



**REPUBLIK INDONESIA**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MINISTRY OF EDUCATION AND CULTURE  
OF THE REPUBLIC OF INDONESIA  
AND  
THE DEPARTMENT FOR BUSINESS, INNOVATION AND SKILLS  
ON BEHALF OF THE GOVERNMENT AND DEVOLVED ADMINISTRATIONS  
OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND  
ON COOPERATION  
IN THE FIELD OF EDUCATION**

The Ministry of Education and Culture of the Republic of Indonesia and The Department for Business, Innovation and Skills of the United Kingdom of Great Britain and Northern Ireland hereinafter individually referred to as "the Participant" and collectively as "the Participants;"

**RECOGNIZING** the importance of the principles of sovereignty, equality, mutual respect, and mutual benefit;

**DESIRING** to increase bilateral cooperation and mutual assistance in the provision of education in their respective countries;

**ACKNOWLEDGING** the achievement already obtained in these areas, including within the framework of technical cooperation;

**BELIEVING** that education cooperation would benefit the Participants;

**REFERRING** to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Indonesia on Cooperation in the Fields of Education, Science, and Culture, signed in London, on 13<sup>th</sup> June 2002;

**TAKING INTO ACCOUNT** the Joint Communiqué between the Ministry of Education and Culture of the Republic of Indonesia and The Department for Business, Innovation and Skills of the United Kingdom of Great Britain and Northern Ireland on Partnership in the Field of Education, signed in Jakarta on 11<sup>th</sup> April 2012;

**PURSUANT** to the prevailing laws and regulations in their respective countries as well as the procedures and policies on education;

**HAVE COME TO THE FOLLOWING UNDERSTANDING:**

**ARTICLE 1  
OBJECTIVE**

The objective of this Memorandum of Understanding (MoU) is to strengthen mutual cooperation in education on a reciprocal basis for the advancement of knowledge and intellectual development.

**ARTICLE 2  
SCOPE OF COOPERATION**

The present MoU will have the following scope of cooperation:

1. to increase the exchange of students, faculty members, teachers, experts, and administration staff on projects and programmes that will be mutually beneficial to the Participants. Such exchange may involve teaching assignments, joint research and publications, joint degree, and study visits;
2. to encourage the development of bilateral programmes between educational institutions in primary, secondary and higher education that will mutually beneficial to the Participants;
3. to provide scholarships to students, faculty members, teachers, and administration staff of the Participants, on the availability of fund;
4. to promote the establishment of an Indonesian Studies Centre in the UK;
5. to explore new programme to introduce knowledge-based economy partnerships, linking universities with business and industry;
6. to explore the possibility of credit transfers and similar programmes between recognised institutions of higher learning in the Participants and the possibilities for mutual recognition of academic, professional and vocational qualifications;
7. to support the exchange of ideas and experience in educational policy through policy dialogue and consultancy visits between advisors, and officials of the Participants; and
8. other areas as mutually be agreed upon by the Participants.

**ARTICLE 3  
IMPLEMENTATION**

The Participants shall implement the MoU through specific arrangements, programmes or projects.

**ARTICLE 4  
FUNDING**

The cost of the cooperative activities under this MoU will be funded on terms to be mutually determined by the Participants and will be subject to the availability of funds.

**ARTICLE 5**  
**PARTICIPATION OF OTHER INSTITUTIONS**

The Participants may invite other government and non-governmental institutions to implement this MoU in accordance with the applicable laws in their respective countries.

**ARTICLE 6**  
**LIMITATION OF PERSONNEL ACTIVITIES**

Each Participant will ensure that its personnel engaged in activities under this MoU shall respect and comply with the laws and regulations of the host country and will not be involved in any political affairs in the host country outside the activities or programs under this MoU.

**ARTICLE 7**  
**JOINT WORKING GROUP**

1. The Participants hereby establish a Joint Working Group to facilitate, monitor, evaluate, and review the implementation of this MoU; and
2. The Joint Working Group will be co-chaired by a representative of the Participants with participation by representatives of other Ministries and Agencies and will meet at least once a year and once every two years, the Joint Working Group will be attend by the relevant Ministers alternately in Indonesia and in the United Kingdom of Great Britain and Northern Ireland.

**ARTICLE 8**  
**CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

1. The Participants will ensure that the educational data and information mutually provided and developed, including the results of joint research carried out under this MoU, shall be treated confidentially and will not be transferred or supplied to a third Participant without the prior written consent of the other Participant;
2. Each Participant will protect, within its territory, intellectual property rights of the other Participant in accordance with the domestic law in force in their respective country; and
3. In case specific arrangements, programs or projects may results in intellectual property, such property rights will be jointly owned and the Participant shall conclude separate arrangements for the protection of such property.

**ARTICLE 9**  
**TRADITIONAL KNOWLEDGE**

1. The Participants will recognize the value of traditional knowledge and recognize the rights of holders of traditional knowledge to the effective protection over traditional knowledge against misuse and misappropriation of the Participants.
2. Access to traditional knowledge including their collection, conservation and exchange of traditional knowledge under this MoU will be regulated in specific implementing arrangement.

**ARTICLE 10  
SETTLEMENT OF DISPUTE**

Any dispute or differences arising from the implementation and/or the interpretation of the provisions of this MoU will be settled amicably by consultation or negotiation between the Participants.

**ARTICLE 11  
AMENDMENT**

This MoU may be reviewed and amended at any time, by mutual written consent of the Participants through diplomatic channel. Such revisions or amendments will come into effect on the date as may be determined by the Participants and will form an integral part of this MoU.

**ARTICLE 12  
ENTRY INTO FORCE, DURATION, AND TERMINATION**

1. This MoU will come into effect on the date of its signing;
2. This MoU will remain effective for a period of 5 (five) years and may be extended for another period for 5 (five) years by mutual consent by the Participants, unless either Participant notifies in writing through diplomatic channels of its intention to terminate this MoU 6 (six) months in advance;
3. Either Participant may terminate this MoU at anytime by giving written notification to the other Participant at least 6 (six) months prior to the intended date of termination; and
4. The termination of this MoU shall not affect the validity of any arrangements, programmes, activities or projects until the completion of such arrangements, programmes activities or projects.

**IN WITNESS WHEREOF**, the undersigned have signed this MoU.

**DONE** in duplicate in London on the twenty eighth day of May in the year two thousand and twelve in Indonesian and English, all text being equally authentic. In case of any divergence of interpretation, the English text shall prevail.



-----  
**Mohammad Nuh**

Minister for Education and Culture  
of the Republic of Indonesia



-----  
**David Willetts**

Minister of State for Universities and  
Science

For the Department for Business,  
Innovation and Skills on behalf of the  
Government and Devolved Administrations  
of the United Kingdom of Great Britain and  
Northern Ireland