

REGULATION OF THE MINISTER OF NATIONAL DEVELOPMENT
PLANNING/THE HEAD OF NATIONAL DEVELOPMENT PLANNING AGENCY OF
THE REPUBLIC OF INDONESIA
NUMBER 4 OF 2021
ON
MANAGEMENT OF COOPERATION IN THE MINISTRY OF NATIONAL
DEVELOPMENT PLANNING/
THE NATIONAL DEVELOPMENT PLANNING AGENCY

BY THE BLESSINGS OF ALMIGHTY GOD

THE MINISTER OF NATIONAL DEVELOPMENT PLANNING/THE HEAD OF
NATIONAL DEVELOPMENT PLANNING AGENCY OF THE REPUBLIC OF
INDONESIA,

- Considering :
- a. that cooperation is an important aspect in supporting the achievement of national development priorities involving various stakeholders;
 - b. that the administration order of cooperation documents needs to be improved for the management of cooperation in the Ministry of National Development Planning/the National Development Planning Agency;
 - c. that in order to realize good governance to support the duties and functions of the Ministry of National Development Planning/the National Development Planning Agency, it is necessary to regulate the management of cooperation in the Ministry of National Development Planning/the National Development Planning Agency;
 - d. that based on the considerations as referred to in point a, point b, and point c, it is necessary to issue a Regulation of the Minister of National Development Planning/the Head of National Development Planning Agency on the Management of Cooperation in the Ministry of National Development Planning/the National Development Planning Agency;
- Observing :
1. Article 17 section (3) of the 1945 Constitution of the Republic of Indonesia;
 2. Law Number 39 of 2008 on State Ministries (State Gazette of the Republic of Indonesia of 2008 Number 166, Supplement to the State Gazette of the Republic of Indonesia Number 4916);
 3. Law Number 24 of 2009 on National Flag, Language, Coat of Arms, and Anthem (State Gazette of the Republic of Indonesia of 2009 Number 109, Supplement to the State

- Gazette of the Republic of Indonesia Number 5035);
4. Government Regulation Number 10 of 2011 on Procedures for Foreign Loan Procurement and Grant Receipt (State Gazette of the Republic of Indonesia of 2011 Number 23, Supplement to the State Gazette of the Republic of Indonesia Number 5202);
 5. Government Regulation Number 28 of 2018 on Regional Cooperation (State Gazette of the Republic of Indonesia of 2018 Number 97, Supplement to the State Gazette of the Republic of Indonesia Number 6219);
 6. Presidential Regulation Number 65 of 2015 on the Ministry of National Development Planning (State Gazette of the Republic of Indonesia of 2015 Number 112);
 7. Presidential Regulation Number 66 of 2015 on the National Development Planning Agency (State Gazette of the Republic of Indonesia of 2015 Number 113) as amended by Presidential Regulation Number 20 of 2016 on an amendment to Presidential Regulation Number 66 of 2015 on the National Development Planning Agency (State Gazette of the Republic of Indonesia of 2016 Number 43);
 8. Presidential Regulation Number 16 of 2018 on Government Procurement (State Gazette of the Republic of Indonesia of 2018 Number 33) as amended by Presidential Regulation Number 12 of 2021 on amendment to Presidential Regulation Number 16 of 2018 on Government Procurement (State Gazette of the Republic of Indonesia of 2021 Number 63);
 9. Presidential Regulation Number 63 of 2019 on the Use of Indonesian Language (State Gazette of the Republic of Indonesia of 2019 Number 180);
 10. Regulation of the Minister of National Development Planning/the Head of National Development Planning Agency Number 4 of 2020 on Official Document Administration of the Ministry of National Development Planning/the National Development Planning Agency (State Bulletin of the Republic of Indonesia of 2020 Number 786);
 11. Regulation of the Minister of National Development Planning/the Head of National Development Planning Agency Number 14 of 2020 on Organization and Work Administration of the Ministry of National Development Planning/the National Development Planning Agency (State Bulletin of the Republic of Indonesia of 2020 Number 1564);

HAS DECIDED:

To issue: REGULATION OF THE MINISTER OF NATIONAL DEVELOPMENT PLANNING/THE HEAD OF NATIONAL DEVELOPMENT PLANNING AGENCY ON MANAGEMENT OF COOPERATION IN THE MINISTRY OF NATIONAL DEVELOPMENT PLANNING/THE NATIONAL DEVELOPMENT PLANNING AGENCY.

CHAPTER I
GENERAL PROVISIONS

Article 1

In this Ministerial Regulation:

1. Cooperation means any activity to achieve common goals based on consent between the Ministry of National Development Planning/the National Development Planning Agency and other parties within the scope of its their duties and functions.
2. Cooperation Document means any official document containing consent between the Ministry of National Development Planning/the National Development Planning Agency and its Cooperation partner(s).
3. Ministry of National Development Planning/National Development Planning Agency hereinafter referred to as Ministry of Planning means the Ministry administering government affairs in the field of national development planning.
4. Minister of National Development Planning hereinafter referred to as Minister of Planning means the Minister administering government affairs in the field of national development planning.
5. Secretary of the Ministry of National Development Planning/Executive Secretary of the National Development Planning Agency, hereinafter referred to as Secretary of the Ministry, means an element supporting the Minister in providing administrative support to all elements in the Ministry of Planning.
6. *Madya* High Official Work Unit, hereinafter referred to as Echelon I Work Unit, means any work unit led by a *madya* high official in the Ministry of Planning.
7. *Pratama* High Official Work Unit, hereinafter referred to as Echelon II Work Unit, means any work unit led by a *pratama* high official in the Ministry of Planning.
8. Cooperation Partner means any party entering into Cooperation Document and implementing cooperation with the Ministry of Planning.

Article 2

- (1) This Ministerial Regulation is intended as a legal basis for work units in the Ministry of Planning in the context of managing Cooperation and administering Cooperation Document executed by the Ministry of Planning and its Cooperation Partner(s).
- (2) This Ministerial Regulation aims:
 - a. to create an order in the management of Cooperation;
 - b. to synergize between Cooperation and the implementation of the duties and functions of the Ministry of Planning;
 - c. to provide clarity of pattern and certainty of the management of Cooperation in the Ministry of Planning;
 - d. to harmonize the type, classification, and content of Cooperation Document; and

- e. to mitigate risks arising from the implementation of Cooperation.

Article 3

The scope of this Ministerial Regulation includes:

- a. principles, classification, and patterns of Cooperation;
- b. initiatives and proposals of Cooperation;
- c. drafting of Cooperation Document;
- d. negotiation and consent on Cooperation Document;
- e. printing and initialing of Cooperation Document;
- f. signing of Cooperation Document;
- g. archiving of Cooperation Document;
- h. implementation of Cooperation; and
- i. monitoring and evaluation of Cooperation.

CHAPTER II PRINCIPLES, CLASSIFICATION, AND PATTERNS OF COOPERATION

Article 4

Cooperation is carried out based on the principles of:

- a. conformity to the duties and functions of the Ministry of Planning;
- b. harmony with the established development policies, priorities, and plans;
- c. clarity in its implementation and benefits;
- d. consolidation of work units;
- e. freedom of contract in accordance with the prevailing legislation;
- f. deliberation for consensus;
- g. administrative order and accountability; and
- h. being based on performance indicators, effectiveness, and efficiency.

Article 5

- (1) The classification of Cooperation in the Ministry of Planning includes:
 - a. Domestic Cooperation; and
 - b. International Cooperation.
- (2) Domestic Cooperation as referred to in section (1) point a is Cooperation between the Ministry of Planning and its domestic Cooperation Partner(s).
- (3) Domestic Cooperation Partner(s) as referred to in section (2) involve(s):
 - a. state institutions;
 - b. ministries/non-ministerial government institutions;
 - c. local governments;
 - d. Indonesian legal entities;
 - e. domestic business entities;
 - f. community organizations;
 - g. community groups; and/or
 - h. individual Indonesian citizens.
- (4) International Cooperation as referred to in section (1) point b is Cooperation between the Ministry of Planning and its international Cooperation Partner(s).

- (5) International Cooperation Partner(s) as referred to in section (4) involve(s):
 - a. foreign governments;
 - b. bilateral organizations;
 - c. multilateral organizations;
 - d. international non-governmental organizations;
 - e. foreign legal entities;
 - f. foreign business entities; and/or
 - g. individual foreign citizens.

Article 6

- (1) Cooperation patterns in the Ministry of Planning include:
 - a. Cooperation among government institutions;
 - b. Cooperation for regional development synergy;
 - c. grant Cooperation;
 - d. Cooperation for procurement of goods/services; and
 - e. self-help Cooperation;
- (2) Cooperation among government institutions as referred to in section (1) point a is carried out for collaborative programs and activities among government institutions and/or other state institutions in accordance with their respective authority, duties, and functions based on the provisions of legislation.
- (3) Cooperation for regional development synergy as referred to in section (1) point b is carried out to synergize the planning and implementation of regional development by having agreement and work plans in accordance with the provisions of legislation in the field of regional cooperation.
- (4) Grant Cooperation as referred to in section (1) point c, is carried out to implement programs and activities financially supported by grants in the form of money, goods, and/or services in accordance with the provisions of legislation in the field of grants.
- (5) Cooperation in the procurement of goods/services as referred to in section (1) point d, is carried out to implement plans for of Government procurement through providers and/or self-managed in accordance with the provisions of legislation in the field of Government procurement.
- (6) Self-help Cooperation as referred to in section (1) point e, is carried out by parties to collaborate on programs and activities through joint implementation based on their respective resources and not depending on financial support from the others.

CHAPTER III

PROPOSALS AND INITIATIVES OF COOPERATION

Article 7

- (1) Initiatives of Cooperation in the Ministry of Planning may be carried out by:
 - a. the Minister;
 - b. *madya* high official; and/or
 - c. *pratama* high official.
- (2) *Madya* high officials as referred to in section (1) point b comprise:

- a. the Secretary of the Ministry;
 - b. Deputies; and
 - c. Minister's Expert Staff.
- (3) *Pratama* high officials as referred to in section (1) point c comprise:
- a. Directors;
 - b. Heads of Centers; and
 - c. Heads of Bureaus.

Article 8

- (1) In addition to the initiatives of Cooperation as referred to in Article 7 section (1), a Cooperation Partner may submit a Cooperation proposal to the Ministry of Planning.
- (2) The proposal from the Cooperation Partner as referred to in section (1) is submitted in writing to the Minister, *madya* high officials, and/or *pratama* high official containing:
 - a. background of the Cooperation Partner;
 - b. relevance with related development plans; and
 - c. cooperation implementation plan.

Article 9

- (1) Initiatives of Cooperation as referred to in Article 7 section (1) are introduced to the Secretary of the Ministry.
- (2) The Cooperation initiatives as referred to in Article 7 section (1) are introduced with the consideration of:
 - a. clarity on the status, capacity, authority, and background of the Cooperation Partner;
 - b. conformity between the duties and functions of the Ministry of Planning and the implementation of the Cooperation;
 - c. clarity of objectives, implementation plans, results, and benefits of the Cooperation;
 - d. harmony of the scope of Cooperation with related policies, priorities, and development plans;
 - e. relationship between the implementation of the Cooperation and the work units in related development sectors;
 - f. readiness of resources, financing, and technical implementation of the Cooperation; and
 - g. the results of monitoring and evaluation of the Cooperation, if necessary, or if such Cooperation has been held previously.
- (3) The Secretary of the Ministry assigns the Bureau for Planning, Organization, and Governance as well as the Bureau for Legal Affairs to organize an internal consolidation meeting and/or a meeting with the Cooperation Partner.
- (4) The internal consolidation meeting as referred to in section (3) involves Echelon I Work Units and/or Echelon II Work Units in charge of duties and functions related to the implementation of the Cooperation.
- (5) The meeting with the Cooperation Partner as referred to in section (3) is held to dig up information and explore Cooperation potentials.
- (6) Provisions regarding the initiatives and proposals of

Cooperation in the form of implementation instructions are determined by the Secretary of the Ministry.

CHAPTER IV DRAFTING OF COOPERATION DOCUMENTS

Part One Procedures for Drafting of Cooperation Documents

Article 10

- (1) The Bureau for Legal Affairs drafts Cooperation Document that is a part of its assignment as referred to in Article 9 section (3).
- (2) In drafting a Cooperation Document as referred to in section (1), the Bureau for Legal Affairs takes into account:
 - a. conformity between the pattern of Cooperation and the type and content of the Cooperation Document to be agreed upon;
 - b. conformity between the clauses of the Cooperation Document and the language rules and legal interpretation;
 - c. a review based on the considerations as referred to in Article 9 section (2); and
 - d. the provisions of the relevant legislation.

Article 11

- (1) The stages in drafting Cooperation Document comprise:
 - a. the preparation of a draft Cooperation Document;
 - b. the refinement of the draft Cooperation Document; and
 - c. finalization of the draft Cooperation Document.
- (2) The preparation of the draft Cooperation Document as referred to in section (1) point a may be conducted by:
 - a. the Bureau for Legal Affairs; or
 - b. a Cooperation Partner.
- (3) The refinement of a draft Cooperation Document as referred to in section (1) point a is conducted by the Bureau for Legal Affairs by:
 - a. reviewing the draft Cooperation Document; and
 - b. discussing the draft Cooperation Document with relevant work units in the Ministry of Planning.
- (4) The finalization of the draft Cooperation Document as referred to in section (1) point c is conducted by the Bureau for Legal Affairs by:
 - a. reviewing the input for the draft Cooperation Document from Cooperation Partners;
 - b. conducting negotiation with the Cooperation Partners; and
 - c. coordinating consent.
- (5) Provisions regarding the procedures for the preparation of Cooperation Document in the form of standard operating procedures are determined by the Secretary of the Ministry.

Part Two
Types, Classification, and Content of Cooperation Document

Article 12

- (1) The types of Cooperation Document in the Ministry of Planning comprise:
 - a. general Cooperation Document; and
 - b. technical Cooperation Document.
- (2) General Cooperation Document as referred to in section (1) point a is Cooperation Document agreed upon in a strategic scope, non-binding as the basis for the technical implementation, and valid for a long period of time.
- (3) General Cooperation Document as referred to in section (1) point a cannot be used for technical implementation of Cooperation.
- (4) Technical Cooperation Document as referred to in section (1) point b is Cooperation Document agreed upon within a specific scope, binding on technical implementation, and valid within a certain fiscal year.
- (5) Technical Cooperation Document as referred to in section (1) point b is follow-up to the general Cooperation Document.
- (6) Technical Cooperation Document as referred to in section (5) may be prepared without a general Cooperation Document, as long as it is conducted in accordance with the provisions of legislation or made based on an agreement.

