

# Collaborative research agreement

## Details

### Part 1 - Party details

<p>1. <b>UQ</b></p>	<p>The University of Queensland ABN 63 942 912 684, a body corporate constituted under the <i>University of Queensland Act 1998</i> (Qld)</p> <p><b>Address for legal notices</b>          Attention: Director, Research Commercial Management          Postal address: The University of Queensland, Brisbane QLD 4072          Telephone number: 07 3443 1796          Email: <a href="mailto:director.partnerships@research.uq.edu.au">director.partnerships@research.uq.edu.au</a></p> <p><b>Project Representative and address for technical and Project notices</b>          Name: Professor Neil McIntyre          Title: Professorial Research Fellow, Centre for Environmental Responsibility in Mining, Sustainable Minerals Institute          Telephone number: +61 419 339 700          Email: <a href="mailto:n.mcintyre@uq.edu.au">n.mcintyre@uq.edu.au</a></p> <p><b>Invoices / acquittals</b>          Address invoices to <a href="mailto:invoices@uq.edu.au">invoices@uq.edu.au</a>          Attention: University of Queensland Contracts &amp; Grants Section          Postal address: Level 3, JD Story, Building 61, The University of Queensland, Brisbane Qld 4072 Australia, and email all invoices directly to <a href="mailto:contractandgrants@uq.edu.au">contractandgrants@uq.edu.au</a>, copy to <a href="mailto:invoices@uq.edu.au">invoices@uq.edu.au</a></p>
<p>2. <b>Collaborator A</b></p>	<p><b>Universitas Negeri Malang (UM)</b></p> <p><b>Address for legal notices</b>          Attention: Head, Center of Research and Community Services, Universitas Negeri Malang (<i>Ketua, Lembaga Penelitian dan Pengabdian, Universitas Negeri Malang</i>)          Postal address: LP2M, Graha Rektorat Lt 6, Jl. Semarang 5, Malang, 65145, Jawa Timur, Indonesia          Telephone number: +62-0341-552115          Email: <a href="mailto:ketua.lp2m@um.ac.id">ketua.lp2m@um.ac.id</a></p> <p><b>Project Representative and address for technical and Project notices</b>          Name: Bagus Setiabudi Wiwoho, S.Si., M.Si., PhD          Title: Associate Professor (<i>Lektor Kepala</i>), Department of Geography, Faculty of Social Sciences          Telephone number: +62-0341-551312, or +62-889-7542-6490          Email: <a href="mailto:bagus.setiabudi.fis@um.ac.id">bagus.setiabudi.fis@um.ac.id</a></p> <p><b>Invoices</b>          Address invoices to <a href="mailto:ketua.lp2m@um.ac.id">ketua.lp2m@um.ac.id</a>, and copy to <a href="mailto:bagus.setiabudi.fis@um.ac.id">bagus.setiabudi.fis@um.ac.id</a>          Postal address: LP2M, Graha Rektorat Lt 6, Jl. Semarang 5, Malang, 65145, Jawa Timur, Indonesia</p>
<p>3. <b>Collaborator B</b></p>	<p><b>Universitas Brawijaya (UB)</b></p> <p><b>Address for legal notices</b>          Attention: Head, Directorate of Research and Community Services Universitas Brawijaya          Postal address: Gedung Layanan Bersama 6-8<sup>th</sup> Floor, Jalan Veteran Malang 65145 Indonesia          Telephone number: +62341-575824          Email: <a href="mailto:lp2m@ub.ac.id">lp2m@ub.ac.id</a></p> <p><b>Project Representative and address for technical and Project notices</b>          Name: Dr Syarifah Hikmah Julinda Sari</p>

