

MEMORANDUM OF UNDERSTANDING

BETWEEN: THE UNITED NATIONS CHILDREN'S FUND (hereinafter "UNICEF"), having its headquarter office at 3 UN Plaza, New York, New York, 10017 USA; and having its Indonesia Country Office WTC 6 building, Jl. Jendral Sudirman kav.29-31, Jakarta

AND: UNIVERSITAS ISLAM NEGERI (UIN) ALAUDDIN MAKASSAR, having its headquarters' office at Jl. H.M. Yasin Limpo No. 36 Samata, Kab. Gowa, Sulawesi Selatan, Indonesia

NUMBER: 3200.A/Un.06/HM.01/00/2021

Preamble

THIS MEMORANDUM OF UNDERSTANDING (this "MoU") is entered into between UNICEF and UIN Alauddin Makassar, referred to herein as a "Party" and together as the "Parties"

WHEREAS, UNICEF works with governments, civil society organizations and other partners world-wide to advance children's rights to survival, protection, development and participation, and is guided by the Convention on the Rights of the Child.

WHEREAS, UIN Alauddin Makassar is a State Islamic University which aims to advance the Three Pillars of Higher Education (*Tri Dharma Perguruan Tinggi*) comprising of education, research and community service.

WHEREAS, UNICEF and UIN Alauddin Makassar, reflecting their shared commitment to children and their families, now wish to develop a strengthened relationship around promoting cooperation between the two parties to advance development objectives for children in the Republic of Indonesia.

NOW THEREFORE, UNICEF and UIN Alauddin Makassar agree to enter into this MoU to set out a general framework governing their relationship through the exchange of expertise and cooperation in projects and other types of mutual cooperation.

Article 1 – Background and Scope of Work

Based on complementary advantages and identified commonality of vision, the Parties have a mutual desire to integrate the child welfare, education, health and protection issues addressed in Tri Dharma of UIN Alauddin Makassar, in the following areas:

1. Academic programme: In collaboration with UNICEF, provide a supportive environment so that professors, lecturers, and students better understand the basics of fulfilling children's rights in the fields of health, education, social protection, and child protection, enabling them to understand child rights issues in their ecosystem, and then adaptively and proactively apply their knowledge and skills to addressing them within the scope of professional ethics in working with children. Interventions related to academics may include but not be limited to capacity building for lecturers in child rights and child protection including developing lesson materials or lecturer modules that integrate child rights and child protection, or strengthening internship programs with focus on child rights and child protection in social/government institutions.

- modules that integrate child rights and child protection, or strengthening internship programs with focus on child rights and child protection in social/government institutions.
2. Research and knowledge management: Support capacity strengthening to be able to access information and strengthen the knowledge base on child rights and child protection through research and study. The partnership will also aim to utilize knowledge sharing between UNICEF and the university in conducting collaborative research and publishing the results of research carried out collaboratively.
 3. Community services: Have a strong child and family perspective to be able to analyze problems in the community, find solutions and strengthen services for children and families, particularly in providing support and assistance for vulnerable children in the community.

Article 2 – Implementation of the Partnership

Within the above framework of joint vision, principles and strategies of the collaboration, the Parties have identified the following interrelated lines of action and specific areas of cooperation for the following period:

- A. **Academic and educational collaboration.** The Parties agree to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity, involving where applicable triangular academic collaboration with national research institutions, teaching, experience sharing/dissemination and capacity development.
 - Conducting collaborative research projects
 - Exchange of information and academic resources that are of mutual interest
 - Collaborative research, joint symposia and conducting lectures
 - Promoting other academic co-operation as mutually agreed
- B. **Leveraging partnerships.** The Parties agree to develop joint outreach, communication activities, and mobilising attention and support at all levels including, but not limited, to fundraising for common action. Of specific interest is promoting and orienting private sector engagement and investment in child-relevant spheres, including but not limited to, a common focus on facilitating social enterprise development. Areas for joint collaboration may include:
 - Community based assistance programs
 - Institutional based assistance programs particularly in Islamic institutions such as Madrasah, child-friendly Islamic boarding school, and orphanages
 - Family based assistance programs
- C. **Technology for development research and documentation.** The Parties agree to focus on development, contextual adaptation, testing of product/equipment solutions for learning innovations. Furthermore, the Parties will document the results of the collaboration using digital technology such as e-learning, and designing the application so this information can be disseminated to a wider audience.