Article 13

- (1) Classification of Cooperation Document in the Ministry of Planning comprises:
 - a. domestic Cooperation Document; and
 - b. international Cooperation Document.
- (2) Domestic Cooperation Document as referred to in section (1) point a may include:
 - a. general Cooperation Document with nomenclatures:
 1. a letter of intent; and
 2. a memorandum of understanding.
 - b. technical Cooperation Document with nomenclatures:
 1. agreement/contract; and
 2. Cooperation agreement.
- (3) International Cooperation Document as referred to in section (1) point b may include:
 - a. general Cooperation Document with nomenclatures:
 1. letter of intent; and
 2. memorandum of understanding;
 - b. technical Cooperation Document with nomenclatures:
 1. agreement/contract; and
 2. cooperation agreement.
- (4) The use of Cooperation Document nomenclatures other than those as referred to in section (2) and section (3) is required to be consulted with the Bureau for Legal Affairs.

Article 14

- (1) The content of general Cooperation Document as referred to in section (1) point a at least contains:
 1. objectives;
 2. scope;
 3. implementation;
 4. financing;
 5. duration;
 6. governance;
 7. monitoring and evaluation;
 8. settlement of disputes;
 9. correspondence; and
 10. amendments.
- (2) The content of technical Cooperation Document as referred to in section (1) point b at least contains:
 1. objectives;
 2. scope;
 3. implementation;
 4. financing;
 5. duration;
 6. rights and obligations/roles and responsibilities;
 7. governance;
 8. intellectual property rights;
 9. confidentiality;
 10. monitoring and evaluation;
 11. force majeure;
 12. settlement of disputes;
 13. correspondence; and
 14. amendments.
- (3) The content of Cooperation Document as referred to in section (1) and section (2) may be adjusted based on the input of a Cooperation Partner and the review of the Bureau for Legal Affairs.

Part Three

Systematics of Cooperation Document

Article 15

- (1) Cooperation Document consists of:
 - a. title;
 - b. preamble;
 - c. body/contents; and
 - d. closing.
- (2) When necessary, Cooperation Document as referred to in section (1) may contain an annex.
- (3) Title as referred to in section (1) point a contains information on:
 - a. nomenclature of Cooperation Document as referred to in Article 13 section (2) and section (3);
 - b. the parties;
 - c. the name of Cooperation; and
 - d. the Cooperation Document number.
- (4) Preamble as referred to in section (1) point b contains:
 - a. the comparison/identity of the parties;
 - b. the recital/foundation of the Cooperation; and

- c. the premise of Cooperation agreement.
- (5) Body/content as referred to in section (1) point c contains clauses in accordance with the content of Cooperation Document as referred to in Article 14.
- (6) Closing as referred to in section (1) point d contains:
 - a. the premise of authentication and the Cooperation Document number; and
 - b. columns of names, positions, and signatures of the parties.
- (7) Annex as referred to in section (2) contains complementary documents in details that may not be contained in the body/content, and is an integral part of the Cooperation Document.
- (8) Provisions regarding the systematics and format of Cooperation Document are listed in the Annex that is an integral part of this Ministerial Regulation.

Part Four Special Cooperation Document

Article 16

- (1) The Systematics of Cooperation Document may not comply with the provisions of Article 15, in the event that:
 - a. there is a specific need for a special Cooperation Document; or
 - b. there is an obligation to follow a certain Cooperation pattern based on legislation that regulates special Cooperation Document.
- (2) Specific needs as referred to in section (1) point a include:
 - a. amendments to the clauses of Cooperation Document; and/or
 - b. preparation of other documents from Cooperation Document.
- (3) The amendments to the clauses in the Cooperation Document as referred to in section (2) point a result in a special Cooperation Document in the form of:
 - a. addendum of changes/amendments; or
 - b. exchange of letters.
- (4) The preparation of other documents from Cooperation Document as referred to in section (2) point b results in a Cooperation document that may contain legal and governance provisions as part of the Cooperation Document.
- (5) The special Cooperation Document that follows the Cooperation pattern as referred to in section (1) point b, includes:
 - a. Cooperation Document for Cooperation for regional development synergy that refers to the legislation in the field of regional cooperation;
 - b. Cooperation Document for grant Cooperation that refers to the legislation in the field of grants; or
 - c. Cooperation Document for procurement of goods/services cooperation that refers to the legislation in the field of Government procurement.
- (6) The preparation of the special Cooperation Document as

referred to in section (2) is coordinated by an Echelon I Work Unit, an Echelon II Work Unit, and/or officials given the authority related to the implementation of the Cooperation with the Bureau for Legal Affairs for review.

Part Five
Language and Translation of Cooperation Document

Article 17

The international Cooperation Document as referred to in Article 13 section (1) point b must be prepared in Indonesian and English in accordance with the provisions of legislation in the field of language.

Article 18

- (1) The Bureau for Legal Affairs coordinates the translation of the English Cooperation Document into Indonesian.
- (2) The translation as referred to in section (1) is carried out together with an Echelon I Work Unit and/or Echelon II Work Unit in charge of duties and functions related to the implementation of the Cooperation.

CHAPTER V
NEGOTIATION AND CONSENT
ON COOPERATION DOCUMENT

Part One
Negotiation

Article 19

- (1) Negotiation is an effort to develop a mutual understanding and to make decisions with a Cooperation Partner on the implementation of Cooperation the results of which are stated in Cooperation Document.
- (2) The negotiation as referred to in section (1) adopts the following approaches:
 - a. consolidation of decision making;
 - b. common perception on the implementation of Cooperation; and
 - c. constructive persuasion or compromise by adhering to the principles of Cooperation and the provisions of legislation.

Article 20

- (1) The Secretary of the Ministry establishes a Cooperation negotiation team consisting of at least:
 - a. the Bureau for Planning, Organization, and Governance;
 - b. the Bureau for Legal Affairs;
 - c. the Inspectorate of General Administration; and
 - d. the Inspectorate of Institutional Performance.
- (2) A negotiation team as referred to in section (1) performs duties in:
 - a. preparing bargaining position notes;
 - b. conducting negotiation; and

- c. reporting the results of negotiation.
- (3) The bargaining position notes as referred to in section (2) point a are materials, information, and the results of a study related to Cooperation that need to be discussed and agreed upon with a Cooperation Partner.
- (4) Negotiation as referred to in section (2) point b may be conducted in the form of:
 - a. correspondence negotiation;
 - b. direct negotiation; and/or
 - c. teleconference negotiation.
- (5) The results of negotiation as referred to in section (2) point c are reported by the negotiating team to the Secretary of the Ministry with minutes or reports containing the results of a Cooperation consent.
- (6) Provisions regarding the negotiation procedures in the form of implementation instructions are determined by the Secretary of the Ministry.

Part Two Consent

Article 21

- (1) The Bureau for Legal Affairs follows up on the results of a Cooperation consent as referred to in Article 20 section (5) with the final draft of Cooperation Document.
- (2) The Bureau for Legal Affairs submits the final draft of Cooperation Document to the Cooperation Partner(s) for approval.
- (3) The submission of the final draft of Cooperation Document as referred to in section (2) is made through an Echelon I Work Unit and/or an Echelon II Work Unit in charge of duties and functions related to the implementation of the Cooperation.

CHAPTER VI PRINTING AND INITIALING OF COOPERATION DOCUMENT

Article 22

- (1) The Bureau for Legal Affairs prints the final draft of Cooperation Document that has obtained approval as referred to in Article 21 section (3).
- (2) The final draft of Cooperation Document as referred to in section (1) is printed on special paper.
- (3) In the event that the Cooperation Document cannot be printed on special paper as referred to in section (2), the Bureau for Legal Affairs coordinates the printing of the final draft of the Cooperation Document with other paper as agreed with the Cooperation Partner(s).
- (4) Provisions regarding the printing and special paper format of Cooperation Document are listed in the Annex that is an integral part of this Ministerial Regulation.

Article 23

- (1) The Bureau for Legal Affairs submits the final draft of Cooperation Document that has been printed to be initialed by:
 - a. *madya* high officials in charge of duties and functions related to the implementation of the Cooperation, if the Cooperation Document will be signed by the Minister or the Secretary of the Ministry;
 - b. *pratama* high officials in charge of duties and functions related to the implementation of the Cooperation, if the Cooperation Document will be signed by a *madya* high official; or
 - c. *pratama* high officials in charge of duties and functions related to the implementation of the Cooperation, if the Cooperation Document will be signed by a relevant *pratama* high official.
- (2) The Head of the Bureau for Legal Affairs inscribes an initial before proceeding the signing.
- (3) The Initial as referred to in section (2) is inscribed on each page of Cooperation Document, both on its original prints and duplicate.
- (4) In the event that Cooperation Document cannot be initialed directly on a special paper or other paper, an authorized *madya* high official or *pratama* high official may submit proof of initials on the final draft of the Cooperation Document that has been agreed with the Cooperation Partner to the Bureau for Legal Affairs.
- (5) Provisions regarding the initialling of Cooperation Document are listed in the Annex that is an integral part of this Ministerial Regulation.

CHAPTER VII
SIGNING OF COOPERATION DOCUMENT

Part One
Signing Authority

Article 24

- (1) Cooperation Document is signed by an authorized official with consideration of:
 - a. the pattern of Cooperation as referred to in Article 6 section (1);
 - b. the type of Cooperation Document as referred to in Article 12 section (1); and
 - c. rank and equality of the signatories of Cooperation Partner(s).
- (2) The signing authority with consideration of the Cooperation pattern as referred to in section (1) point a is exercised:
 - a. in Cooperation among government institutions by:
 1. the Minister;
 2. the Secretary of the Ministry;
 3. a *madya* high official; or
 4. *apratama* high official.
 - b. in Cooperation for regional development synergy by:
 1. the Minister;

2. the Secretary of the Ministry;
 3. a *madya* high official; or
 4. a *pratama* high official.
 - c. in Grant Cooperation by:
 1. the Minister;
 2. the Secretary of the Ministry; or
 3. other officials as determined by the Minister.
 - d. in Cooperation in the procurement of goods/services by:
 1. the Minister as the budget user;
 2. the Secretary of the Ministry or other officials as determined by the Minister as proxy of budget user; or
 3. a commitment-making officer.
 - e. in self-help Cooperation by:
 1. the Minister;
 2. the Secretary of the Ministry;
 3. a *madya* high official; or
 4. a *pratama* high official.
- (3) The signing authority with consideration of the type of Cooperation Document as referred to in section (1) point b is exercised:
 - a. in general Cooperation Document by:
 1. the Minister;
 2. the Secretary of the Ministry; or
 3. a *madya* high official.
 - b. in the technical Cooperation Document by:
 1. the Minister;
 2. the Secretary of the Ministry;
 3. a *madya* high official;
 4. a *pratama* high official; or
 5. a commitment-making officer.
- (4) The rank and equality of the signatories as referred to in section (1) point c is coordinated with the Bureau for Legal Affairs for input.
- (5) Provisions regarding the signing authority scheme of Cooperation Document are listed in the Annex that is an integral part of this Ministerial Regulation.

Article 25

Cooperation Document may not be signed by:

- a. an acting official; or
- b. an official caretaker.

Part Two

Signing Procedures

Article 26

- (1) Cooperation Document that has been printed and initialed is followed up with:
 - a. sticking on duty stamps;
 - b. the signing; and
 - c. the affix of an official stamp.
- (2) The sticking on duty stamps as referred to in section (1) point a is made over Cooperation Document that is:

- a. explaining civil relations; or
 - b. used as evidence in court, in accordance with the provisions of legislation on duty stamps.
- (3) The signing as referred to in section (1) point b may be conducted with:
 - a. a ceremonial signing; or
 - b. desk to desk signing.
 - (4) The affix of the official stamp as referred to in section (1) point c is made over a signed Cooperation Document pursuant to the provisions of the Ministerial Regulation on the official document structure.
 - (5) The affix of the stamp is made over a domestic Cooperation Document.
 - (6) Provisions regarding the signing procedures are listed in the Annex that is an integral part of this Ministerial Regulation.

CHAPTER VIII ARCHIVING OF COOPERATION DOCUMENT

Article 27

- (1) The numbering of Cooperation Document is applied on domestic Cooperation Document.
- (2) The numbering of Cooperation Document as referred to in section (1) is conducted by the Bureau for Legal Affairs.

Article 28

- (1) The Cooperation Document having been signed by the Ministry of Planning and its Cooperation Partner(s) is archived by the Bureau for Legal Affairs.
- (2) The Bureau for Legal Affairs submits a copy of Cooperation Document at the request of an Echelon I Work Unit or an Echelon II Work Unit.
- (3) The Bureau for Legal Affairs may utilize a Cooperation Document storage system manually and digitally in accordance with the archival norm.

CHAPTER IX IMPLEMENTATION OF COOPERATION

Article 29

- (1) The implementation of Cooperation having been agreed by the Ministry of Planning and its Cooperation Partner(s) falls under the responsibility of the signatory officials as well as the Echelon I Work Unit(s) and/or Echelon II Work Unit(s) in charge of duties and functions related to the implementation of the Cooperation.
- (2) The implementation of Cooperation as referred to in section (1) is carried out in accordance with its Cooperation Document.

Article 30

- Echelon I Work Unit(s) and/or Echelon II Work Unit(s) in charge of duties and functions related to the implementation of Cooperation may request assistance to:
- a. the Bureau for Planning, Organization, and Governance;

- b. the Bureau for Legal Affairs;
- c. the Inspectorate of General Administration; and/or
- d. the Inspectorate of Institutional Performance.

Article 31

- (1) Echelon I Work Unit(s) and/or Echelon II Work Unit(s) in charge of duties and functions related to the implementation of Cooperation review the implementation of Cooperation at least 1 (one) time in 1 (one) year since the Cooperation Document is agreed.
- (2) Echelon I Work Unit(s) and/or Echelon II Work Unit(s) as referred to in section (1) submit reviews on the implementation of Cooperation to:
 - a. the Bureau for Planning, Organization, and Governance;
 - b. the Bureau for Legal Affairs;
 - c. the Inspectorate of General Administration; and
 - d. the Inspectorate of Institutional Performance.
- (3) Provisions regarding the review, format, and instructions for conducting the review as referred to in section (1) are listed in the Annex that is an integral part of this Ministerial Regulation.