	<p>Title: Ass. Professor (Lektor), Marine Science Study Program, Faculty of Fisheries and Marine Science  Telephone number: +6281231215191  Email: syarifahsari@ub.ac.id</p> <p><b>Invoices</b></p> <p>Address invoices to Email: lppm@ub.ac.id and copy to syarifahsari@ub.ac.id  Attention: Directorate of Research and Community Services Universitas Brawijaya</p> <p>Postal Address: Gedung Layanan Bersama 6-8<sup>th</sup> Floor, Jalan Veteran Malang 65145 Indonesia</p>
<p><b>Collaborator C</b></p>	<p><b>Universitas Kristen Petra (UCP)</b></p> <p><b>Address for legal notices</b>  Attention: Head, Center of Research and Community Services, Universitas Kristen Petra  <i>(Ketua, Lembaga Penelitian dan Pengabdian, Universitas Kristen Petra</i>  Postal address: Jl. Siwalankerto No.121-131, Siwalankerto, Kec. Wonocolo, Kota SBY, Jawa Timur 60236  Telephone number: 031-2983111  Email: togar@petra.ac.id</p> <p><b>Project Representative and address for technical and Project notices</b>  Name: Dr Togar Wiliater Soaloon Panjaitan, MBA.  Title: Ass. Professor (Lektor), Industrial Engineering Department, Faculty of Industrial Technology  Telephone number: 0811346105  Email: togar@petra.ac.id</p> <p><b>Invoices</b></p> <p>Address invoices to Email: llmpetra@pera.ac.id with a copy to togar@pera.ac.id</p> <p>Postal Address: LPPM, Jl. Siwalankerto No.121-131, Siwalankerto, Kec. Wonocolo, Kota SBY, Jawa Timur 60236</p>
<p><b>Collaborator D</b></p>	<p><b>Badan Riset dan Inovasi Nasional (BRIN)</b></p> <p><b>Address for legal notices</b>  Attention: Head, Research Organization for Electronics and Informatics, BRIN  Postal address: Kawasan Sains dan Teknologi Samaun Samadikun, Jl. Sangkuriang, Dago, Kecamatan Coblong, Kota Bandung, Jawa Barat - Indonesia 40135  Telephone number: +6281110646794  Email: <a href="mailto:orei@brin.go.id">orei@brin.go.id</a> with a copy to <a href="mailto:prgi@brin.go.id">prgi@brin.go.id</a></p> <p><b>Project Representative and address for technical and Project notices</b>  Name: Professor Danang Surya Candra, S.Si., M.Sc., Ph.D  Title: Research Professor, Research Center for Geoinformatics, BRIN  Telephone number: +6281310788918  Email: dana004@brin.go.id</p> <p><b>Invoices</b></p> <p>Address invoices to <a href="mailto:prfi@brin.go.id">prfi@brin.go.id</a> with a copy to <a href="mailto:dana004@brin.go.id">dana004@brin.go.id</a></p> <p>Attention: Research Professor, Research Center for Geoinformatics, BRIN</p> <p>Postal address: Laboratorium Penginderaan Jauh, KST Soekarno, BRIN, Jl. Raya Jakarta-Bogor No.KM.47, Nanggewer Mekar, Kec. Cibinong, Kabupaten Bogor, Jawa Barat - Indonesia 16911</p>
<p><b>Collaborator E</b></p>	<p><b>Yayasan Kajian Ekologi dan Konservasi Lahan Basah (Ecoton)</b></p> <p><b>Address for legal notices</b>  Attention: Dr. Daru Setyorini  Postal address: ECOTON, Desa Wringinanom RT01 RW05 Gresik East Java 61176  Telephone number: +6282226655636  Email: <a href="mailto:ecoton.indonesia@gmail.com">ecoton.indonesia@gmail.com</a></p>

	<p><b>Project Representative and address for technical and Project notices</b>  Name: Dr. Daru Setyorini  Title: Executive Director  Telephone number: +6281703921499  Email: daru@ecoton.or.id</p> <p><b>Invoices</b>  Address invoices to Ecoton Foundation, Email: <a href="mailto:ecoton.indonesia@gmail.com">ecoton.indonesia@gmail.com</a> copy to <a href="mailto:daru@ecoton.or.id">daru@ecoton.or.id</a> Attention: Dr. Daru Setyorini</p>
<b>Collaborator F</b>	<p><b>Ministry of Maritime Affairs and Fisheries Indonesia (DKP)</b>  Directorate General of Ocean Management</p> <p><b>Address for legal notices</b>  Attention: Secretary of Directorate General of Ocean Management  Postal address: Medan Merdeka Timur No.16 St. Gambir, Central Jakarta, 10110  Telephone number: (021) 3519070  Email: ditjenpk@kkp.go.id</p> <p><b>Project Representative and address for technical and Project notices</b>  Name: Dr Miftahul Huda  Title: S.Si, M.Si  Telephone number: +82 (021) 3519070, Ext. 7433  Email: hudahiftahul@gmail.com</p> <p><b>Invoices</b>  Address invoices to <a href="#">Ministry</a> of Marine Affairs and Fisheries cc to <a href="mailto:sesprisesditjenpk@gmail.com">sesprisesditjenpk@gmail.com</a> and <a href="mailto:miftahul.huda@kkp.go.id">miftahul.huda@kkp.go.id</a> Attention: Dr Miftahul Huda, M.Si.</p>