Article 3 – General Provisions

- 3.1 The collaboration under this MoU is based on the free-of-cost provision and exchange of information, staff time and expertise. The Parties agree and understand that this MoU shall not create or give rise to any legally binding obligations upon UNICEF or UIN Alauddin Makassar in the absence of separate specific written agreements for activities or projects signed on behalf of each of the Parties. Where such will be concluded, activities will be carried out in accordance with the laws and regulations of the Republic of Indonesia. The Parties acknowledge and agree that each Party's implementation of this MoU and separate specific written agreements shall be subject to the rules, regulations, policies and procedures of such Party.
- 3.2 This MoU provides no exclusivity between both Parties in the scope of any cooperation, does not endorse a specific entity, does not create any rights in any person, and does not create any obligations for any third party.
- 3.3 Nothing in or related to this MoU shall be deemed a waiver, either express or implied, of any of the privileges and immunities of the United Nations and UNICEF under the Convention on the Privileges and Immunities of the United Nations or otherwise, and no provision of this MoU shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities. In the case of any dispute, controversy or claim, the Parties will attempt to reach agreement amicably by direct negotiations.

Article 4 – Confidentiality and Publicity

- 4.1 The Parties agree to coordinate reciprocally how they publicise this MoU or the collaboration between the Parties, and neither Party will issue any press release or make any public announcement without the prior approval of such other Party.
- 4.2 Both Parties may use each other's name, logo, and emblem, but only in connection with the MoU and the collaboration between the Parties and only with the prior written consent of the other Party. The UNICEF name, logo, and emblem may only be reproduced in ways set out in UNICEF's "Brand Toolkit".
- 4.3 The Parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MoU. If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the Parties will enter into a written non-disclosure agreement.
- 4.2 All direct outcomes of the collaboration under this MoU may be documented, published, and made freely available for the global public good, by both Parties in mutual coordination. Where new intellectual property will be generated as a result of the collaboration under this MoU or subsequent separate specific written agreements for joint activities or projects the Parties agree to either place it in the public domain or under joint intellectual property rights.

Article 5 – Settlement of Disputes

5.1 Any dispute arising between the Parties concerning the interpretation or implementation of this MoU shall be settled through amicable negotiation between them. If no agreement can be reached within thirty (30) days, the dispute will be decided by the Rector of UIN Alauddin Makassar and the Representative of UNICEF Indonesia meeting together, in person or otherwise, to consider the matter.

Article 6 – Duration and Termination

6.1 This MoU will become effective once both UNICEF and UIN Alauddin Makassar sign it and will be in effect for five years (*maximum duration is end of the current programme cycle*). Both Parties agree to review this Memorandum of understanding after three years following the date of signing and acknowledge that this MoU is subject to revision and termination at any time by mutual consent or by three months' notice by either Party.

6.2 This MoU shall nonetheless remain in effect thereafter to the extent necessary to permit an orderly settlement of all arrangements made with respect to ongoing cooperation activities including any separate agreements entered into in accordance with Article 3 of this MoU.

The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:



On behalf of
UIN ALAUDDIN
MAKASSAR
REPUBLIC OF INDONESIA

Prof. Hamdan Juhannis, MA., PhD
Rector
UIN Alauddin Makassar
Republic of Indonesia

Date 19/10/2021



On behalf of
UNICEF Indonesia
INDONESIA

Debora Comini
Representative
UNICEF Indonesia
Republic of Indonesia

Date 09/09/2021