CHAPTER X

MONITORING AND EVALUATION OF COOPERATION

Article 32

Monitoring and evaluation are carried out with the aims:

- a. to observe the benefits and achievements of Cooperation;
- b. to identify issues in the implementation of Cooperation;
- c. to provide input or suggestions for improvement on the implementation of Cooperation; and
- d. to measure the conformity of the implementation of Cooperation with the provisions of Cooperation Document.

Article 33

- (1) Monitoring and evaluation of the implementation of Cooperation are carried out by the Secretary of the Ministry and coordinated by:
 - a. the Bureau for Planning, Organization, and Governance; and
 - b. the Bureau for Legal Affairs.
- (2) Monitoring and evaluation as referred to in section (1) are conducted at least 1 (one) time in 1 (one) year.
- (3) Monitoring and evaluation are carried out by:
 - a. analyzing reviews as referred to in Article 31;
 - b. conducting consolidation meetings; and/or
 - c. organizing field visits.
- (4) In conducting the monitoring and evaluation as referred to in section (3), the Secretary of the Ministry involves Echelon I Work Unit(s), Echelon II Work Unit(s), and other related work units in the Ministry of Planning.
- (5) The Secretary of the Ministry submits a report on the results of the monitoring and evaluation of Cooperation to the Minister.

- (6) Provisions regarding the monitoring and evaluation of Cooperation in the form of implementation instructions are determined by the Secretary of the Ministry.

CHAPTER XI
SUPPORT OF INFORMATION AND COMMUNICATION
TECHNOLOGY

Article 34

- (1) The Management of Cooperation is implemented with the support of information and communication technology.
- (2) In the implementation of the support of information and communication technology as referred to in section (1), the Bureau for Legal Affairs coordinates with the Center for Data and Information for Development Planning.

CHAPTER XII
TRANSITIONAL PROVISIONS

Article 35

Cooperation Document prevailing before the issuance of this Ministerial Regulation remains valid until the expiration of its validity period.

Article 36

This Ministerial Regulation comes into force on the date of its promulgation.

In order that every person know hereof, it is ordered to promulgate this Ministerial Regulation by its placement in the State Bulletin of the Republic of Indonesia.

Issued in Jakarta
on 10 September 2021

MINISTER OF NATIONAL
DEVELOPMENT PLANNING/HEAD OF
NATIONAL DEVELOPMENT PLANNING
AGENCY OF THE REPUBLIC OF
INDONESIA,

signed

SUHARSO MONOARFA

Promulgated in Jakarta
on 13 September 2021

DIRECTOR GENERAL OF LEGISLATION
OF THE MINISTRY OF LAW AND HUMAN RIGHTS
OF THE REPUBLIC OF INDONESIA,

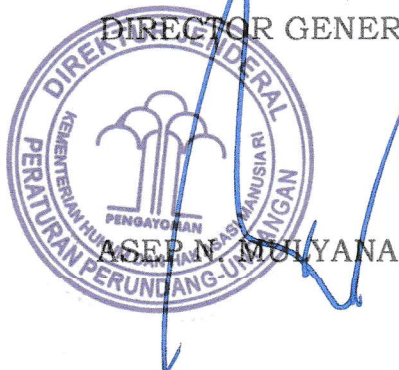
signed

BENNY RIYANTO

STATE BULLETIN OF THE REPUBLIC OF INDONESIA OF 2021 NOMOR 1035

Jakarta, 20 November 2023
Has been translated as an Official Translation
on behalf of Minister of Law and Human Rights
of the Republic of Indonesia

DIRECTOR GENERAL OF LEGISLATION,



ANNEX TO
REGULATION OF THE MINISTER OF
NATIONAL DEVELOPMENT
PLANNING/THE HEAD OF NATIONAL
DEVELOPMENT PLANNING AGENCY
NUMBER 4 OF 2021
ON
MANAGEMENT OF COOPERATION IN
THE MINISTRY OF NATIONAL
DEVELOPMENT PLANNING/THE
NATIONAL DEVELOPMENT PLANNING
AGENCY

A. PREPARATION OF COOPERATION DOCUMENTS

1. Systematics of Cooperation Documents

Cooperation Documents as the basis for a relationship of Cooperation between the Ministry of Planning and its Cooperation Partners needs to be prepared with a particular drafting technique to ensure that the provisions to be agreed upon are in accordance with: (a) the pattern of Cooperation, the type and content of Cooperation Document; (b) rules of language and legal interpretation; (c) review of Cooperation considerations; and (d) the provisions of relevant legislation.

The drafting of Cooperation Document depends on the characteristics or patterns of Cooperation that will be agreed upon with a Cooperation Partner. In this Ministerial Regulation, several patterns of Cooperation have already had their format of Cooperation Document and mechanisms of Cooperation pursuant to the prevailing legislation, such as Regional Cooperation, Grant Cooperation, and Cooperation in the Government Procurement. These special forms are designated as Special Cooperation Documents in accordance with this Ministerial Regulation, thus the systematics and content of the Special Cooperation Documents will adhere to the legislation in compliance with applicable best practices.

In addition, the understanding regarding types of agreed Cooperation Document, namely (a) general Cooperation Document; and (b) technical Cooperation Document that need to be comprehensively understood by the existing work units and authorized officials. In the implementation of Cooperation, general Cooperation Document such as a memorandum of understanding cannot be used as the basis for technical implementation commitments since the agreed contents or provisions of

the Cooperation are still at a general and strategic level. Therefore, a general Cooperation Document needs to be followed up with a technical Cooperation Document such as agreements/contracts - to ensure a certainty of commitment and accountability for technical implementation of Cooperation.

The systematics of Cooperation Document regulated under this Ministerial Regulation can provide an overview and become a general reference for work units and officials at the Ministry of Planning in understanding several aspects in drafting and preparing draft Cooperation Document. A Cooperation Document that is drafted systematically can show that it is not only an official document, but also a document that has logical consequences in the relationship of Cooperation itself, and will confirm the values of good governance.

The systematics of Cooperation Document consist of:

a. Title

The title is a part of the cover page of Cooperation document which consists of:

1. Nomenclature

The Nomenclature of Cooperation Document is the name or the term for Cooperation Document that is defined according to the type of the Cooperation Document and its contents. General Cooperation Document may use nomenclature, such as:

a) Letter of Intent

A Letter of Intent is an initial agreement - as an alternative to a memorandum of understanding - that is arranged briefly to show the intention to carry out non-binding Cooperation in certain fields.

b) Memorandum of Understanding

A Memorandum of Understanding is a strategic initial agreement that contains clauses that describe the framework for implementing Cooperation in general, and is followed up with a technical Cooperation Document.

Meanwhile, technical Cooperation Document may use nomenclature, such as:

a) Agreement/Contract

An Agreement/Contract is a follow-up agreement on general Cooperation Document or an agreement that can be agreed directly as it contains clauses that are binding on technical implementation, such as the existence of rights and obligations (*prestatie en contraprestie*).

b) Cooperation Agreement

Similar to an Agreement/Contract, Cooperation Agreement is also an Agreement document that specifically agrees on the technical framework for the implementation of Cooperation, which includes the clarity of roles and responsibilities, financing, and the technical implementation plan of Cooperation.

2. Parties

The names of the parties included in Cooperation Document are the names of entities as a whole, and not the names of work units or positions in an institution. The name of the Ministry of Planning is written as:

**Kementerian Perencanaan Pembangunan Nasional/
Badan Perencanaan Pembangunan Nasional**

**The Ministry of National Development Planning/
National Development Planning Agency**

In the event that the Ministry of Planning represents a broad range of Government institutions, it can also be:

Pemerintah Republik Indonesia

The Government of the Republic of Indonesia

Cooperation Partners that bind themselves individually in accordance with the Cooperation patterns (such as for individual grants or consulting services) may use their real names as in their identity cards. A proper name/loanword/translation of an institution in the international Cooperation Document should not be written in italics.

3. Name of Cooperation

The Name of Cooperation is defined after reviewing the outline of Cooperation that reflects the scope of Cooperation while considering the type of Cooperation Document (general or technical). The Name of Cooperation should not be written using abbreviations or foreign words without clear absorption/translation. For example:

**Climate Change Mitigation and Adaptation Planning for Achieving
the Sustainable Development Goals
(*Tujuan Pembangunan Berkelanjutan*)**

**The Utilization of Data and Development of Geospatial Information
for Renewable Energy Development Planning**

4. Cooperation Document Number

For the purposes of archiving and recording in the database, the numbering of domestic Cooperation Document is carried out by the Bureau for Legal Affairs. Meanwhile the numbering of Special Cooperation Document may be done by an authorized official, for example the government procurement contract may be signed by a commitment-making officer.

b. Preamble

The Preamble of Cooperation Document is a part of Cooperation Document that describes the basic authority of the parties, the basis for consideration, and a statement of Cooperation agreement that consists of:

1. Comparison/identification of the parties

Comparison is a part that explains the authority of the parties clearly and concisely based on the identity of officials or persons who represents them.

For example:

On _____ day, dd/mm/20__), the undersigned:

I. (Proper Name) : in the position of the Deputy Minister for _____, acting for and on behalf of the Ministry of National Development Planning/the National Development Planning Agency, located at the Bappenas Building, Jl. Taman Suropati No. 2, Jakarta Pusat – 10310, hereinafter referred to as **the First Party**; and

II. (Proper Name) : in the position of (*position of the official authorized to sign*), acting for and on behalf of (name of the Cooperation Partner institution), resides at _____, hereinafter referred to as **the Second Party**.

The First Party and the Second Party are hereinafter collectively referred to as **the Parties**, and each is referred to as a **Party**.

An official's name can be completed with titles, if the Cooperation Partner's official also includes titles in his/her name. The following example is an appearance and identification of the parties that can be used without mentioning the names of officials:

This (Nomenclature of Cooperation Document) is signed in Jakarta on _____, made by and between:

I. The Ministry of National Development Planning/the National Development Planning Agency of the Republic of Indonesia, represented by the Secretary of the Ministry of National Development Planning/Executive Secretary of the National Development Planning Agency, located at the Bappenas Building, Jl. Taman Suropati No. 2, Jakarta Pusat – 10310, Indonesia hereinafter referred to as "**Bappenas**"; and

II. (Name of the Cooperation Partner Institution), represented by (*position of the official authorized to sign*), resides at _____, hereinafter referred to as " _____ ".

2. Recital/foundation of Cooperation

Recital/foundation of Cooperation is a brief description of the background, basis, urgency, or reasons for Cooperation to be agreed upon. The Cooperation Recital may contain an explanation of: (a) the background of the parties; (b) the urgency of Cooperation and its relation to the duties and functions of the parties; (c) the relevant legal basis or General Cooperation Document, if any, as the basis for an initial agreement. For example:

The Parties explain as follows:

1. that the Ministry of National Development Planning/the National Development Planning Agency carries out government duties and functions in the field of national development planning that require public participation and collaboration with various development partners, one of which is higher education institutions;
2. that Universitas Indonesia is one of the Legal Entity State Universities (*Perguruan Tinggi Negeri Badan Hukum*, PTNBH) which carries out its duties and functions based on Government Regulation Number 68 of 2013 on the Statute of Universitas Indonesia as amended by Government Regulation Number 75 of 2021;
3. that **the Parties** have already had a precedent for cooperation based on the Memorandum of Understanding between the Ministry of National Development Planning/Bappenas and Universitas Indonesia Number ____ and Number __ concerning Education, Research, and Community Service signed in Jakarta, on _____ and ending on ;
4. that **the Parties** consider it necessary to cooperate as a form of sustainability for the collaboration and participation carried out in the process of planning and the implementation of national development.

3. Premise of Cooperation agreement

The premise of Cooperation agreement is clearly stated in Cooperation Document, thus confirming that there is Cooperation that refers to the provisions in the Cooperation Document. For example:

Based on the matters described above, **the Parties** agreed to Cooperation Agreement on the Development and Calculation of the Legal Development Index, hereinafter referred to as “PKS” (*Perjanjian Kerja Sama*), with the following provisions:

c. Body/contents

The body/contents of Cooperation Document is the part that contains the agreed terms or clauses taking into account the type of Cooperation Document and the pattern of Cooperation being carried out. The Clauses of Cooperation Documents are agreed upon in accordance with the principle of freedom of contract with due observance of the provisions of the legislation. The content of

Cooperation clauses in this Ministerial Regulation is only an example of best practices. The Cooperation clauses in the body/contents of Cooperation Document contain:

1. Objective

The objective clause is contained to describe the aims and objectives of the implementation of Cooperation, both of the administrative and substantive aspects. Administratively, Cooperation Document is prepared as the basis for the agreement of the parties in implementing Cooperation. For example:

This Memorandum of Understanding is prepared with the aim of establishing a legal basis for the implementation of cooperation based on the principles of good faith and good governance.

Meanwhile, substantively, Cooperation Document is agreed in the context of cooperation to realize a common mission related to the implementation of duties and functions of the parties. For example:

This Memorandum of Understanding aims to implement cooperation in national development planning, based on expertise, experience, and in accordance with each party's respective resources to strengthen national development planning in various fields.

2. Scope

The scope clause is contained to describe the scope, such as the fields and forms of Cooperation activities to be carried out, in order to make clarity in technical implementation. A well-designed scope will show conformity between the agreed clauses and the reality of technical implementation.

In general Cooperation Document, such as a memorandum of understanding, the scope should reflect the big picture of strategic cooperation in a relatively long period of time. For example:

- (1) The scope of this Memorandum of Understanding includes:
 - a. synchronization of development planning and implementation in the Greater Bandung Metropolitan Area; and
 - b. training to increase the capacity of planners in the regions.
- (2) The form of implementation of the scope as referred to in paragraph (1) may take the form of activities that include:
 - a. coordination, consultation, and facilitation of regional planning;
 - b. training, studies, scientific seminars; and
 - c. other activities as long as it is in accordance with the objectives of this Memorandum of Understanding and the provisions of legislation.