## Part 2 - Project details

### Scope and timing

4.	<b>Project title</b>	<b>Mitigating Marine Debris to Enhance Fisheries Productivity on Java's Northern Coast</b>				
5.	<b>Term</b> (clause 1)	<p><b>Start Date:</b> 10/04/2025</p> <p><b>End Date:</b> 09/04/2027</p> <p><b>Extension period(s):</b> If necessary, as agreed between the parties subject to approval under the Head Agreement.</p>				
6.	<b>Project requirements</b>	Refer to full details in the Head Agreement.				
7.	<b>Project Milestones and Reports</b> (clauses 2.1 and 3.3)	Refer to full details in the Head Agreement.				
		<b>No.</b>	<b>Title</b>	<b>Milestone/ Achievement criteria</b>	<b>Milestone Due Date</b>	<b>Responsible party (Lead)</b>
		O0	<b>Ethical and permits clearance</b>	Prepare and submit permit application(s) and ethics clearance	14/07/2025	<b>BRIN-UQ-UM</b>
		O1	<b>Develop an enabling environment for project implementation</b>	Stakeholder mapping and Analysis, Partnership Plan. GEDSI implementation approach (A01)	14/07/2025	<b>UM-UQ</b>
				Scoping and inception workshop with all partners (A01)	14/10/2025	<b>QQ-UM</b>

	<b>O2</b>	<b>Develop extensive marine debris profiling</b>	Literature review of social and bio-physical drivers of debris (A02)	14/10/2025	<b>UM</b>
			Reports on characterized sources, distribution, and composition of macro debris (A03)	14/01/2026	<b>UB-UM</b>
	<b>O3</b>	<b>Quantify river-based terrestrial and coastal debris seasonality through hydrodynamic and geospatial modelling</b>	Report on the geospatial model of macro debris pathway and connectivity (A04)	14/01/2026	<b>BRIN</b>
			Report on the hydrodynamic model to detect debris pathways (A05)	14/04/2026	<b>UQ</b>
			Report on coastal morphology for debris accumulation (A06)	14/07/2026	<b>UM</b>
			Report on spatotemporal models for debris accumulation (A07)	14/07/2026	<b>BRIN</b>
	<b>O4</b>	<b>Impacts of marine debris on fisheries' productivity</b>	Report on the link between macro and micro debris on the fish organ (A08)	14/07/2026	<b>UB</b>
			Report on the differentiated impacts of micro debris on fisheries livelihood (A09)	14/07/2026	<b>UB/UM</b>
	<b>O5</b>	<b>Develop system dynamic model</b>	Report on capacity building of researchers (A10)	14/10/2026	<b>UCP</b>
			Report on the system dynamic model for debris impact mitigation (A11)	14/10/2026	<b>UCP</b>
	<b>O6</b>	<b>Foster community empowerment</b>	Report on the empowerment of local communities and outreach materials	14/01/2027	<b>Ecoton</b>
		<b>Research translation impact related activities</b>	Final report, technological report, policy brief for mitigation strategies	1/04/2027	<b>UM-UQ</b>

8. **Public good research**  
(clauses 7.2 and 8.2)

No

Yes

If yes, specify details: \_\_\_\_\_

\_\_\_\_\_.

### Funding and contributions

9. **Head Agreement**  
(clause 4)

The agreement between UQ and Cowater International Inc. of 200 Laurier Ave West, Ottawa, Ontario, Canada (**Cowater**), titled "KONEKSI PARTNERSHIP AGREEMENT"

dated 22 April 2025, and related documentation, a copy of which is attached as Attachment 3.

