ACICIS Yogyakarta Office

Gg. Alamanda CT X/ 18A, Catur Tunggal Depok, Sleman Yogyakarta 55281 Indonesia Telephone: (62-274) 561477

Email: enquiries.indonesia@acicis.edu.au

MEMORANDUM OF UNDERSTANDING (MoU) Between

The Australian Consortium for 'In-Country' Indonesian Studies (ACICIS) and

Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security

In facilitating students' placements

BETWEEN

1. Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security Regional Secretariat, located at Jl. A.A. Maramis Kayuwatu, Kairagi II, Manado, North Sulawesi 95254, Indonesia

and

2. The Australian Consortium for 'In-Country' Indonesian Studies (ACICIS), established with the support of Australian Government and Australian member universities, located at (Gg. Alamanda CT X/18A, Sleman, Yogyakarta 55281) Indonesia

WHEREAS:

The Australian Consortium for 'In-Country' Indonesian Studies (ACICIS) was established with Australian government support in 1994 to provide a unique support network for students wishing to experience living and studying in Indonesia. A key component in all of ACICIS's 'in-country' programs is the opportunity to provide students with real-life, vocational learning experiences in participating businesses, government agencies, or non-governmental organisations ('Host Organisations');

CTI-CFF agrees to support ACICIS's 'in-country' program in relation to providing its students with learning experiences by placing the students in the secretariat of CTI-CFF;

NOW THEREFORE, ACICIS and CTI-CFF agree to enter into this MOU with the following terms and conditions:

ACICIS agrees and acknowledges:

ACICIS shall have the following responsibilities:

- a. ACICIS is responsible for ensuring all that students proposed to be placed in CTI-CFF have obtained appropriate visas and meet all immigration requirements in accordance with the prevailing Indonesian immigration regulations applicable to the students.
- b. ACICIS will provide appropriate advice and support to CTI-CFF regarding the requirements of the placement for the duration of the program.

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- c. ACICIS also agrees and acknowledges that by agreeing to participate in this program, CTI-CFF will not be in any way construed as being the sponsor company of any of the students
- d. ACICIS will provide an individual 'Stakeholder Protocol' for each student per program to determine the student's workload during their placement with CTI-CFF.

2. **CTI-CFF** agrees and acknowledges:

- a. That CTI-CFF has the right to accept or reject the student participants' applications based on their academic merit, professional/ voluntary experience, background check and/or other criteria as determined by CTI-CFF;
- b. In any cases where a student's conduct in CTI-CFF's premises not meet its own code of ethics and workplace conduct, CTI-CFF has the right to terminate the student's professional placement, providing written documentation justifying the reasons for termination to ACICIS's Resident Director;
- c. ACICIS should indemnify and hold harmless CTI-CFF, its Partners and employees against any claims resulting from or in connection with the negligence or wilful misconduct of ACICIS or the students placed in CTI-CFF.
- d. Placements with ACICIS are non-paid positions, which aim at giving ACICIS students a learning experience in an organisation (in this case, in CTI-CFF) within their field of study or interest.
- e. During placements, each Student will have to maintain good communications with his/her mentor at CTI-CFF as well as with ACICIS.
- f. The placement does not establish an employment relationship between the Student and CTI-CFF.
- g. Students undertaking placements with ACICIS are unpaid and neither ACICIS nor CTI-CFF is responsible for meeting any of the Student's expenses or for insuring the Student against any injury or loss.
- h. It is the Student's responsibility to have comprehensive travel insurance during the Student's placement period at CTI-CFF.
- i. The Student must comply with Host Organisation's Codes of Conduct and any other CTI-CFF policies applicable to them.
- j. CTI-CFF agrees to provide each participant with:
 - A 'mentor' who will supervise and advise the participant;
 - On-going advice regarding the student's duties in the work environment;
 - A conducive work environment and facilities for the participant (desk/ work space, access to equipment);
 - A list of any specific tasks or deliverables to be completed for the Student's work placement, prior to the commencement of the placement.
- k. CTI-CFF will involve the participant in all the normal activities of the work environment, as appropriate to the participant's level of experience and skill;
- I. CTI-CFF will provide ACICIS with a brief written assessment report by the mentor on the participant by the end of the internship (1-2 paragraphs);
- m. CTI-CFF will provide ACICIS with feedback on the program and any suggestions for future improvements.

Term: This MoU is valid for a period of 12 months from the date of signing by both Parties.



The Australian Consortium for 'In-Country' Indonesian **Studies**

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Confidentiality: ACICIS, its team and the students, during the term of this MoU may be exposed to information which is confidential and/or privileged and proprietary in nature ("Confidential Information) and therefore ACICIS agrees to keep confidential both during and after the term of this MoU all Confidential Information that belongs to CTI-CFF and other CTI-CFF Indonesia entities.

This MOU shall be governed by and construed in accordance with the laws of the Republic of Indonesia and the parties hereto subject themselves to the non-exclusive jurisdiction of the Indonesian Courts.

Complete Understanding and Modification: This MoU constitutes the complete and exclusive understanding and agreement of the parties regarding its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this MoU will be effective only if in writing and signed by the duly authorized representative of each party.

Non-exclusive agreement: ACICIS understands that this MoU does not constitute an exclusive agreement between the parties. ACICIS acknowledges that nothing in this MoÚ shall prevent or limit CTI-CFF or other CTI-CFF Indonesia entities from having a similar program with another entity or organization.

EXECUTED as an agreement by the parties:

EXECUTED for and on behalf of **THE AUSTRALIAN CONSORTIUM OF 'IN-COUNTRY' INDONESIAN STUDIES** by:

MS ELENA WILLIAMS, MA:

Signature

Position title:

ACICIS Resident Director



The Australian Consortium for 'In-Country' Indonesian Studies

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EXECUTED for and on behalf of CTI-CFF (Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security) by Widi A. Pratikto Ph.D, Executive Director of Regional Secretariat CTI-CFF

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Signature

Position title:

Executive Director of Regional Secretariat CTI-CFF