



REPUBLIK INDONESIA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL POPULATION AND FAMILY PLANNING BOARD OF
THE REPUBLIC OF INDONESIA
AND
THE NATIONAL OFFICE OF FAMILY PLANNING AND POPULATION OF
THE REPUBLIC OF TUNISIA
ON
COOPERATION IN THE FIELD OF POPULATION, FAMILY PLANNING/
REPRODUCTIVE HEALTH AND FAMILY DEVELOPMENT**

The National Population and Family Planning Board of the Republic of Indonesia and the National Office of Family Planning and Population of the Republic of Tunisia, hereinafter referred to singularly as a the “**Party**” and collectively as the “**Parties**”;

DESIRING to strengthen the close and mutual beneficial relations between the Parties;

CONSIDERING their common interest to promote cooperation in the field of population, family planning/reproductive health and family development based on the principles of equality and mutual respect;

CONVINCED that effective cooperation will contribute to the human wellbeing and social development of both countries;

PURSUANT to the prevailing laws, regulations and policies of their respective countries;

HAVE AGREED as follows:

**ARTICLE 1
OBJECTIVE**

The objective of this Memorandum of Understanding (hereinafter referred to as MOU) is to provide framework of cooperation between the Parties in the field of population, family planning/reproductive health and family development.

**ARTICLE 2
SCOPE OF COOPERATION**

1. The Parties shall cooperate in the following areas:
 - a. population dynamics;
 - b. family planning;
 - c. family development.

ARTICLE 5 CONFIDENTIALITY

1. Each Party shall undertake to protect the confidentiality of information, document and data, that is marked as "Confidential", received from or supplied by the other Party for, or resulted from the implementation of this MOU or any other arrangements made pursuant to this MOU to the extent permitted by law.
2. Upon request by either Party, the necessary measures shall be taken to avoid the unauthorized transfer or retransfer of any information, document and data acquired by the Parties during the period of the implementation of this MOU or any other arrangements made pursuant to this MOU.
3. The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MOU.

ARTICLE 6 PUBLICATION

1. Any joint publication regarding the cooperative activities conducted under this MOU shall be reviewed and decided by the Parties according to their own policies and procedures prior to the publication.
2. The Party wishes to individually publish any information, document and data acquired from or any results generated from the cooperative activities under this MOU shall obtain prior written consent of the other Party and shall acknowledge the contribution of the other Party.
3. The Parties shall agree in writing regarding any rights arising from publications of the cooperative activities under this MOU before the publication can be made.
4. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

ARTICLE 7 CODE OF CONDUCT

Each Party shall assure that its personnel involved in the activities related to this MoU shall:

- a. respect political independence, sovereignty and territorial integrity of the host country;
- b. not interfere in the internal affairs of the host country; and
- c. refrain from any activities inconsistent with the purpose of this MoU.

**ARTICLE 8
INTELLECTUAL PROPERTY RIGHTS**

1. The Parties shall respect intellectual property brought in by either Party for the implementation of this MOU and such intellectual property shall remain the property of that Party.
2. In the event new intellectual property is created jointly by the Parties as a result of the implementation of this MoU, the Parties shall conclude separate arrangement regarding the ownership and utilization of such new intellectual property.

**ARTICLE 9
SETTLEMENT OF DIFFERENCES**

Any differences arising out of the interpretation and/or implementation of this MOU shall be settled amicably by consultation and/or negotiation between the Parties.

**ARTICLE 10
AMENDMENT**

This MOU may be amended at any time in writing by mutual consent between the Parties. Such amendment shall enter into force on such a date as determined by the Parties and shall be an integral part of this MOU.

**ARTICLE 11
ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This MOU shall enter into force on the date of signature by the Parties and shall be in force for a period of 5 (five) years. It may be extended for an additional period of 5 (five) years upon mutual written consent of the Parties through diplomatic channels.
2. Either Party may terminate this MOU by giving written notification to the other Party through diplomatic channel at least 3 (three) months prior to the intended date of termination.
3. The termination of this MOU shall not affect the completion of any on-going program or project made under this MOU, unless otherwise agreed by the Parties.

2. The cooperation under this MOU may be conducted in the following forms:
 - a. capacity building;
 - b. exchange of experts;
 - c. organization of workshops, seminars and conferences;
 - d. exchange of information and best practices;
 - e. cooperation on the issues of mutual interest at the international forum that the Parties participate;
 - f. encouraging cooperation between private sectors of both countries in the field of family development;
 - g. joint studies.

ARTICLE 3 IMPLEMENTATION

1. For the implementation of this MOU, the Parties agree to elaborate the cooperative activities into Joint Annual Work Plan that will form as an integral part of this MOU.
2. The Parties designate Contact Point to be responsible for the coordination and communication of the implementation of cooperative activities conducted under this MoU as follows:
 - a. For the National Population and Family Planning Board of the Republic of Indonesia is Head of Center for Training and International Cooperation on Population and Family Planning; and
 - b. For the National Office of Family Planning and Population of the Republic of Tunisia is Director of Technical Cooperation.
3. Any change of Contact Point of the Parties shall be notified in writing to the other Party.

ARTICLE 4 FUNDING

1. The Parties agree that the cooperative activities under this MOU will be carried out within the Parties' liabilities and financial capabilities.
2. The Parties will jointly decide upon any financial arrangement arising from the cooperative activities under this MoU, on a case-by-case basis, subject to the availability of funds.
3. The Parties may, either individually or jointly, seek funding from third party. Either Party may conclude financial arrangement with third party for the implementation of this MoU subject to the mutual written consent of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this MOU.

Signed in duplicate at Tunis on 3rd of September 2019, each in the Indonesian and English languages, all texts being equally authentic. In case of divergence of interpretation of this MOU, the English text shall prevail.

**FOR NATIONAL POPULATION AND
FAMILY PLANNING BOARD OF THE
REPUBLIC OF INDONESIA**

**FOR NATIONAL OFFICE OF FAMILY
PLANNING AND POPULATION OF
THE REPUBLIC OF TUNISIA**

Dr. Hasto Wardoyo, Sp. OG(K)
Head of National Population and Family
Planning Board of the Republic of
Indonesia

Handwritten signature of Dr. Hasto Wardoyo, consisting of a large, stylized oval shape with a horizontal line across the middle and some illegible initials above it.

Dr. Rafla Tej Dellagi
Head of National Office of Family
Planning and Population of Republic of
Tunisia

Handwritten signature of Dr. Rafla Tej Dellagi, featuring a long, sweeping horizontal line with a stylized, illegible signature above it.