Meanwhile, in technical Cooperation Document such as a cooperation agreement, the scope explains the technical and concrete implementation descriptions within a certain period of time. For example:

- (1) The scope of the Cooperation Agreement includes:
 - a. discussion and consultation to determine the study method;
 - b. the implementation of a study on the perception of the people of Bandung City on inclusive economic growth;
 - c. coordinating and collecting references or data that will be used to compile an inclusive economic development index;
 - d. the implementation of dissemination and public discussion on the inclusive economic development index in Bandung City to the sub-district level; and
 - e. the preparation of reports on the results of the implementation of activities.
- (2) The technical description of the scope as referred to in paragraph (1) is agreed by **the Parties** in the form of Work Plan.

3. Implementation

The implementation clause is contained to provide operational clarity of Cooperation. In general Cooperation Document, it is necessary to appoint an official or personnel in the implementation in accordance with their duties and functions and to be followed up with compiling a technical Cooperation Document. For example:

- (1) The technical implementation of cooperation based on this Memorandum of Understanding will be followed up and agreed in more detail by **the Parties** in a separate cooperation agreement.
- (2) The cooperation agreement as referred to in paragraph (1) is prepared no later than 3 (three) months after this Memorandum of Understanding is signed, containing at least details of the scope of activities and preparation of work plans including financing and working groups.
- (3) The cooperation agreement as referred to in paragraph (1) will be agreed and signed by:
 - a. **The First Party** that can be represented by an echelon I or echelon II official who carries out duties and functions related to the technical implementation of the cooperation; and
 - b. **The Second Party** by appointing an official assigned by (**the Cooperation Partner**).
- (4) **The Parties** may involve other stakeholders in the implementation of the cooperation upon mutual agreement.

Meanwhile, in technical Cooperation Document, the implementation may contain targets, outputs/results, benefits, determination of working groups, technical processes for activities, reporting, and/or other matters deemed necessary to ensure the technical implementation of Cooperation.

For example:

- (1) The implementation of activities in collaboration between **the Parties** will produce soft copies and hard copies of the results of the 2020 Human Development Index that can be used together for the benefit of national development, replication, dissemination, promotion of programs and activities, and measurement of national development achievements;
- (2) The delivery of the results of the activities as referred to in paragraph (1) shall be carried out through the Minutes of Handover (*Berita Acara Serah Terima*, BAST) signed by **the Parties** and made in 2 (two) copies.

4. Financing

The financing clause is contained to provide clarity and certainty on the sources or the existence of financing supports for the implementation of Cooperation. The determination of the financing aspect will be influenced by the characteristics or pattern of Cooperation itself. In the pattern of Cooperation among Government Institutions and the pattern of Cooperation for Regional Development Synergy, the financing is sourced from the state/local budget. In the Grant Cooperation pattern, Cooperation will use financing from the Cooperation Partner as the grantor with a mechanism based on the provisions of legislation in the field of grants. In the pattern of Goods/Services Procurement Cooperation, the Cooperation will use state budget financing carried out by Cooperation Partners as providers or implementers of self-management with a mechanism based on the provisions of legislation in the field of government procurement. Meanwhile, in the Self-help Cooperation pattern, financing support from one party to another is not yet required and can be determined by the financing source of each party. For example:

All financing needed for the implementation of the cooperation is sourced from the budget of **the Parties** and/or other legal sources of financing in accordance with the provisions of legislation.

The financing for the implementation of activities will become the responsibility of **the First Party** and is sourced from the 2021 State Budget and/or other legal sources of financing in accordance with the provisions of legislation.

5. Duration

The duration clause is contained to determine when Cooperation will start, end, be terminated, or be extended. Duration is agreed upon with the consideration of sustainability, technical

implementation agenda, and the estimated time required. In general Cooperation Document, the duration is relatively long, namely 3 (three) to 5 (five) years due to the more general and strategic nature of the Cooperation. Meanwhile, in the technical Cooperation Document, the duration is usually agreed upon for a particular fiscal year -in line with the available resources and financial support- or more than one year (multiyear).

For example:

- (1) This Memorandum of Understanding is valid for a period of 3 (three) years starting from the date of signing, and may be extended or terminated based on a written agreement by **the Parties**.
- (2) The period of time as referred to in paragraph (1) shall be carried out by taking into account the results of monitoring and evaluation of the implementation of the cooperation.
- (3) In the event that one of **the Parties** wishes to terminate this Memorandum of Understanding before the expiry of the period as referred to in paragraph (1), **the Party** shall notify the intention of the termination in writing to **the other Party** not later than 30 (thirty) days before the termination takes effect.
- (4) **The Parties** guarantee that the termination of this Memorandum of Understanding will not cause any harm to each Party and is carried out with due observance of administrative order in accordance with the prevailing legislation.

6. Rights and obligations/roles and responsibilities

The clause of rights and obligations or roles and responsibilities can only be contained and agreed upon in technical Cooperation Document -such as an agreement- since it already contains a binding commitment in technical implementation. Agreements commonly use the term "rights and obligations" as they position a civil cooperative relationship. Meanwhile, the term "roles and responsibilities" can also be used for cooperative relations that are more administrative in nature -not purely civil- for example Cooperation among Government Institutions. For example:

- (1) **The First Party** shall play a role and be responsible for:
 - a. preparing a Term of Reference (ToR) and coordinating the implementation of activities with **the Second Party** and related ministries/institutions;
 - b. preparing the formulation of the concept and instrument of the Inclusive Economic Development Index;
 - c. facilitating the financing of activities to **the Second Party**;
 - d. facilitating discussions and dissemination of the results of a Study; and
 - e. preparing reports on the results of the implementation of activities.
- (2) **The Second Party** shall play a role and be responsible for:
 - a. coordinating the implementation of activities with the Regional Work Units and relevant stakeholders in the Bandung City;
 - b. facilitating the implementation of the study and providing input on the concept of the Inclusive Economic Development Index;

- c. collecting survey and census result data;
- d. processing and presenting data from the results of data collection; and
- e. submitting data and information to **the First Party**.

7. Governance

The governance clause is contained as a form of strengthening and affirming of the principles of good governance, which can also involve several aspects of Cooperation such as regulations on the use of data and information as well as intellectual property rights in general. For example:

- (1) **The Parties** shall implement this Memorandum of Understanding based on the principles of good governance and not conflicting with the legislation.
- (2) The use of data and information obtained in relation with the implementation of this cooperation must be carried out by citing the source.
- (3) All intellectual property rights arising from the implementation of this Memorandum of Understanding shall become the joint rights of **the Parties** of which its use must obtain the approval of **the Parties**.

8. Intellectual property rights

If necessary and more specifically agreed upon, the intellectual property rights clause can also be contained separately to emphasize the use of intellectual property and its property rights.

For example:

All intellectual property rights arising from the implementation of this Cooperation Agreement will become joint rights and can be used with due regard to the approval of **the Parties** and shall always include credit/recognition, but shall not include intellectual property rights that have been owned by each **Party** prior to the implementation of this Cooperation Agreement.

9. Confidentiality

If necessary and more specifically agreed upon, the confidentiality clause can also be contained separately in more details a non-disclosure agreement can also be made - to regulate the confidentiality aspect in the implementation of Cooperation.

For example:

- (1) **The Parties** must not disclose data and information—whether obtained orally or in writing— in relation to the implementation of this Cooperation Agreement which may harm or cause disputes, except:
 - a. there is written consent from **the Party** disclosing or providing the data and information;
 - b. the data and information have been categorized as public information based on the legislation; and/or
 - c. there is a court decision or order from the competent law enforcement authority.
- (2) **The Parties** shall guarantee that the data and information as referred to in paragraph (1) are only used in connection with the implementation of the cooperation and not for other purposes other than the implementation of this Cooperation Agreement.

10. Monitoring and evaluation

The monitoring and evaluation clause is contained as a form of control over the implementation of Cooperation. Monitoring and evaluation will affirm the seriousness of the parties in implementing a Cooperation, and thus Cooperation is not just a ceremonial or formality, but it can clearly measure achievements and results. In principle, monitoring and evaluation is carried out to ensure implementation, overcome obstacles, and assess the success of Cooperation.

For example:

(1) **The Parties** shall carry out monitoring and evaluation, both jointly and individually, on the implementation of this Memorandum of Understanding.

(2) The results of the monitoring and evaluation as referred to in paragraph (1) shall be used as material for improvement and refinement of the implementation of the cooperation.

(3) In the event that the cooperation agreement that regulates the technical implementation cannot be agreed within a period of 6 (six) months based on the results of monitoring and evaluation, this Memorandum of Understanding may be terminated by **the Parties**.

11. Force *Majeure*

Force majeure clauses may only be included in technical Cooperation Document –such as an agreement– to limit responsibilities for losses arising from the non-performance of rights and obligations/roles and responsibilities due to conditions beyond human prediction and control, such as natural disasters, disease outbreaks, riots, and changes in policies and legislation. Under this clause, the affected parties are not obligated to compensate or be released from responsibilities as long as it is legally proven and notified to the other party. For example:

(1) **The Parties** shall be exempted from any claims for rights and obligations under this Agreement, in the event of force majeure that includes but is not limited to:

- a. natural disasters;
- b. disease outbreaks;
- c. riots;
- d. general strike;
- e. changes in budget policy; and
- f. amendments to related legislation.

(2) The affected **party** must provide written notification of the force majeure situation which is later known or assumed to occur to **the other Party**.

(3) Any force majeure occurring more than 14 (fourteen) consecutive days based on an official statement of a competent agency or authority shall be notified to the other party and acknowledged by **the Parties**.

(4) In the event of a force majeure, the implementation of the cooperation may be temporarily postponed until a period of time agreed in writing by **the Parties**.

12. Settlement of disputes

The dispute settlement clause is contained to maintain dignity by prioritizing deliberation for consensus in the event of a dispute over the implementation of Cooperation, for example, deliberations for consensus can be carried out, such in consultations between parties that do not result in disputes in court (litigation). However, the parties may take the option of litigation dispute resolution –for example a dispute resolution to be carried out at the Central Jakarta District Court– if such dispute cannot be resolved by deliberation to reach consensus. However, litigation is not recommended if there are alternative dispute resolution mechanisms such as mediation, conciliation, or arbitration.

For example:

Any disputes or differences of opinion that may arise between **the Parties** regarding the implementation of this **Agreement** shall be resolved by deliberation for consensus.

13. Correspondence

The correspondence clause is contained to provide the certainty of a single point of contact, in order that the parties can maintain effective communication.

For example:

(1) Any forms of communication and official notification made by **the Parties** must be submitted in writing via correspondence as follows:

a. First Party
(position at the Ministry of Planning)
Address : *(official address and registered postal code)*
Telephone : *(phone number of the Ministry of Planning)*
Email : *(email address of the institution/work unit)* @bappenas.go.id

b. Second Party
(position at Cooperation Partner's institution)
Address : *(official address and registered postal code)*
Telephone : *(phone number of Cooperation Partner, if any)*
Email : *(email address of the Cooperation Partner's institution)*

(2) Changes to the correspondence as referred to in paragraph (1) must be conveyed to **the other Party**.

14. Amendments

The amendment clause is contained to overcome the emergence of changes of conditions in the implementation of Cooperation which results in the need for adjustments to Cooperation Document, such as changes to the duration clause. These changes can be selected by official

correspondence (exchange of letters) or addendum of amendments/changes.

For example:

Any matters that have not been regulated or any changes to this Agreement must be agreed in writing by **the Parties** in the form of an addendum that is an integral part of this Agreement.

d. Closing

The closing of Cooperation Document is part of Cooperation Document which shows evidence that Cooperation has been done and the validity of Cooperation Document consists of:

1. An authentication premise and the number of Cooperation Document

The authentication premise states a conclusion that the provisions of a Cooperation Document are legally made and agreed upon by competent authorities. Meanwhile, Cooperation Document must be made at least in 2 (two) copies: 1 (one) copy of the original Cooperation Document stored by the Ministry of Planning and 1 (one) copy of the original Cooperation Document stored by the Cooperation Partner. If the number of Cooperation Partners is more than 1 (one), then the original copies are made according to the number of parties. For example:

This **Agreement** is made and signed in duplicate, over duty stamps, and the stamps of the institutions, and each copy shall have the same legal effect as the other.

2. Columns of names, positions, and signatures of the parties
The columns of proper names, positions, and signatures of the parties are arranged sequentially. For example:

<p>First Party, <i>(signed)</i> <u>Himawan Hariyoga</u> Secretary of the Ministry of National Development Planning/Executive Secretary of the National Development Planning Agency</p>	<p>Second Party, <i>(signed)</i> <u>(Proper Name)</u> <i>(equivalent position at Cooperation Partner's institution)</i></p>
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e. Annex

Annex to Cooperation Document is prepared as a complementary document in details that may not be contained in the

body/contents, and is an integral part of the Cooperation Document. Annex to Cooperation Document may take the form of: (a) a description of the implementation of Cooperation; (b) the structure and governance chart of Cooperation; (c) details on the financing component; (d) the format of the fill-in document; and/or (e) other complementary documents that cannot be fully contained in the body/contents of Cooperation Document. The annex reference to Cooperation Document must be explicitly stated while paying attention to the order. For example:

... is further elaborated in **Annex I – Description of the Cooperation Plan** which is an integral part of this **Cooperation Agreement**.

... is further elaborated in **Annex II – Financing Components of the Cooperation** which is an integral part of this **Cooperation Agreement**.

Any annex that is clearly stated in the body will be considered as an integral part of the Cooperation Document. The annexes are placed at the back of Cooperation Document in order. For example:

Annex I – Description of the Cooperation Plan
Description of the Cooperation Plan
A. _____
B. _____
C. _____, and so on.

2. Format of Cooperation Document

The systematics of Cooperation Document as described above are then agreed upon and arranged in a single format of Cooperation Document. The Format of Cooperation Document in the Annex to this Ministerial Regulation is an example of best practice in the context of facilitation by the Bureau for Legal Affairs to Echelon I and Echelon II Work Units. The Format of Cooperation Document contained in this Ministerial Regulation does not limit other formats as long as it is consistent in its systematics or becomes good practice based on certain Cooperation patterns, such as the format of grant agreement with international Cooperation Partners and the format of contract for the procurement of goods/services.

