with UNESCO. In addition, the Parties will further encourage civil society and NGOs to use this web-based tool for advocacy and monitoring human rights.

2.2 Freedom of Expression, Safety of Journalists and Press Freedom: Under their mandate, the Parties will collaborate towards promoting freedom of expression both offline and online, in particular through awareness-raising, capacity-building, policy advice, and the observation of relevant international days, including but not limited to the World Press Freedom Day (3 May) and International Day to End Impunity for Crimes against Journalists (2 November).

In line with the UNESCO 2005 Convention on the Diversity of Cultural Expressions and Human Rights Standard Norms on Rights to Freedom of Opinion and Expression, the Parties will collaborate for wider public outreach and sensitization on Freedom of Expression, Press Freedom and Artistic Freedom through various means including workshops, curriculum development, social media campaign, and other events as appropriate.

2.3 Promotion and Protection of the Rights of Persons with Disabilities: In accordance with their mandate, the Parties will collaborate both online and offline towards promoting and protecting the rights of Persons with Disabilities through capacity-building and policy advice in the initiative of the Network of Mayors for Inclusive-Cities, human rights cities and innovative approaches to collecting and managing disability data.

Article 3 Financing

All financing required to implement this MoU 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 RI

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, following the 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 independently 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 to arise 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 RI:
Komnas HAM RI
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 RI and UNESCO may, if necessary, enter into supplementary arrangements, as stipulated for the implementation of the present MoU.

Article 11 Amendment

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

Article 12 Evaluation

Parties agree to conduct periodic evaluation of MoU once 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) years 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 before the intended date of termination.

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

IN WITNESS WHEREOF, the undersigned, being duly authorized there to, have signed the present MoU in the English language in two copies.

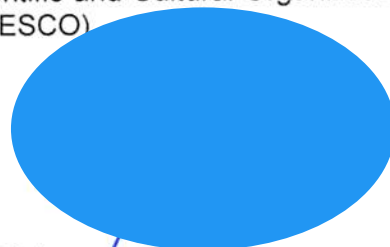
For Komnas HAM RI



Mr. Ahmad Taufan Damanik
Chairperson

Date:

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



Mr. Mohamed Djelid
Director of the UNESCO
Regional Science Bureau for Asia and
UNESCO Representative for Indonesia

Date: