



**LETTER OF UNDERSTANDING  
Between**

**UNIVERSITAS MALIKUSSALEH**

**And**

**THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES  
(UNHCR)**

**On**

**ENHANCING PROTECTION, EDUCATION ACCESS, AND HUMANITARIAN ASSISTANCE FOR  
REFUGEES AND ASYLUM-SEEKERS IN INDONESIA**

**Universitas Malikussaleh Reference Number: 26/UN45/HK.02.03/2022**

**UNHCR Reference Number: 22/INSJA/HCR/30914**

Who, based on their respective mandates and responsibilities, agree to implement a Letter of Understanding to enhance cooperation, strengthen protection, education access, and humanitarian assistance to refugees and asylum-seekers in Indonesia.

The undersigned below:

1. Name : Prof. Dr. Ir. Herman Fithra, M.T., IPM., ASEAN Eng  
Title : Rector of Universitas Malikussaleh

Acting for and on behalf of the Universitas Malikussaleh, located at Jalan Cot Tengku Nie, Reuleut, Muara Batu, Aceh Utara, Aceh, Indonesia, hereinafter referred to as the **"FIRST PARTY"**.

2. Name : Ann Maymann  
Title : Representative of UNHCR in Indonesia

Acting for and on behalf of the Office of the United Nations High Commissioner for Refugees, represented by its Representation in Indonesia, located at Atrium Mulia, 6<sup>th</sup> Floor, Jl. H.R.

- c. The PARTIES will collaborate and support other training opportunities for refugees; and
- d. The PARTIES will work together in raising awareness on refugees through provision of a lecture series on refugee protection and in conducting research related to refugee protection in Indonesia. In relation to the latter, the SECOND PARTY will provide information on refugee protection and policies as appropriate.

## **Article 2**

### **DUTIES AND RESPONSIBILITIES**

1. The FIRST PARTY, in line with its mandate, will:
  - a. Involve professional staff (s) for the implementation of the activities as stated in Article 1;
  - b. Coordinate with the SECOND PARTY to implement activities encompassed in this Letter of Understanding;
  - c. Provide the venue(s) for implementation of the activities agreed in this Letter of Understanding; and
  - d. Include its students and human resources on a voluntary basis in the activities agreed in this Letter of Understanding.
  - e. At a time deemed appropriate by the FIRST PARTY, establish a refugee research center and fill the center with study materials and academic researches in order to promote the human rights and refugee protection
  - f. Implement the necessary technical and organizational measures to protect the confidentiality, privacy, integrity, availability and security of the shared personal data, and notify the SECOND PARTY as soon as possible upon becoming aware of a personal data breach, in particular if the personal data breach is likely to result in personal injury or harm to a data subject.
2. The SECOND PARTY, in line with its humanitarian and non-political mandate, will:
  - a. Identify and refer refugees for education program and vocational training program facilitated or hosted by the FIRST PARTY;
  - b. Where appropriate, include the FIRST PARTY in awareness raising related to refugee protection;
  - c. Subject to availability of resources, provide technical support and guidance to the FIRST PARTY through training, case-specific advice, and relevant reference materials to facilitate the implementation of agreed-upon activities, particularly in relation to education, refugee law, community-based, and right-based approaches;
  - d. Subject to availability of resources, provide proper required study materials for refugee research center owned by the FIRST PARTY; and
  - e. Coordinate with the FIRST PARTY to implement activities encompassed in this Letter of Understanding.

5. The shared personal data will be shared by the FIRST PARTY with the SECOND PARTY in electronic format via Secure File Sharing in SharePoint (One Drive);
6. The sharing of personal data will adhere to the conditions in the SECOND PARTY's Data Protection Policy, which will be shared separately to the FIRST PARTY.

#### **Article 5**

#### **FUNDING**

Each PARTY shall bear its own costs and expenses generated as a result of this Letter of Understanding or any activities initiated under this Letter of Understanding. If funding is required for any activities mentioned in Article 1, any financial arrangement shall be negotiated separately and agreed on in writing by and between the PARTIES in accordance with their respective applicable regulations, policies, and procedures.

#### **Article 6**

#### **INTELLECTUAL PROPERTY AND PUBLICITY**

1. The ownership of any intellectual property and other proprietary rights including but not limited to copyrights, patents, and trademarks ("IPR") already owned or controlled by a PARTY prior to this Letter of Understanding, or that is developed, produced or obtained by a PARTY outside of the scope of this Letter of Understanding shall remain with such PARTY and shall not be affected by this Letter of Understanding.
2. Neither PARTY is authorized under this Letter of Understanding to make use of the other PARTY's name, logo, or emblem, except if separately agreed in writing by the PARTIES.

#### **Article 7**

#### **ENTRY INTO FORCE**

1. This Letter of Understanding shall enter into effect on the date of its signature by the duly authorized representatives of the PARTIES and shall remain in effect for four (4) years following its signing by the PARTIES;
2. This Letter of Understanding may be terminated by either PARTY before its expiration date by providing no less than 60 days' written notice to the other PARTY.
3. Refugee participants in the FIRST PARTY's programs per Article 2 above shall be allowed to continue their participation in such program if this Letter of Understanding is terminated early;
4. This Letter of Understanding will be evaluated periodically by the PARTIES within a mutually agreed timeframe and may be modified in writing by mutual consent of the PARTIES;



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U.p : Nurul Fitri Lubis

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2. Matters that are not covered in this Letter of Understanding may be negotiated and agreed on in writing by and between the PARTIES separately.

This Letter of Understanding, signed in two original copies, with each having the same legal effect; one copy is for the FIRST PARTY and one copy is for the SECOND PARTY.

For and on behalf of:

 UNIVERSITAS MALIKUSSALEH  
  
Prof. Dr. Ir. Herman Fithra, M.T., IPM., ASEAN Eng  
Rector

For and on behalf of:

THE OFFICE OF THE UNITED NATIONS HIGH  
COMMISSIONER FOR REFUGEES (UNHCR)  
  
  
Ann Maymann  
Representative

Date: 10/8-2022

Date: 10 August 2022