The Format of Cooperation Document consists of:

a. Domestic Cooperation Document

A Cooperation Document agreed with domestic Cooperation Partners may be arranged in formats as follows:

1) Format of General Domestic Cooperation Document

<p>SURAT PERNYATAAN KEHENDAK</p> <p>ANTARA</p> <p>KEMENTERIAN PERENCANAAN PEMBANGUNAN NASIONAL/ BADAN PERENCANAAN PEMBANGUNAN NASIONAL</p> <p>DAN</p> <p>[MITRA KERJA SAMA]</p> <p>TENTANG</p> <p>[JUDUL KERJA SAMA]</p> <p>Nomor :</p> <p>Nomor :</p>	<p>A</p>		
<p>Pada hari ini, (<i>bb/ bb/ ttst</i>) yang bertanda tangan di bawah ini:</p> <p>I. (Nama Diri): dalam jabatan selaku</p> <p>II. (Nama Diri): dalam jabatan selaku</p> <p>Para Pihak menyepakati Surat Pernyataan Kehendak tentang, selanjutnya disebut “.....” dengan ketentuan - ketentuan sebagai berikut:</p> <ol style="list-style-type: none">..........Surat Pernyataan Kehendak ini untuk jangka waktu tahun dimulai sejak tanggal penandatanganan, dan dapat diperpanjang atau diakhiri berdasarkan kesepakatan tertulis oleh Para Pihak.	<p>B</p>		
<p>Demikian, Surat Pernyataan Kehendak ini dibuat dan ditandatangani dalam rangkap ... (...) asli bermeterai cukup, dan dibubuhi cap instansi, serta menjadi bukti yang sama dan otentik agar dilaksanakan sebagaimana mestinya.</p> <table style="width: 100%;"><tr><td style="text-align: center;"><p>Pihak Pertama,</p><p><i>(dt)</i></p><p>(Nama Diri) Jabatan</p></td><td style="text-align: center;"><p>Pihak Kedua,</p><p><i>(dt)</i></p><p>(Nama Diri) Jabatan</p></td></tr></table>	<p>Pihak Pertama,</p> <p><i>(dt)</i></p> <p>(Nama Diri) Jabatan</p>	<p>Pihak Kedua,</p> <p><i>(dt)</i></p> <p>(Nama Diri) Jabatan</p>	<p>C</p> <p>D</p>
<p>Pihak Pertama,</p> <p><i>(dt)</i></p> <p>(Nama Diri) Jabatan</p>	<p>Pihak Kedua,</p> <p><i>(dt)</i></p> <p>(Nama Diri) Jabatan</p>		

NOTA KESEPAHAMAN

ANTARA

**KEMENTERIAN PERENCANAAN PEMBANGUNAN NASIONAL/
BADAN PERENCANAAN PEMBANGUNAN NASIONAL**

DAN

(MITRA KERJA SAMA)

TENTANG

(JUDUL KERJA SAMA)

Nomor :

Nomor :

Pada hari ini, (hh/bb/20..)yang bertanda tangan di bawah ini:
(Nama Diri): dalam jabatan selaku

(Nama Diri): dalam jabatan selaku

Pihak Pertama dan Pihak Kedua secara bersama-sama disebut sebagai **Para Pihak** dan masing-masing disebut sebagai **Pihak**, terlebih dahulu menerangkan hal-hal, sebagai berikut:
bahwa **Pihak Pertama** merupakan;
bahwa **Pihak Kedua** merupakan.....;

Berdasarkan hal-hal yang telah dijelaskan di atas, **Para Pihak** menyepakati Nota Kesepahaman tentang, selanjutnya disebut “.....”dengan ketentuan - ketentuan sebagai berikut:

Pasal 1
Tujuan

.....
.....

Pasal 2
Ruang Lingkup

.....
.....

Pasal 3
Pelaksanaan

.....
.....

Pasal 4
Pembiayaan

.....
.....

A

B

C

Pasal 5 Jangka Waktu	
Pasal 6 Tata Kelola	
Pasal 7 Pemantauan dan Evaluasi	
Pasal 8 Penyelesaian Perselisihan	
Pasal 9 Korespondensi	
Pasal 10 Perubahan	
<p>Demikian, Nota Kesepahaman ini dibuat dan ditandatangani dalam rangkap ... (...) asli bermeterai cukup, dan dibubuhi cap instansi, serta menjadi bukti yang sama dan otentik agar dilaksanakan sebagaimana mestinya.</p>	
Pihak Pertama, <i>(tdt)</i> (Nama Diri) Jabatan	Pihak Kedua, <i>(tdt)</i> (Nama Diri) Jabatan

c

p

Information:

- A. Title: Cooperation Document Nomenclature, Names of parties, Cooperation Title and Cooperation Document Number.
- B. The preamble contains: day, date, and year, signing, comparison/identity of the parties, recital/foundation of cooperation, and the premise of the cooperation agreement.
- C. Body contains Purpose, Scope, Implementation, Funding, Duration, Governance, Monitoring and Evaluation, Dispute Resolution, Correspondence and Changes.
- D. Closing contains premises of authentication and the number of Cooperation Document along with the names, positions and signatures of the parties

2) Technical Domestic Cooperation Document

<p>PERJANJIAN KERJA SAMA</p> <p>ANTARA</p> <p>KEMENTERIAN PERENCANAAN PEMBANGUNAN NASIONAL/ BADAN PERENCANAAN PEMBANGUNAN NASIONAL</p> <p>DAN</p> <p>(MITRA KERJA SAMA)</p> <p>TENTANG</p> <p>(JUDUL KERJA SAMA)</p> <p>Nomor :</p> <p>Nomor :</p>	<p>A</p>
<p>Pada hari ini, (hh/bb/20..)yang bertanda tangan di bawah ini:</p> <p>I. (Nama Diri): dalam jabatan selaku</p> <p>II. (Nama Diri): dalam jabatan selaku</p> <p>Pihak Pertama dan Pihak Kedua secara bersama-sama disebut sebagai Para Pihak dan masing-masing disebut sebagai Pihak, terlebih dahulu menerangkan hal-hal, sebagai berikut:</p> <p>a. bahwa Pihak Pertama merupakan</p> <p>b. bahwa Pihak Kedua merupakan.....</p> <p>c. bahwa Para Pihak telah memiliki preseden kerja sama berdasarkan Nota Kesepahaman antara Kementerian PPN/Bappenas dan (Mitra Kerja Sama) Nomor dan Nomortentangyang ditandatangani di Jakarta, pada tanggal dan berakhir pada tanggal.....;</p> <p>Berdasarkan hal-hal yang telah dijelaskan di atas, Para Pihak menyepakati Perjanjian Kerja Sama tentang, selanjutnya disebut "....."dengan ketentuan - ketentuan sebagai berikut:</p>	<p>B</p>
<p>Pasal 1 Tujuan</p> <p>.....</p> <p>Pasal 2 Ruang Lingkup</p> <p>.....</p> <p>Pasal 3 Pelaksanaan</p> <p>.....</p> <p>Pasal 4 Pembiayaan</p> <p>.....</p>	<p>C</p>

Pasal 5 Jangka Waktu	c		
Pasal 6 Hak dan Kewajiban			
Pasal 7 Tata Kelola			
Pasal 8 Hak Kekayaan Intelektual			
Pasal 9 Kerahasiaan			
Pasal 10 Pemantauan dan Evaluasi			
Pasal 11 Keadaan Kahar (<i>Force Majeure</i>)			
Pasal 12 Penyelesaian Perselisihan			
Pasal 13 Korespondensi			
Pasal 14 Perubahan			
<p>Demikian, Perjanjian Kerja Sama ini dibuat dan ditandatangani dalam rangkap ... (...) asli bermeterai cukup, dan dibubuhi cap instansi, serta menjadi bukti yang sama dan otentik agar dilaksanakan sebagaimana mestinya.</p>			
Pihak Pertama, <i>(tdt)</i> (Nama Diri) Jabatan		Pihak Kedua, <i>(tdt)</i> (Nama Diri) Jabatan	D

Description:

- A. Title contains: Nomenclature of Cooperation Document, Names of the Parties (institutions), Title of Cooperation, and Number of Cooperation Document.

- B. Preamble contains: day, date, and year, signing, comparison/identification of the parties, duties and functions of each party and foundation of Cooperation (the previously signed umbrella Cooperation Document), and premise of cooperation agreement.
- C. Body contains Objectives, Scope, Implementation, Financing, Duration, Rights and Obligation, Governance, Intellectual Property Rights, Confidentiality, Monitoring and Evaluation, Force Majeure, Settlement of Disputes, Correspondence, and Amendments
- D. Closing contains premises of authentication and the number of Cooperation Document along with the column of names, positions, and signatures of the parties.

b. International Cooperation Document

A Cooperation Document agreed with international Cooperation Partners may be prepared in several formats as follows:

1) General International Cooperation Document

LETTER OF INTENT	
BETWEEN	
THE MINISTRY OF NATIONAL DEVELOPMENT PLANNING/NATIONAL DEVELOPMENT PLANNING AGENCY, THE REPUBLIC OF INDONESIA	
AND	
(COOPERATION PARTNER)	
CONCERNING	
<hr/>	
This Letter of Intent ("LoI") is signed in on, entered into by and between:	
I. The Ministry of National Development Planning/National Development Planning Agency, Republic of Indonesia, duly represented by, located at, hereinafter referred to as " Bappenas ";	
and	
II. (Cooperation Partner) duly represented by, resides at, hereinafter referred to as the ".....";	
Bappenas and (Cooperation Partner) hereinafter referred to as the " Parties ";	
ACKNOWLEDGING;	
RECOGNIZING;	
DESIRING;	
HAVING AGREED to enhance the partnership within this scope of mutual intent:	
1.	
2.	
IN WITNESS WHEREOF , the respective authorities have signed this LoI.	
Bappenas, <i>(idt)</i>	Cooperation Partner, <i>(idt)</i>
(Name) Position	(Name) Position

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE MINISTRY OF NATIONAL DEVELOPMENT PLANNING/
NATIONAL DEVELOPMENT PLANNING AGENCY, THE REPUBLIC OF INDONESIA**

AND

(COOPERATION PARTNER)

CONCERNING
.....

This Memorandum of Understanding (“**MoU**”) is signed on
2021, entered into by and between:

- I. The Ministry of National Development Planning/National Development Planning Agency, the Republic of Indonesia, duly represented by, located at, hereinafter referred to as “**Bappenas**”;
- and
- II. (Cooperation Partner) duly represented by, resides at, hereinafter referred to as the “.....”;

Bappenas and hereinafter referred to as the “Parties”, have considered the following:

- a. Bappenas is a.....;
- b. (Cooperation Partner) is a
- c. The Parties intend to

Having considered the aforementioned reasons and pursuant to the prevailing laws and regulations, the Parties agreed to conclude this MoU concerning

Article 1
Objective
.....

Article 2
Scope of Cooperation
.....

Article 3
Implementation
.....

Article 4
Financing
.....

A

B

C

Article 5 Duration	C		
Article 6 Good Governance			
Article 7 Monitoring and Evaluation			
Article 8 Dispute Settlement			
Article 9 Correspondence			
Article 10 Amendment			
<p>Done in English and Indonesian, all texts being equally authentic. In case of any divergences of interpretation, the English text will prevail.</p>			
<p>IN WITNESS WHEREOF, the respective authorities hereby sign this MoU.</p>			
Bappenas, <i>(tdt)</i> (Name) Position		Cooperation Partner, <i>(tdt)</i> (Name) Position	D

Description:

- A. Title contains : Nomenclature of Cooperation Document, Name of the Parties, Title of Cooperation and the Number of Cooperation Document.
- B. Preamble contains : day, date, and year, signing, appearance and identification of the parties,

recital/foundation of cooperation, and premises of cooperation agreement.

- C. Body contains Objectives, Scope, Implementation, Financing, Period of Time, Governance, Monitoring and Evaluation, Settlement of Dispute, Correspondence and Amendments.
- D. Closing contains premises of authentication and the number of Cooperation Document along with the columns of names, positions, and signatures of the parties.

2) Technical International Cooperation Document

<p>AGREEMENT</p> <p>BETWEEN</p> <p>THE MINISTRY OF NATIONAL DEVELOPMENT PLANNING/ NATIONAL DEVELOPMENT PLANNING AGENCY, THE REPUBLIC OF INDONESIA</p> <p>AND</p> <p>(COOPERATION PARTNER)</p> <p>CONCERNING</p>	A
<hr/> <p>This Agreement express the understanding between the Ministry of National Development Planning/National Development Planning Agency, the Republic of Indonesia and hereinafter collectively referred to as the “Parties” and each a “Party”, for arrangements to provide guidance to and facilitate cooperation on the implementation of (<i>Nota Kesepahaman Bersama</i>)</p>	B
<p>Article 1 Objective</p> <p>.....</p> <p>Article 2 Scope Of Cooperation</p> <p>.....</p> <p>Article 3 Implementation</p> <p>.....</p> <p>Article 4 Financing</p> <p>.....</p> <p>Article 5 Duration</p> <p>.....</p>	C

Article 6
Undertaking and Responsibility

.....
.....

Article 7
Governance

.....
.....

Article 8
Intellectual Property

.....
.....

Article 9
Confidentiality

.....
.....

Article 10
Monitoring and Evaluation

.....
.....

Article 11
Force Majeure

.....
.....

Article 12
Settlement of Dispute

.....
.....

Article 13
Correspondence

.....
.....

Article 14
Amendment

.....
.....

C

D

Done in English and Indonesian, all texts being equally authentic. In case of any divergences of interpretation, the English text will prevail.

IN WITNESS WHEREOF, the respective authorities hereby sign this agreement.

Bappenas,

Cooperation Partner,

(idt)

(idt)

(Name)
Position

(Name)
Position

COOPERATION AGREEMENT

BETWEEN

**THE MINISTRY OF NATIONAL DEVELOPMENT PLANNING/
NATIONAL DEVELOPMENT PLANNING AGENCY, THE
REPUBLIC OF INDONESIA**

AND

(COOPERATION PARTNER)

CONCERNING
.....

This Cooperation Agreement is signed in on, entered into by and between:

I. The Ministry of National Development Planning/National Development Planning Agency, Republic of Indonesia, duly represented by, located at, hereinafter referred to as "**Bappenas**"; and

II. (Cooperation Partner) duly represented by, resides at, hereinafter referred to as the ".....";

Bappenas and (Cooperation Partner) hereinafter referred to as the "**Parties**". In consideration of the foregoing and the mutual promises contained in this Cooperation Agreement, hereby agree as follows:

Article 1
Objective
.....
.....