10. **Project Funds**  
(clauses 2.1 and 5)

UQ will distribute **AUD 58,782** of the awarded KONEKSI funds to **Universitas Negari Malang (UM)**, comprising the following allocations:

**UNIVERSITAS NEGARI MALANG (UM) (Collaborator A)**

Activity	Description	Awarded in AUD	Payment Date
<b>1</b>	Research Assistants	6,480	<p><b>\$16,890</b> On signing of this agreement</p> <p><b>\$8,016</b> 30 June 2026</p> <p><b>\$3,722</b> 1 April 2027</p>
	Research Administrator	960	
<b>3.1</b>	<b>Inception workshop</b>		
	Fullboard meeting package (stakeholders) *	800	
	Fullboard meeting package (researchers) *	4,800	
	Half per diem (stakeholders) *	140	
	Half per diem (all Indonesian researchers)	336	
	Local transport for participants from province (not in Malang) *	322	
	<i>* to be distributed by UM between the participants as per the final approved budget</i>		
	<b>Site Visit</b>		
	Per diems (all Indonesian researchers)	820	
	Accommodation (all Indonesian researchers)	2400	
	Car rental	1,600	
	Boat rental	406	
	Life jacket rental	182	
	<b>Mid-term meeting</b>		
	Expert honoraria (Government level)	700	
<b>3.2</b>	Compensation interviewees	960	
<b>3.5</b>	Compensation interviewees	720	
<b>3.6</b>	Portable weather stations	1,170	
	Setting up weather stations	1,000	
<b>3.9</b>	Interviewees	1,120	
<b>3.12</b>	Video design, editing, creation	800	
	Expert consultancy	720	
<b>6</b>	Indirect Costs	2,191	
	<b>TOTAL (AUD) (GST exempt)</b>	<b>28,627</b>	

**Universitas Brawijaya (UB) (Collaborator B)**

Activity	Description	Awarded in AUD	Payment Date
	<b>Personnel</b>		

1	Research Assistants	4,320	<b>\$4,040</b> On signing of this agreement
	<b>Other</b>		
3.9	In-depth interviewees	1,120	<b>\$1,920</b> 30 June 2026
6	Indirect Costs	1,410	<b>\$890</b> 1 April 2027
	<b>TOTAL (AUD) (GST exempt)</b>	<b>6,850</b>	

#### Universitas Kristen Petra (UCP) (Collaborator C)

Activity	Description	Awarded in AUD	Payment Date
	<b>Personnel</b>		<b>\$3,146</b> On signing of this agreement
1	Research Assistants	4,300	
	<b>Other</b>		<b>\$2,098</b> 30 June 2026
3.10	Expert consultancy	360	
3.11	GMB-1 toolkits	200	
	GMB-2 toolkits	200	
	Stationery	184	
	<b>TOTAL (AUD) (GST exempt)</b>	<b>5,244</b>	

#### Badan Riset dan Inovasi Nasional (BRIN) (Collaborator D)

Activity	Description	Awarded in AUD	Payment Date
	<b>Personnel</b>		<b>\$2,020</b> On signing of this agreement
1	Research Assistant	3,000	
3.1	<b>Inception Workshop</b>		<b>\$1,347</b> 30 June 2026
	Return airfare (1BRIN)	267	
	Malang Airport shuttle (1BRIN)	100	
	<b>TOTAL (AUD) (GST exempt)</b>	<b>3,367</b>	

#### Yayasan Kajian Ekologi dan Konservasi Lahan Basah (Ecoton) (Collarator E)

Activity	Description	Awarded in AUD	Payment Date
	<b>Personnel</b>		<b>\$8,376</b> On signing of this agreement
1	Dr Daru Setyorini	3,960	
3.12	<b>Segregated waste collection</b>		<b>\$5,584</b> 30 June 2026
	Construction material – steel canopy	4,800	
	Waste bin	3,192	
	<b>River litter patrol team</b>		
	Field jackets	118	
	Field boots	122	

	Sample analysis	1,440	
	Field assistant	328	
	<b>TOTAL (AUD) (GST exempt)</b>	<b>13,960</b>	

**Ministry of Maritime Affairs and Fisheries Indonesia (DKP) (Collaborator F)**

Activity	Description	Awarded in AUD	Payment Date
<b>3.1</b>	<b>Inception Workshop</b>		<b>\$734</b> On signing of this agreement
	*All funds to be managed by UM		
	Return airfare (2DKP)	534	
	Malang Airport Shuttle (2DKP)	200	
	<b>TOTAL (AUD) (GST exempt)</b>	<b>734</b>	

