



REPUBLIK INDONESIA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA REPRESENTED
BY THE MINISTRY OF HIGHER EDUCATION, SCIENCE, AND
TECHNOLOGY
AND
THE GOVERNMENT OF AUSTRALIA
REPRESENTED BY THE DEPARTMENT OF EDUCATION
ON COOPERATION IN HIGHER EDUCATION AND RESEARCH**

The Government of the Republic of Indonesia represented by the Ministry of Higher Education, Science, and Technology and the Government of Australia represented by the Department of Education, hereinafter referred to singularly as the "Participant", and collectively as "the Participants";

Desiring to strengthen cooperation and collaboration between Australia and Indonesia in the fields of higher education and research for the national development of each Participant;

Recognising the benefits which the Participants will derive from strengthening their mutual, bilateral higher education and research cooperation, as well as the value of international cooperation and policy dialogue in higher education and research for realising national objectives;

Taking Into Account the Indonesia-Australia Comprehensive Strategic Partnership, as decided in the Joint Declaration of the Comprehensive Strategic Partnership on 31 August 2018, and its Plans of Action;

Pursuant to the prevailing laws and regulations in force in their respective countries;

Have reached the following understandings:

Paragraph 1

Objective

The objective of this Memorandum of Understanding (hereinafter referred to as “MoU”) is to enhance and promote mutually beneficial cooperation between the Participants in the fields of higher education and research.

Paragraph 2

Areas of Cooperation

The areas of cooperation under this MoU may include, but are not limited to:

- a. higher education;
- b. research in fields and themes identified by the Participants based on national priorities;
- c. transnational education, including through online and blended learning;
- d. qualifications recognition and quality assurance;
- e. tertiary vocational education and training; and
- f. professional development of students, lecturers, academics, researchers, and other professionals in higher education and research.

Paragraph 3

Forms of Cooperation

The forms of cooperation under this MoU may include, but are not limited to:

- a. collaborating on reforms, governance, policy development, curriculum, assessment, accreditation, standardisation, quality assurance, funding, and regulatory and auditing systems to reduce barriers to higher education and research cooperation;

- b. expanding and supporting student, academic and researcher mobility between both countries, including by exchanging information on, and raising awareness of, study and research opportunities (including scholarships, fellowships, and student internships);
- c. encouraging information and knowledge-sharing, and capacity building between students, lecturers, academics, researchers, and other professionals to further professional development and encourage collaboration in their respective fields;
- d. encouraging institutional partnerships, and supporting the formation of partnerships between higher education and research institutions within the jurisdictions of the Participants, including raising awareness of higher education and research systems and policies, and sharing information about current collaboration activities and opportunities;
- e. exploring linkages between higher education institutions and strategic industry sectors;
- f. encouraging cooperation and sharing of information and experiences, best principles, practices and policies in qualifications recognition, quality assurance and higher education systems to increase mobility for students, lecturers, academics, researchers, and other professionals;
- g. promoting cooperation through targeted meetings, policy dialogues, conferences, forums, symposia, and other joint activities on the issues of mutual interest; and
- h. encouraging Indonesian and English languages learning to support and strengthen connection between Indonesian and Australian communities and networks.

Paragraph 4 Implementation

1. The Participants will jointly develop detailed arrangements for the implementation of this MoU.
2. Each Participant will be responsible for coordinating the implementation of its side of such plans and programs.

3. Either Participant may invite the participation of a relevant third party for the implementation of this MoU upon written consent of the other Participant.

Paragraph 5
Joint Working Group

1. The Participants will establish a Joint Working Group (hereinafter referred to as "JWG"), the responsibilities of which include: to identify and plan the project or program for the implementation of cooperation activities under this MoU; to regularly monitor, assess, and review the implementation of the MoU; and to identify and address barriers to cooperation.
2. The JWG is to be co-chaired by senior officials of the Participants and comprises representatives of the Participants as well as other related ministries, agencies and institutions, if it is deemed necessary and subject to mutual consent of the Participants.
3. The JWG will meet biennially or when the need arises, alternately in Indonesia and Australia or virtually.

Paragraph 6
Financial Arrangement

The Participants undertake to mutually determine the costs that each Participant is responsible for on a case-by-case basis, subject to the availability of funds.

Paragraph 7
Protection of Intellectual Property

1. The Participants will respect, within its territory, the intellectual property of the other Participant brought in for the implementation of cooperative activities under this MoU in accordance with the laws and regulation in their respective countries.