Article 2
Scope of Cooperation
.....
.....

Article 3
Implementation
.....
.....

Article 4
Financing
.....
.....

Article 5
Duration
.....

A

B

c

Article 6 Undertaking and Responsibility	
Article 7 Governance	
Article 8 Intellectual Property	
Article 9 Confidentiality	
Article 10 Monitoring and Evaluation	
Article 11 Force Majeure	
Article 12 Settlement of Dispute	
Article 13 Correspondence	
Article 14 Amendment	
<p>Done in English and Indonesian, all texts being equally authentic. In case of any divergences of interpretation, the English text will prevail.</p> <p>IN WITNESS WHEREOF, the respective authorities hereby sign this agreement.</p>	
Bappenas, <i>(tdt)</i> (Name) Position	Cooperation Partner, <i>(tdt)</i> (Name) Position

C

D

Description:

- A. Title contains: Nomenclature of Cooperation Document, Names of the Parties, Title of Cooperation, and the Number of Cooperation Document.
- B. Preamble contains: day, date, and year, signing, comparison/identification of the parties, recital/foundation of cooperation, and premises of cooperation agreement.
- C. Body contains Objectives, Scope, Implementation, Financing, Duration, Governance, Monitoring and Evaluation, Settlement of Disputes, Correspondence, and Amendments.
- D. Closing of Cooperation Document contains premises of authentication and the number of Cooperation Document along with the columns of names, positions and signatures of the parties.

3) Format of Translation of International Cooperation Document
If necessary for convenience and efficiency, the format of International Cooperation Document can be prepared in a single document in two languages, namely Indonesian and English as in the following example.

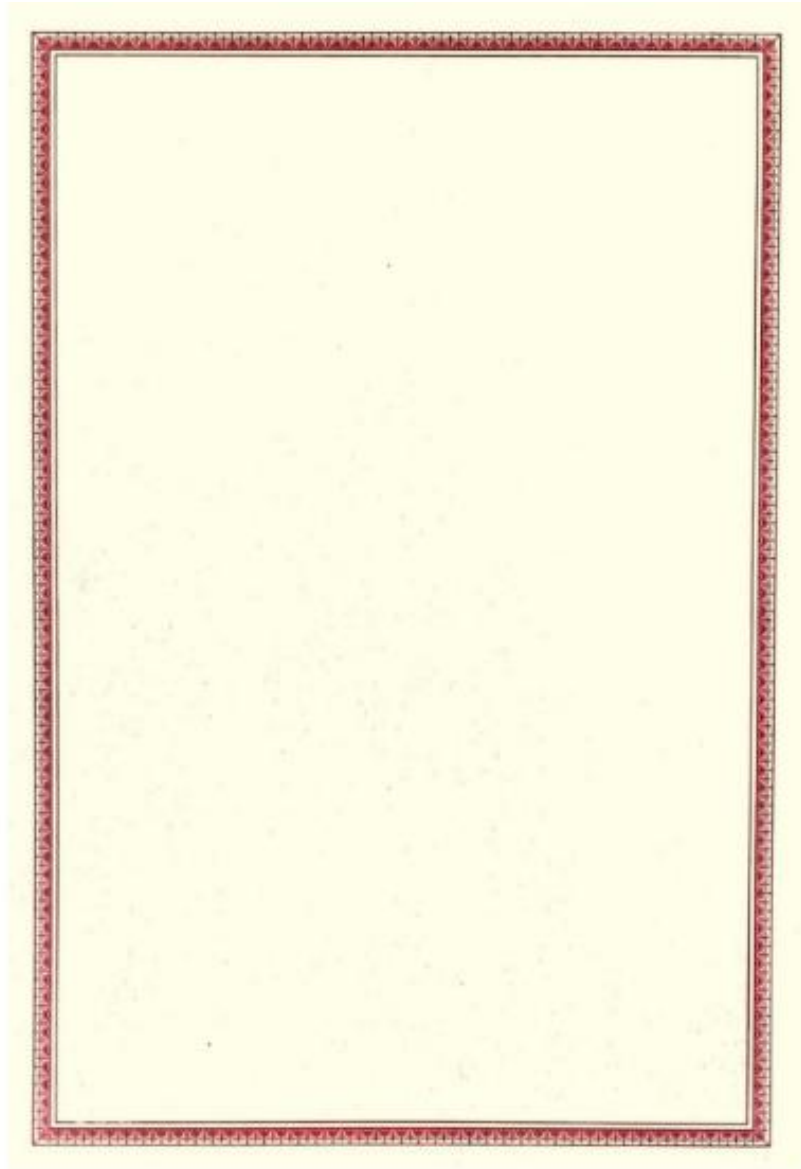


B. PRINTING AND INITIALING OF COOPERATION DOCUMENT

1. The printing of Cooperation Document

a. Size and Type of Paper

Cooperation Document is printed on A4 size (210mm x 297mm), aster type of paper weighing 200gram, and in ivory color with a special printed red ribbon pattern provided by the Bureau for Legal Affairs. Sample paper:



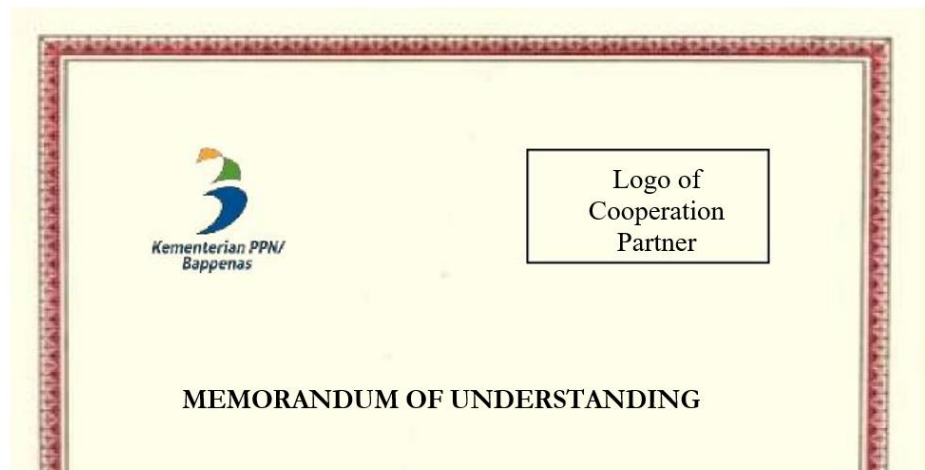
b. Logo of Institution

The logo of institution is printed at the top of Cooperation Document with the consideration of the provisions for the use of the institution's emblem or logo as regulated in the Ministerial Regulation concerning the administration of official document. The logo of institution may be used, as follows:

- 1) Cooperation Document signed by the Minister and other Ministers or other officials at the Ministerial level should use the golden garuda logo at the top of the first page. For example:

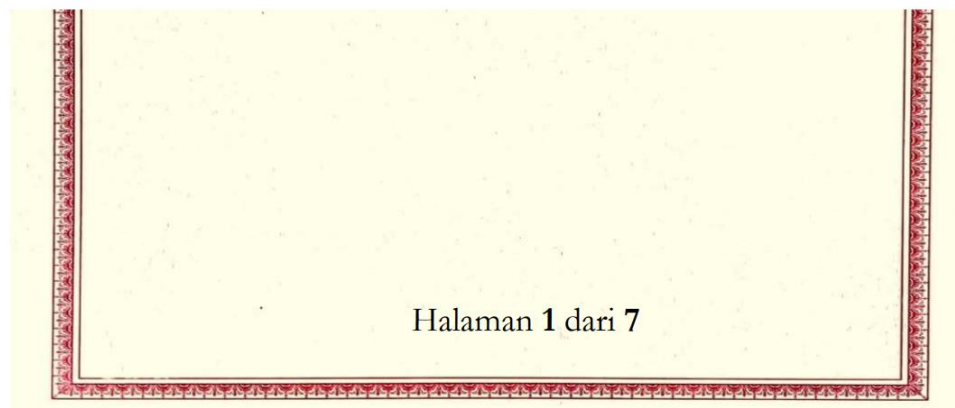


- 2) Cooperation Document signed by an official other than the Minister should use the logo of the Ministry of Planning and the logo of the Cooperation Partner. For example:



c. Page Numbers

The page numbers are listed at the bottom of each page of the printed Cooperation Document with a center alignment and the format "page (*page number order*) of (*total number of printed pages*)". For example:



d. Ink Color

The ink color used for the printing of Cooperation Document is black for all numbers and letters, and other colors for certain visualization purposes such as table columns, diagrams, or schemes contained in the Annex to Cooperation Document. Meanwhile, the ink color used for initials and signatures is dark blue (navy blue). It is recommended that the ink used is water resistant.

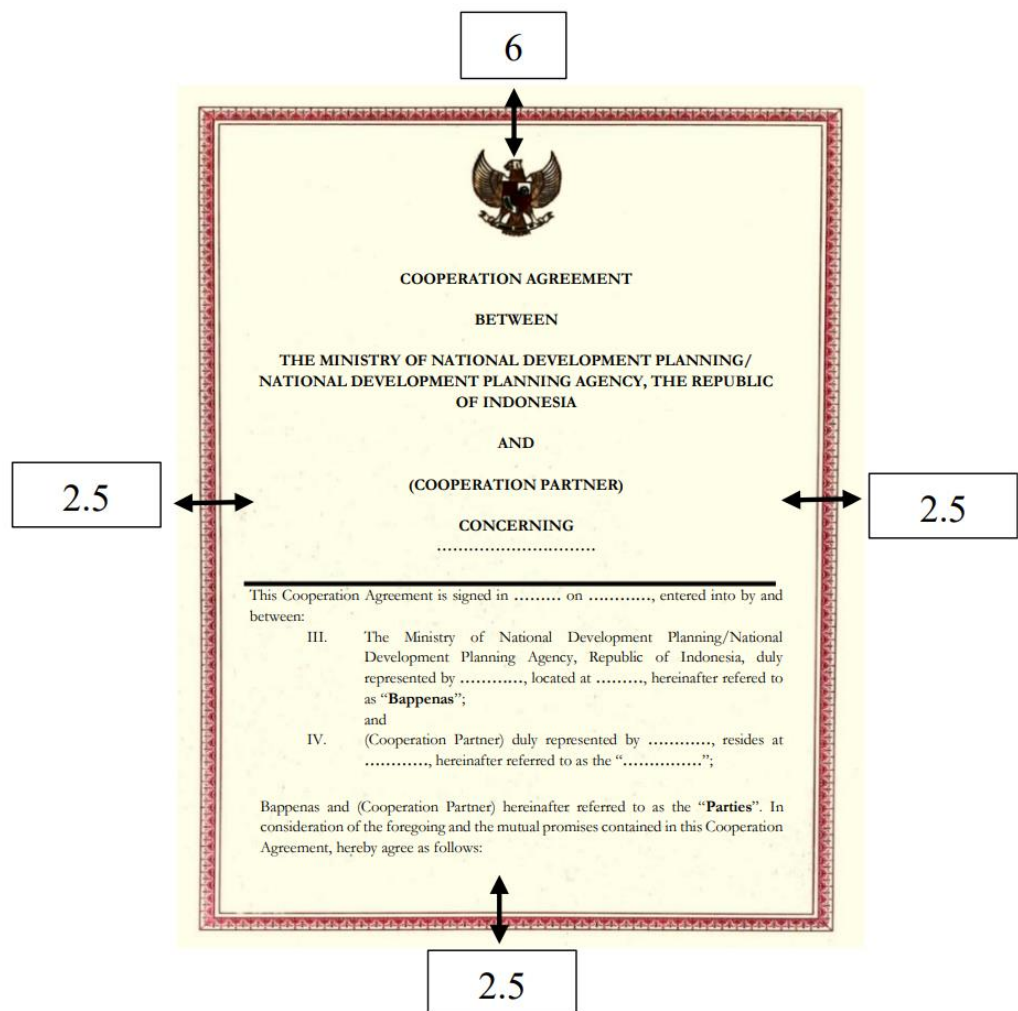
e. Font and Size of Letter

The font used in Cooperation Document is Garamond with a size of 12pt. For example: Cooperation Agreement

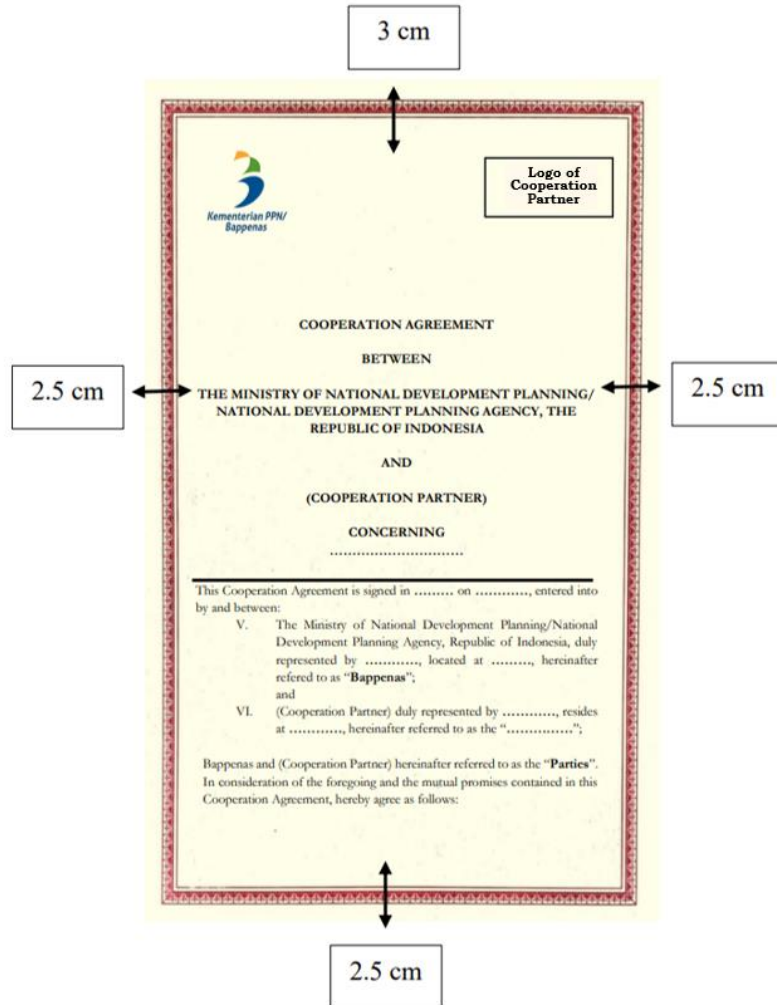
f. Margins

The margin of the printed Cooperation Document may be adjusted with the consideration of the print aesthetics and clarity. The margin generally adheres to the following rules:

1. For Cooperation Documents that use the Golden Garuda symbol, the Top Margin is 6cm, while the Right, Left, and Bottom Margins are 2.5cm. For example:

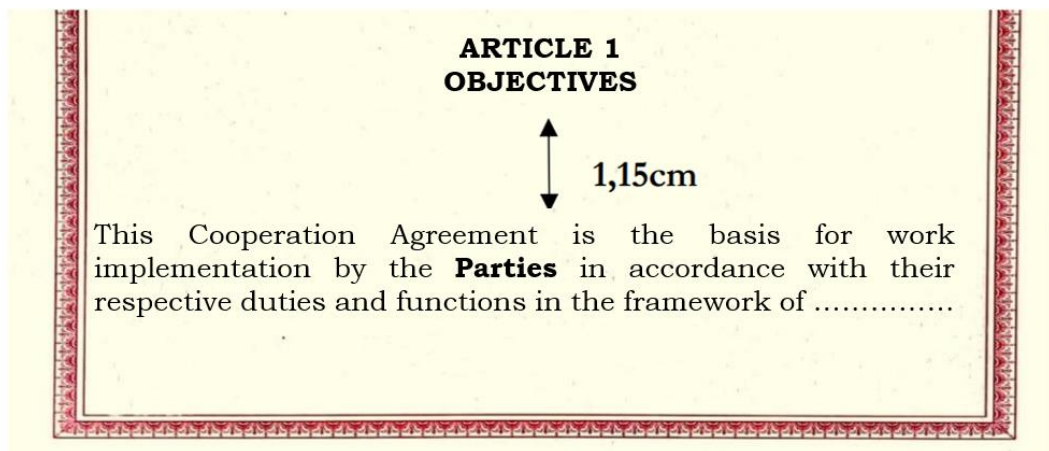


2. Margin for Cooperation Documents that do not use the Golden Garuda symbol, the Top Margin is 3cm, while the Right, Left, and Bottom Margins are 2.5cm. For example:



- g. Letter and Number Spacing

The spacing between letters and numbers in Cooperation Document is 1.15cm. For example:



2. Initialing of Cooperation Document

- a. Initial Affix Scheme

Initials should be affixed on the final draft of Cooperation Document that has been approved by the Cooperation Partner. Cooperation Document that has been printed should be

affixed with initials on each of its page with the following scheme:

Table of Initial Affix Scheme

Initial Maker Signatory Official	<i>Madya</i> High Official	<i>Pratama</i> High Official	Heads of Bureau for Legal Affairs (Affirmation)
Minister	√		√
Secretary of the	√	*	√
<i>Madya</i> High Official		√	√
<i>Pratama</i> High Official		√	√

b. Placement of Initials

Initials should be affixed on each page of the printed Cooperation Document along with its duplicate at the bottom of right side.

Sample Format of Initial Affixation on Page 1

....., hereinafter referred to as the **First Party**; and

II. Name : in the position of, resides at acting for and on behalf of hereinafter referred to as the **Second Party**.

The First Party and the Second Party hereinafter collectively referred to as the **Parties**, and each referred to as a **Party**, shall explain the following matters:

a. that the **First Party** is

b. that the **Second Party** is

d. that

e. that.....

Page 1 of 2

Initial

On the signatory page, initials may be affixed at the end of the name of signatory officials' position. For example:

Article 8
SETTLEMENT OF DISPUTES

.....

Article 9
COMMUNICATION AND CORRESPONDENCE

(1)

Article 10
AMENDMENTS

(1)

This **Agreement** is made in ... (...) duplicate over duty stamps and the stamps of the institutions, and each copy shall have the same legal effect as the other after it is signed by the **Parties**.

First Party, Second Party,

(signature) (signature)

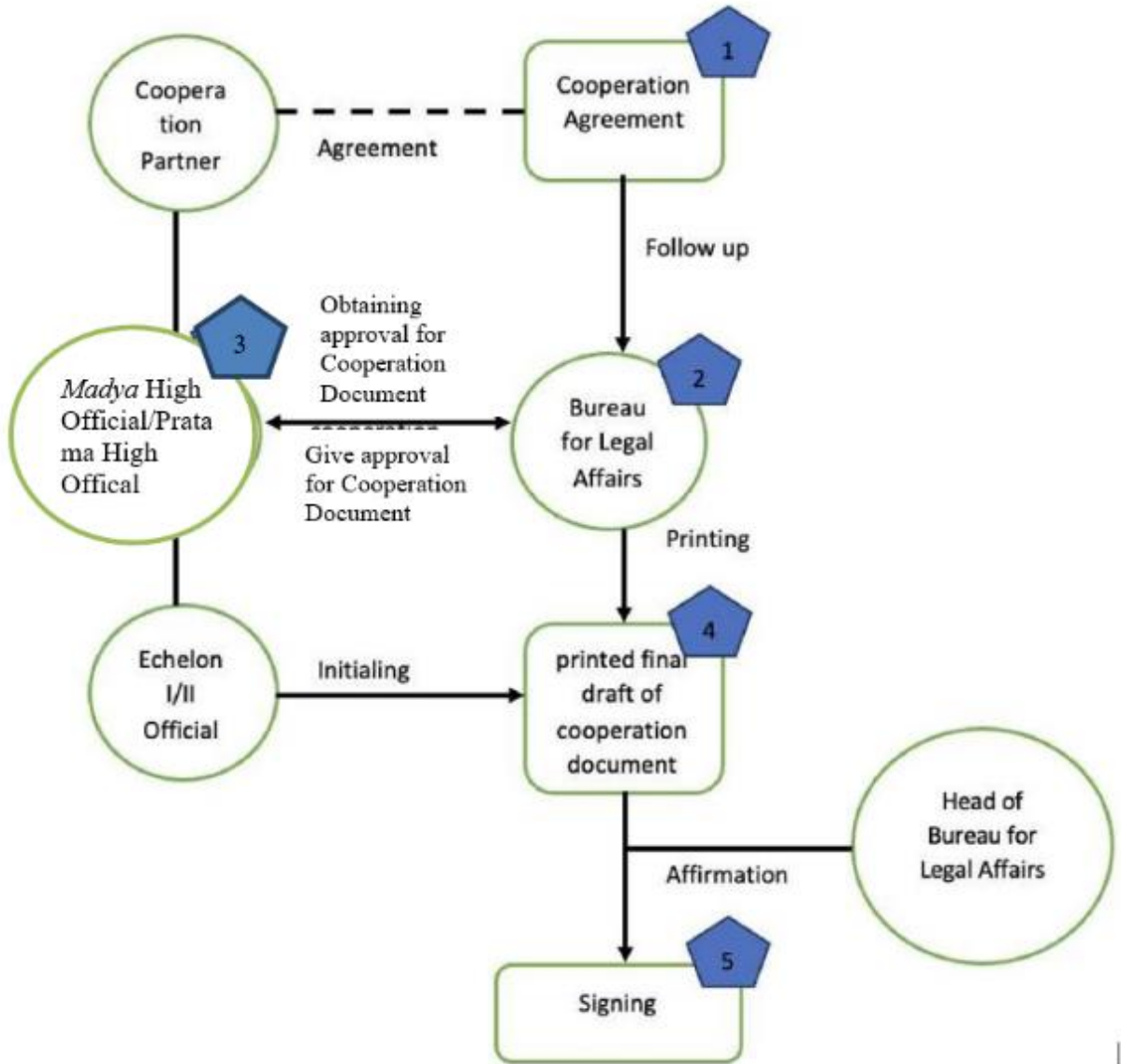
(Name) (Name)

Page 2 of 2

Initial

c. Flow of Initial Affixation

Flowchart of Initial Affixation of Cooperation Document



C. SIGNING OF COOPERATION DOCUMENT

1. Scheme of Signing Authority

The signing authority of Cooperation Document is exercised in reference to the following table:

Table of Signing Authority

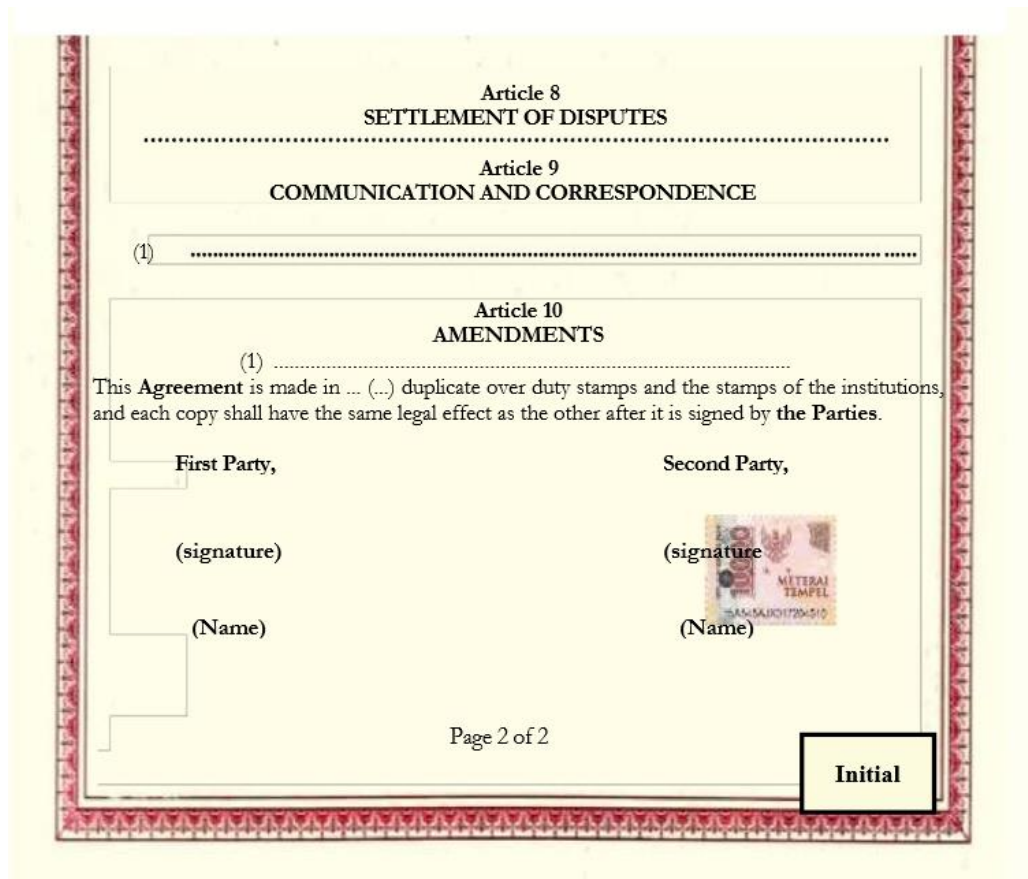
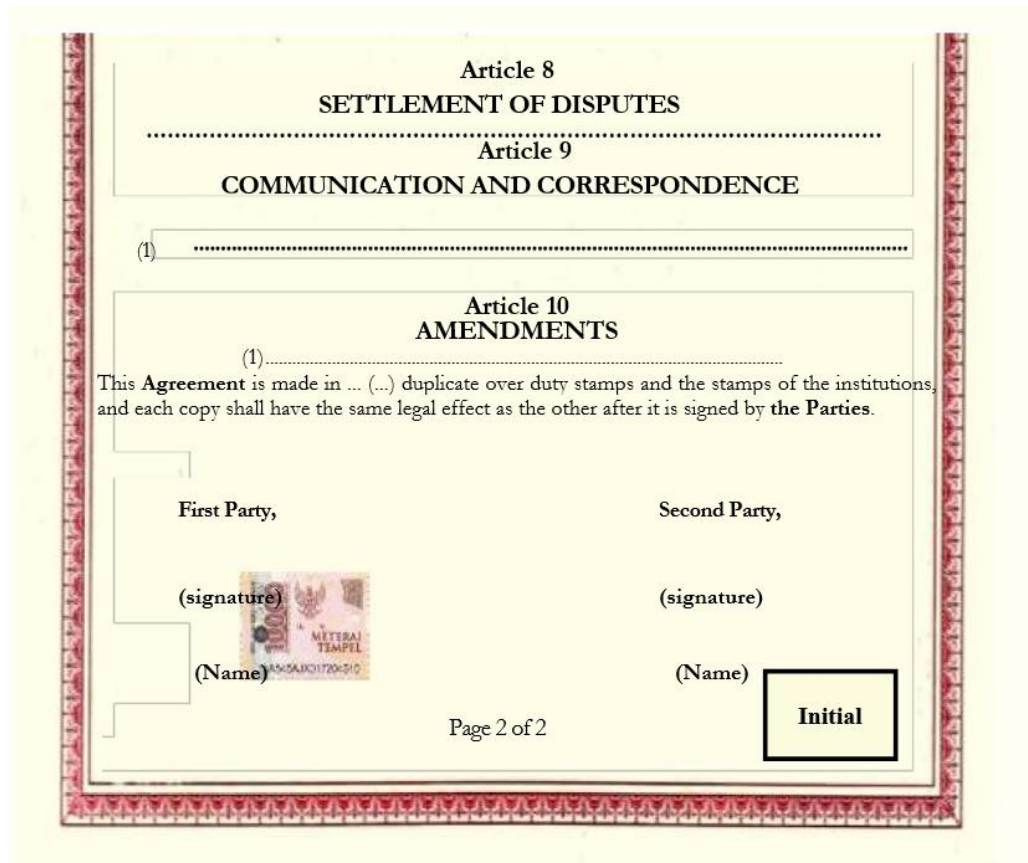
Pattern Official	Cooperation among Government Institutions		Cooperation for Regional Development Synergy		Grant Cooperation		Cooperation in the Procurement of Goods/Services		Self-help Cooperation	
	General	Special	General	Special	General	Special	General	Special	General	Special
Minister	√	√	√	√	√	√	* Budget User (PA)		√	√
Secretary of the Ministry	√	√	√	√	√	√	* Proxy of Budget User (KPA)		√	√
Madya High Official	√	√	√	√	*	*	* Proxy of Budget User (KPA)		√	√
Pratama High Official		√		√			* Proxy of Budget User (KPA)			√
Commitment-Making Officers								√		

2. Signing Procedures

a. Affixation of Duty Stamps

Duty stamps should be affixed to the signature column before Cooperation Document is signed.