11. <b>Budget</b> (clause 5.1)	Not Applicable		
12. <b>UQ In-kind Contribution</b> (clause 2.1)	<b>In-kind Contribution</b>		
	<b>Cost</b>	<b>Description</b>	<b>Value (\$)</b>
	50% Indirect costs on collaborator payments	Over the duration of the project	\$29,392.00
		<b>Total</b>	<b>\$29,391.00</b>
13. <b>Collaborator A In-kind</b>	<b>In-kind Contribution</b>		
	<b>Description</b>	<b>Description</b>	<b>Value (\$)</b>
	Dr Bagus Setiabudi Wiwoho (0.2 FTE) Dr Ike Sari Astuti (0.2 FTE)	Over the duration of the project	\$9,400
		<b>Total</b>	<b>\$9,400</b>
<b>Collaborator B In-kind Contribution</b> (clause 2.1)	<b>In-kind Contribution</b>		
	<b>Description</b>	<b>Description</b>	<b>Value (\$)</b>
	Dr Syarifah Hikmah Julinda Sari (0.2 FTE)	Over the duration of the project	\$2,100
		<b>Total</b>	<b>\$2,100</b>
<b>Collaborator C In-kind Contribution</b> (clause 2.1)	<b>In-kind Contribution</b>		
	<b>Description</b>	<b>Description</b>	<b>Value (\$)</b>
	Dr Togar Wiliater Soaloon Panjaitan (0.15 FTE)	Over the duration of the project	\$4,700
		<b>Total</b>	<b>\$4,700</b>

<b>Collaborator D In-kind Contribution</b> (clause 2.1)	<b>In-kind Contribution</b>		
	<b>Description</b>	<b>Description</b>	<b>Value (\$)</b>
	Prof. Danang Surya Candra (0.15 FTE)	Over the duration of the project	\$9,700
		<b>Total</b>	\$9,700
<b>Collaborator E In-kind Contribution</b> (clause 2.1)	<b>In-kind Contribution</b>		
	<b>Description</b>	<b>Description</b>	<b>Value (\$)</b>
	Dr Daru Setyorini	Over the duration of the project	\$0
		<b>Total</b>	\$0
<b>Collaborator F In-kind Contribution</b> (clause 2.1)	<b>In-kind Contribution</b>		
	<b>Description</b>	<b>Description</b>	<b>Value (\$)</b>
	Dr Miftahul Huda (0.05 FTE)	Over the duration of the project	\$9,400
		<b>Total</b>	\$9,400

**Governance and personnel**

14.	<b>Project Administrator</b> (clause 3.1)	The University of Queensland
15.	<b>Project management</b> (clause 3.2)	See Head Agreement

16. **Key Personnel**  
(clause 6.1(b))

**UQ**

Name	Role	%FTE
<b>Professor McIntyre Neil</b>	Chief Investigator A	10%
<b>Dr Lorna Hernandez Santin</b>	Chief Investigator B	17%
<b>Dr Amelia Wenger</b>	Senior Researcher	18%
<b>Dr Nevenka Bulovic</b>	Researcher	15%

**Collaborator A (UM)**

Name	Role	%FTE
<b>Dr Bagus Setiabudi Wiwoho</b>	Chief Investigator	20%
<b>Dr Ike Sari Astuti</b>	Researcher	20%

**Collaborator B (UB)**

Name	Role	%FTE
<b>Dr Syarifah Hikmah Julinda Sari</b>	Chief Investigator	20%

**Collaborator C (UCP)**

Name	Role	%FTE
<b>Dr Togar Wiliater Soaloon Panjaitan</b>	Chief Investigator	15%

**Collaborator D (BRIN)**

Name	Role	%FTE
<b>Professor Dr. Danang Surya Candra</b>	Chief Investigator	15%

**Collaborator E (Ecoton)**

Name	Role	%FTE
<b>Dr Daru Setyorini</b>	Chief Investigator	20%

**Collaborator F (DKP)**

Name	Role	%FTE
<b>Dr Miftahul Huda</b>	Researcher	5%

17. **Approved Subcontractors**  
(clause 6.1(c))