2. The ownership and the use of the intellectual property resulting from the implementation of this MoU will be identified and jointly determined by the Participants and/or other entities related to the implementation of this MoU through separate arrangements.
3. The Participants decide that the provisions of this paragraph will survive the expiration or termination of this MoU.

Paragraph 8

Genetic Resources, Traditional Knowledge, and Traditional Cultural Expressions

1. The Participants and the institutions within the jurisdictions of the Participants will recognise the value of Genetic Resources, Traditional Knowledge and Traditional Cultural Expressions (GRTK&TCE) and the rights of holders of GRTK&TCE to the effective protection of GRTK&TCE against any misuse and misappropriation in the implementation of this MoU.
2. Access to, and utilisation of, the GRTK&TCE of the Participants and/or the institutions within the jurisdictions of the Participants will be regulated in specific arrangements concluded by the Participants and/or other related entities.

Paragraph 9

Material Transfer Arrangement

The research material originating from either Participant and/or the institutions within the jurisdictions of the Participants used for cooperation activities under this MoU will, to the fullest extent possible, be dealt with in the country of origin. In the event that such research material needs to be transferred outside the territory of the country of origin, the transfer will be conducted through a Material Transfer Arrangement to be mutually determined by the Participants and/or other entities related to the implementation of this MoU in accordance with the prevailing laws and regulations of the country of origin.

Paragraph 10
Confidentiality and Publication

1. The Participants will observe the confidentiality of documents, information and other data received from the other Participant for and/or jointly developed from the implementation of cooperation activities under this MoU or any other arrangements concluded pursuant to this MoU, which is marked as confidential and will not disclose such confidential documents, information or other data to any third party without prior written consent of the other Participants, unless a Participant is required to disclose that information by applicable law.
2. The Participants determine that each Participant may publish the existence and nature of activity under this MoU provided that either Participant does not indicate in writing that a specific matter should remain confidential.
3. This Paragraph will continue to be observed notwithstanding the termination or expiration of this MoU.

Paragraph 11
Code of Conduct

The Participants will take necessary measures to ensure that their personnel engaged in any cooperation activities under this MoU respect and comply with the relevant domestic laws and regulations of the host Participant.

Paragraph 12
Amendment

This MoU may be amended at any time by mutual written consent of the Participants. Such amendment will form an integral part of this MoU and will come into effect on the date as determined by the Participants.

Paragraph 13
Settlement of Disputes

The Participants undertake to resolve any dispute arising from the implementation and/or interpretation of the provisions of this MoU amicably through consultation and/or negotiation.

Paragraph 14
Commencement and Termination

1. This MoU will commence on the date of the last signing by the Participants and will remain in effect for a period of five (5) years and may be extended for another period of five (5) years upon mutual written consent of the Participants.
2. Each Participant may terminate this MoU at any time by giving the other Participant a written notification at least 6 (six) months prior to the intended date of termination.
3. The termination and/or expiration of this MoU will not affect the completion of ongoing programs or projects, unless the Participants decide otherwise.

Paragraph 15
Status

This MoU does not constitute a legally binding instrument and does not create binding rights or obligations between the Participants under international law, nor will it prejudice obligations under other international instruments, nor create any legal relationship between the Participants under the relevant domestic law of either Participant. The Participants will act and cooperate in good faith in accordance with the terms of this MoU.

IN WITNESS WHEREOF, the Undersigned have signed this MoU.

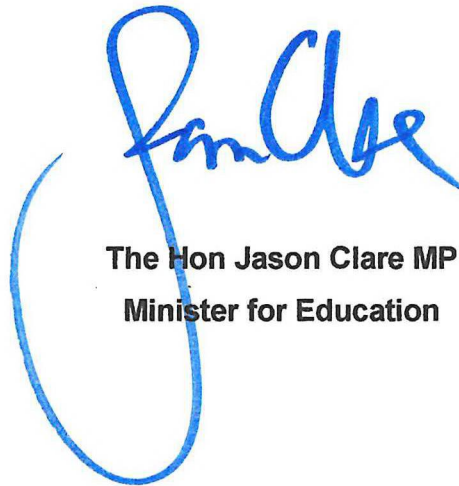
SIGNED at Jakarta on 10 November and at on in the year in two original copies each in Indonesian and English languages, both texts having equal validity. In case of any divergence on the interpretation of this MoU, the English text will prevail.

**FOR THE
GOVERNMENT OF THE REPUBLIC
OF INDONESIA**



**Brian Yulianto
Minister of Higher Education,
Science, and Technology**

**FOR THE
GOVERNMENT OF AUSTRALIA**



**The Hon Jason Clare MP
Minister for Education**