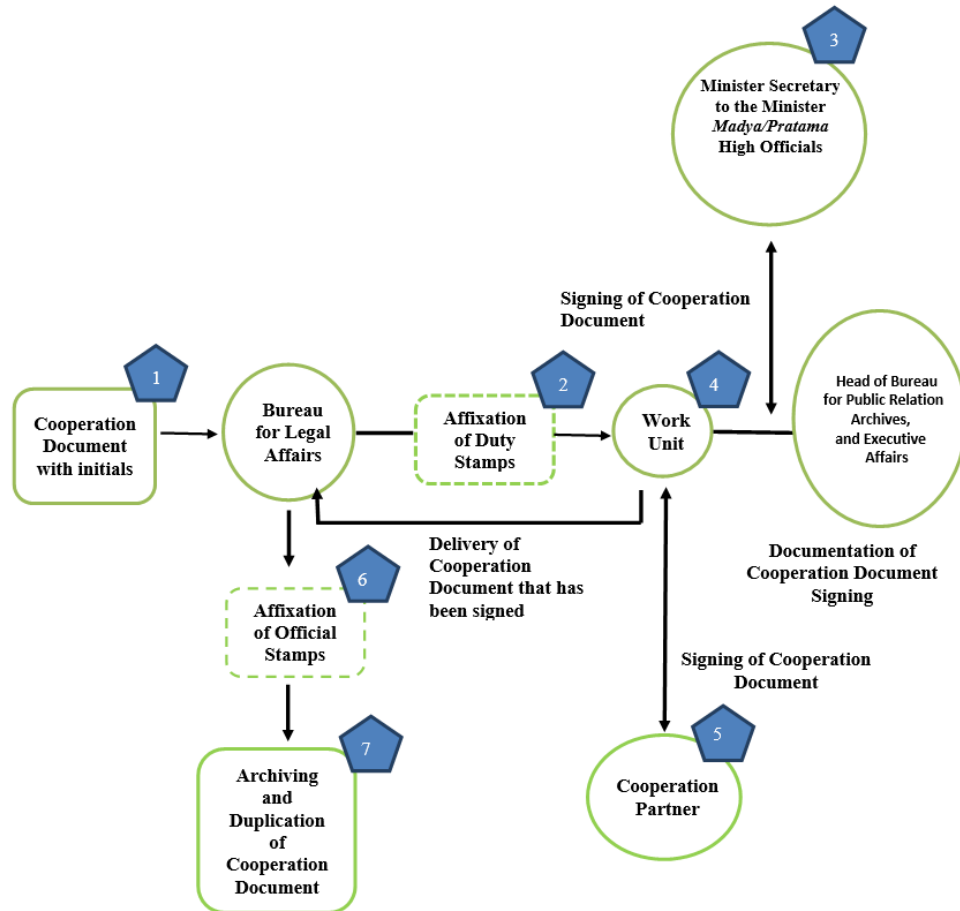
An example of Duty Stamps Affixed (1)



b. Flow of Signing

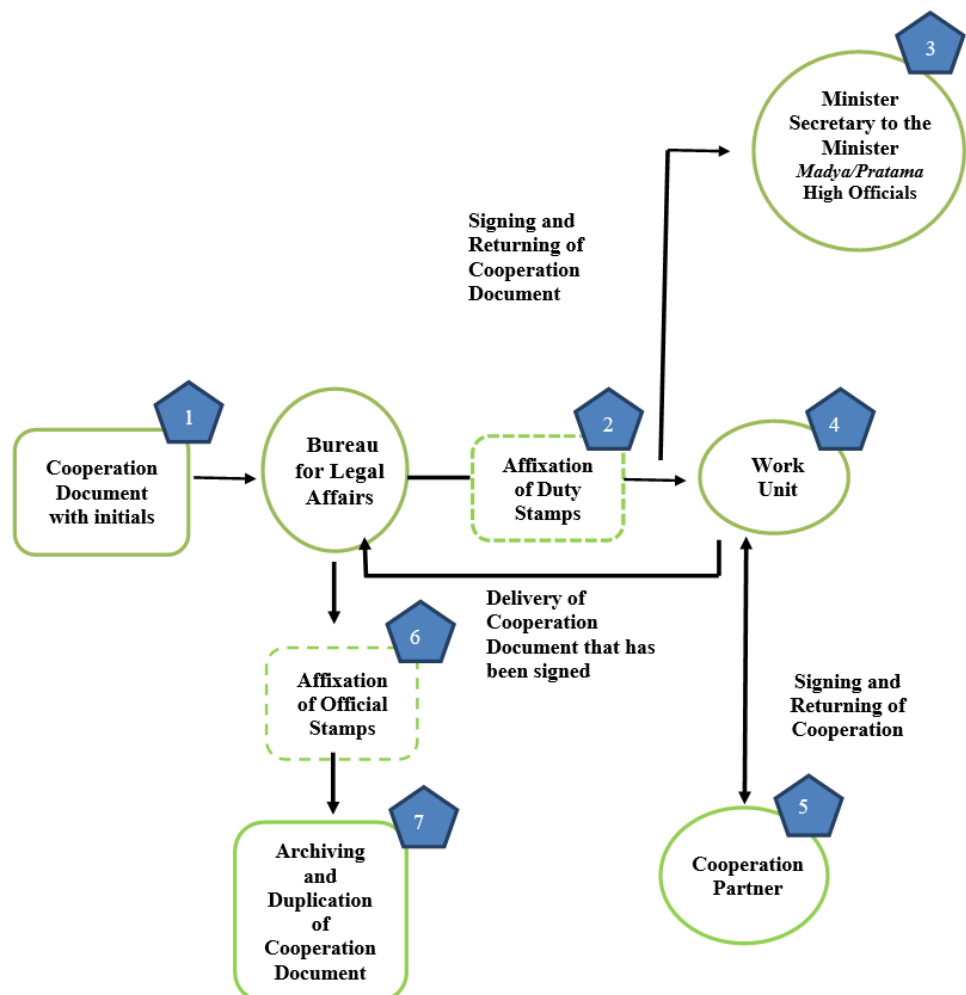
1) Ceremonial Signing

Flowchart of Ceremonial Signing of Cooperation Document



2) Desk-to-Desk Signing

Flowchart of Desk-to-Desk Signing of Cooperation Document



c. Affixation of an Official Stamp

The affixation of an official stamp should be made over a domestic Cooperation Document after it is signed. The standard form of official stamps is based on the provisions of legislation, that is divided into two types namely:

- 1) The Official Stamp of the Minister for Domestic Cooperation Documents signed by the Minister;
- 2) The Official Stamp of the Ministry of Planning for Cooperation Documents signed by an official other than the Minister.

A Sample of Official Stamp Affixed

Article 8
SETTLEMENT OF DISPUTES

Article 9
COMMUNICATION AND CORRESPONDENCE

(4)

Article 10
AMENDMENTS

(1) This Agreement is made in ... (...) duplicate over duty stamps and the stamps of the institutions, and each copy shall have the same legal effect as the other after it is signed by the Parties.

First Party, Second Party,

(signature) (signature)

(Name) (Name)

Initial

Page 2 of 2

D. IMPLEMENTATION OF COOPERATION

1. Review of Cooperation Implementation

Cooperation has the dignity or meaning of a relationship that shows the acknowledgment of the capacity, capability, and performance of the Ministry of Planning in collaborating with its Cooperation Partners. The implementation of the agreed Cooperation will be the responsibility of the official signing the Cooperation Document and the Echelon I and/or Echelon II Work Units that have duties and functions in the technical implementation of Cooperation. Therefore, it requires awareness and seriousness of the officials and work units that have duties and functions in the implementation of the Cooperation.

To ensure that Cooperation is conducted in accordance with the provisions or clauses contained and agreed in Cooperation Document, there should be a standard to review the implementation of Cooperation. The review of the implementation of Cooperation is carried out regularly and independently by the Echelon I and/or Echelon II Work Units in charge of the technical implementation of the Cooperation, which may involve: (a) the Bureau for Planning, Organization, and Governance; (b) the Bureau for Legal Affairs; (c) the Inspectorate of General Administration; and/or (d) the Inspectorate of Institutional Performance.

The review report of the implementation of Cooperation is prepared by the Echelon I and/or Echelon II Work Units, and submitted by madya high officials/pratama high officials to : (a) the Bureau for Planning, Organization, and Governance; (b) the Bureau for Legal Affairs; (c) the Inspectorate of General Administration; and (d) the Inspectorate of Institutional Performance. The overall results of the review will be a part of materials in the monitoring and evaluation of Cooperation in the Ministry of Planning whose report is submitted by the Secretary of the Ministry to the Minister.

The rationale that can be used to strengthen the analytical review of the implementation of Cooperation is as follows:

- a. Ensuring that the clauses or core provisions of Cooperation Document such as the scope, implementation framework, rights and obligations/roles and responsibilities, duration, financing are in accordance with the realization or by reviewing related issues, with details as follows:
 - 1) Each component of the scope of Cooperation has been implemented and agreed in technical Cooperation

Document, including the measurement and provision of an overview of the results/outputs and the obstacles of the implementation;

- 2) The mandate for technical implementation in general Cooperation Document has been followed up with technical Cooperation Document;
 - 3) The rights and obligations/roles and responsibilities are consistently carried out by the parties;
 - 4) The agreed duration is adequate for the technical implementation of Cooperation, and is able to map out any obstacles related to the need for a renewal or termination of Cooperation;
 - 5) The financing components of Cooperation have been clearly defined and agreed upon, and have been reviewed regarding their suitability, possibility to change, and realization.
- b. Ensuring that other clauses or provisions in Cooperation Document such as governance, intellectual property, confidentiality, monitoring, evaluation, and correspondence are in accordance with the realization or after reviewing related issues, with details as follows:
- 1) The principles of good governance have been consistently implemented by the parties, including efforts to review elements that may be contradictory in the technical implementation of Cooperation;
 - 2) Intellectual property arising from the implementation of Cooperation may be used jointly by the Parties and is able to review the procedures related to the publication of intellectual property and the inclusion of credit;
 - 3) Confidentiality in the technical implementation of Cooperation is maintained and in accordance with its limitations;
 - 4) Monitoring and evaluation is carried out by the parties to review the progress of the technical implementation of Cooperation and become the basis for input related to the sustainability of the Cooperation;
 - 5) The correspondence of the parties listed in Cooperation Document remains valid for effective communication.

- c. Conducting consultations with Cooperation Partners on matters that need to be followed up, adjusted, or not clearly regulated in Cooperation Document as input to the clauses or provisions of the Cooperation Document.

2. Format and Instructions for Filling Out the Review

Format Reviu Pelaksanaan Kerja Sama				
Unit Kerja : _____				
Mitra Kerja Sama : _____				
No.	Judul/Dasar Naskah Kerja Sama	Ketentuan Naskah Kerja Sama	Realisasi/Isu Kerja Sama	Hasil Reviu
1	Judul : _____ Dasar : a. Nota Kesepahaman ABC; dan b. Perjanjian Kerja Sama A (PKS A)	<u>PKS A - Pasal 2 Ruang Lingkup:</u> A (...) B (...) C (...)	Ruang Lingkup A telah dilaksanakan dengan capaian, sebagai berikut: 1 (...) 2 (...) 3 (...)	Pelaksanaan telah sesuai dan hasil digunakan oleh penerima manfaat
		<u>PKS A - Pasal 3 Peran & Tanggung Jawab</u> A. Melakukan X B. Melakukan Y	Mitra Kerja Sama belum melakukan Y	Perlu ditindaklanjuti dan dikonsultasikan kepada Mitra Kerja Sama
		<u>PKS A - Pasal 4 Jangka Waktu</u> 1 tahun	Jangka waktu Kerja Sama berakhir dalam 1 bulan	Perlu dilakukan percepatan atau usulan perpanjangan
		[Belum diatur]	Kebutuhan pertukaran data dan informasi secara khusus oleh Mitra Kerja Sama	Perlu ditinjau aspeknya dalam PKS (usulan perubahan)
		<u>PKS A - Pasal (...)</u> dst.	(...)	(...)
2	Judul : _____ Dasar : a. Nota Kesepahaman ABC (NK ABC)	<u>NK ABC - Pasal 2 Ruang Lingkup</u> A (...) B (...) C (...)	Ruang lingkup B akan ditindaklanjuti dengan pelaksanaan teknis	Dalam proses prakarsa dan fasilitasi oleh Sekretaris Kementerian
		<u>NK ABC - Pasal 3 Pelaksanaan</u> Kerja Sama ditindaklanjuti dengan PKS tersendiri	Pelaksanaan teknis perlu disepakati dengan PKS B	Perlu menyepakati Perjanjian Kerja Sama
3	(...)	(...)	(...)	(...)
Disampaikan pada tanggal _____, 20__				
(Tanda Tangan)				
Pejabat UKE I/II				

Instructions for Completing a Review:

1. The Work Unit Information should be filled with the Echelon I and/or Echelon II Work Unit in charge of the implementation of Cooperation;
2. Information on Cooperation Partners should be stated clearly.

3. The number column should be filled with the sequence row of Cooperation carried out with the same Cooperation Partner.
4. The column of Provisions of Cooperation Document should be filled with (rationale of Cooperation Document) - (article references and title of provisions) with brief provisions reviewed.
5. The column of Realization/Issues of Cooperation should outline in brief the realization/issues of implementation of Cooperation according to the rationale;
6. The Review Results column should provide information on the follow-up or conclusion of the review results.
7. Information on the date should be filled with the delivery date of the review through an Official Memorandum.
8. The review is signed by an official from the Echelon I Work Unit and/or the Echelon II Work Unit in charge of the technical implementation of the Cooperation, and not by the official signing the Cooperation Document.

MINISTER OF NATIONAL DEVELOPMENT PLANNING/
HEAD OF NATIONAL DEVELOPMENT PLANNING AGENCY,

Signed

SUHARSO MONOARFA