**UQ's Approved Subcontractors** - Not applicable

**Collaborator's Approved Subcontractors** – Not applicable

18. <b>Students and volunteers</b> (clause 6.2)	<p><b>UQ</b> – Not applicable</p> <p><b>UM</b> – Two Undergraduate students</p>
<b>Part 3 - Other agreement details</b>	
19. <b>Regulatory Approvals, codes and standards</b> (clause 2.1)	<p><b>Regulatory Approvals:</b> No Additional Approvals</p> <p><b>Codes and standards:</b> <i>Australian Code for the Responsible Conduct of Research 2018; Cowater's Supply Chain Management Code of Conduct;</i> and the applicable policies issued by DFAT as referenced in the Head Agreement and available on DFAT's website: <a href="http://dfat.gov.au">http://dfat.gov.au</a></p>
20. <b>Liability cap</b> (clause 13.1)	Not applicable
21. <b>Insurance</b> (clause 14)	<p><u>UQ:</u></p> <ol style="list-style-type: none"> <li>1. Public Liability insurance of \$20M in any one occurrence.</li> <li>2. Professional Indemnity insurance of \$10M in any one claim and in the aggregate (which must be maintained for the period of the Term and six years after the Term).</li> <li>3. Workers' compensation insurance as required by law.</li> <li>4. General insurance, including in respect of property (in which each party has an insurable interest), for the full reinstatement value, that is used in connection with the Project, including buildings, fixtures and fittings and contents contained thereon or therein, against loss and damage caused by or resulting from accident, fire, theft, malicious damage or storms and any other insurable risk which property of a similar nature is commonly insured against.</li> </ol> <p><u>Collaborators (other than BRIN):</u></p> <ol style="list-style-type: none"> <li>1. Public Liability insurance of \$20M or more per occurrence.</li> <li>2. Professional Indemnity Insurance of \$10M or more per claim (which must be maintained for the period of the Term and six years after the Term).</li> <li>3. Workers' compensation insurance as required by law.</li> <li>4. General insurance, including in respect of property (in which each party has an insurable interest), for the full reinstatement value, that is used in connection with the Project, including buildings, fixtures and fittings and contents contained thereon or therein, against loss and damage caused by or resulting from accident, fire, theft, malicious damage or storms and any other insurable risk which property of a similar nature is commonly insured against.</li> </ol> <p>BRIN insurance requirements:</p> <ol style="list-style-type: none"> <li>1. Not applicable.</li> </ol>
22. <b>Special Conditions</b>	<p>Add a new paragraph at the end of clause 5.6 as follows:</p> <p><i>Each party is solely responsible for all taxes or other withholdings or contributions which may be payable as a result of the receipt of any monies paid or payable to it in relation to the Project. Each party must make all payment required under this Agreement without withholding or deduction of, or in respect of, any tax unless required by law. If any withholding or deduction is required, when a party makes the payment to which the withholding or deduction relates, that party must pay to the other party any additional amount as will ensure that the other party receives the same total amount that it would have received if no withholding or deduction had been required.</i></p> <p>Add new sub-clause 8.1(c) as follows:</p> <p><i>(c) For clarity, in order for UQ to discharge its obligations under the Head Agreement, Background IP and Contributed Material is sublicensable to and can be used by Cowater, and Cowater may further sub-sub-license it to DFAT</i></p>

and any of its employees, agents or contractors, on the terms and for the purposes and duration specified in the Head Agreement, to the extent that such Background IP and Contributed Material is incorporated in Project IP or Project Material. The rights in this clause 8.1(c) are irrevocable.

Add a new sentence to clause 8.2(c), as follows:

*Each Collaborator must ensure that, prior to its Personnel commencing work on the Project, it secures agreement of such Personnel on terms dealing with confidentiality and Intellectual Property Rights that give effect to and are no less restrictive than the confidentiality and intellectual property terms in this Agreement. This includes, where necessary, a written assignment of Intellectual Property Rights signed by such Personnel to enable the Collaborator to grant UQ the ownership rights to Project IP and Project Material as stated in this Agreement so as to enable UQ to meet the requirements of the Head Agreement.*

Add new sub-clause 11(c) and (d) after clause 11(b) as follows:

*(c) Before any Collaborator transfers personal data or confidential information of an individual to UQ, the Collaborator will obtain the individuals freely given, specific and informed written consent to provide the personal data or confidential information of the individual to UQ. Personal data includes "personal data" under the General Data Protection Regulation (EU) 2016/679. The Collaborator will not transfer an individual's personal data or confidential information other than in accordance with this clause 11.*

*(d) Notwithstanding any other provision of this Agreement, UQ is not required to comply with an obligation imposed on it by reference to laws outside Australia to the extent such obligation conflicts with requirements applicable to UQ under Australian laws.*

Clause 16.1(c) is deleted and replaced with a new clause 16.1(c) as follows:

*(c) by UQ with notice given to each other party with immediate effect, if the Head Agreement is terminated for any reason.*

Clause 17(e) is deleted and replaced as follows:

*(e) Before initiating proceedings in a court to resolve the Dispute (other than where urgent interlocutory relief is required) and if the Dispute has not been resolved in accordance with clause 17(c), the parties must refer the Dispute to mediation. A Dispute which is referred to mediation must be referred to the Resolution Institute (ACN 008 651 232) and be conducted in accordance with the Mediation Rules as determined by the Resolution Institute by a mediator nominated by the parties or, if the parties cannot reach agreement, by the Resolution Institute. The language of the mediation will be English.*

*(f) If the Dispute has not been resolved within 30 days of referral to the Resolution Institute or a longer period agreed between the parties, any party is free to initiate proceedings in a court.*

*(g) Each party must bear its own costs and equally share the costs incurred through mediation, associated with resolution of any Dispute prior to the matter being initiated as a court proceeding.*

*(h) A party and their representatives may appear virtually at any mediation conference.*

Clause 18 is deleted and new clause 18 is inserted, as follows:

#### *18 Force Majeure*

*(a) If a Force Majeure Event prevents or delays a party from performing any obligation under this Agreement (other than payment of amounts due) and that party gives prompt notice to the other parties as soon as practicable (and in any event not more than 7 days' from the start of the Force Majeure Event), and uses reasonable endeavours to remove, or mitigate the effects of, that*

*Force Majeure Event as quickly as possible, those obligations will be suspended for as long as the Force Majeure Event continues.*

*(b) If the Force Majeure Event continues for a period of 90 days or more:*

*(i) UQ may terminate this Agreement by giving 14 days' notice to each other party; or*

*(ii) without limiting UQ's rights under clause 18(b)(i), a Party that continues to be adversely affected by the Force Majeure (**Exiting Party**) may withdraw from the Project and this Agreement by giving 14 days' notice to each other party.*

*(c) If clause 18(b)(ii) applies, the remaining parties will promptly cooperate in good faith with UQ to determine whether and on what terms the Project will continue without the Exiting Party.*

Clause 20(g) is deleted and new clause 20(g) is inserted, as follows:

*20(g) (Governing law) This Agreement is governed by the law of Singapore. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore and courts competent to hear appeals from those courts. If a party is a foreign entity, the United Nations Convention on Contracts for the International Sale of Goods does not apply for the purpose of this Agreement. All court proceedings will be conducted in English.*

Add a new sub-clause 21.1A as follows, in addition to clause 21.1:

*21.1A Definitions - In this Agreement, unless the context requires otherwise, capitalised terms have the meaning given to them in the Head Agreement, as well as in the Details and as stated in clause 21.1.*

Include new clauses 21.3 to 21.5, as follows:

*21.3 Each Collaborator must comply with the requirements of clause GCA 11 (Fraud) in the Head Agreement in relation to Fraud and Fraudulent Activity as though in the place of UQ as a Partner under the Head Agreement, and will notify UQ of any actual or suspected Fraudulent Activity upon becoming aware of it.*

*21.4 Each Collaborator must comply with the anti-corruption and bribery requirements of clause GCA 12 (Anti-corruption) in the Head Agreement as though in the place of UQ as a Partner under the Head Agreement.*

*21.5 A Collaborator must immediately notify UQ of the details of, and obtain the prior written consent of UQ in relation to, all actual or potential Conflicts of Interest, as that term is defined in clause GCA 13 (Conflict of Interest) in the Head Agreement, that exist or arise during the term and comply with all reasonable directions of UQ, including as may be required pursuant to clause 21.3.*

*21.6 Each Collaborator acknowledges and agrees that UQ may report Conflicts of Interest or actual or suspected Fraud or Fraudulent Activity or any breach of clause 21.3 to 21.5 to Cowater and/or DFAT, and the Collaborator will comply with the directions of UQ given to comply with the requirements of the Head Agreement and directions of Cowater or DFAT in relation to Conflicts of Interest or actual or suspected Fraud or Fraudulent Activity or corruption, including the repayment of Project Funds and return of assets purchased using Project Funds sourced from the Head Agreement.*

Add the following new definitions to clause 21.1, as follows:

**Foreign Relations Act** means Australia's Foreign Relations (State and Territory Arrangements) Act 2020 (Cth).

**Foreign Relations Declaration** means a declaration issued by, or other decision of, the Minister under the Foreign Relations Act, in connection with this agreement.

**Foreign Relations Notice** means any notice or information to the Minister required to be provided by UQ under the Foreign Relations Act or in relation to any Foreign Relations Declaration.

**Minister** means the Minister for Foreign Affairs of Australia.

Add a new clause 22 – Australia's Foreign Relations Act, as follows:

**22. Australia's Foreign Relations Act**

(a) This clause 22 applies notwithstanding any other provision of this agreement.

(b) If the Minister makes a Foreign Relations Declaration:

(i) UQ may take any steps required to comply with the Foreign Relations Declaration, including terminating this agreement with immediate effect and on written notice to [insert name of counterparty(ies)];

(ii) without limiting paragraph (b)(i), if UQ requests the Collaborators to effect a variation to this agreement to comply with the Foreign Relations Declaration, the parties must meet (including by telephone or video conference) within 14 days (or such shorter period as UQ reasonably requires in order to comply with any Foreign Relations Declaration) of UQ's request to negotiate in good faith to vary this agreement as required by the Foreign Relations Declaration;

(iii) to the extent the Foreign Relations Declaration states that this agreement is not valid or enforceable, that UQ must not start or continue to negotiate this agreement or that UQ must not enter this agreement, the parties agree that this agreement is terminated as of the later of the date of the Foreign Relations Declaration or any date specified in the Foreign Relations Declaration.

(c) To avoid doubt, the parties agree that any termination under clause 22(b) does not constitute a breach of this agreement or repudiation by any party.

(d) If this agreement is terminated under clause 22(b) the accrued rights and remedies of the parties will not be affected unless this is inconsistent with a Foreign Relations Declaration, in which case the accrued rights and remedies of the parties will be affected only to the extent required to give effect to the Foreign Relations Declaration.

(e) UQ may, in its discretion, disclose any information relating to this agreement, related agreements or parties to those agreements, including any confidential information, to the extent UQ considers the information is required in relation to UQ's compliance with the Foreign Relations Act or a Foreign Relations Declaration.

(f) The following post-termination obligations apply if this agreement is terminated under clause 22(b):

(i) the parties must cease work under this this agreement;

(ii) each party must return confidential information of another party to that party; and


(iii) to the extent any funds have been provided by UQ to another party, any unused funds must be repaid to UQ by that other party.

(g) If this agreement is terminated under clause 22(b), in addition to the provisions of this agreement addressing post-termination obligations of the parties, upon UQ's written notice to each other party under this clause 22(c) the parties must meet and consult with each other in good faith with a view to negotiating a new agreement for the Project to the extent permitted by the Foreign Relations Act and the Head Agreement.

**Signed as an Agreement**

Signed on behalf of **The University of Queensland** by an authorised representative:


Signed on behalf of **Universitas Negeri Malang** by an authorised representative:

Signature 

Name Rachel Axon

Position Associate Director (RCMU),  
Research Office


Date 21 July 2025 T

Signature 

Name Prof. Dr. Markus Diantoro, M.Si.


Position Head of LPPM, Universitas Negeri Malang

Date July 7, 2025



Signed on behalf of **Universitas Brawijaya** by an authorised representative:


Signed on behalf of **Universitas Kristen Petra** by an authorised representative:


Signature 

Name Prof. Luchman Hakim, S.Si., M.Agr.Sc.,  
Ph.D.

Position Director of DRPM

Date July 7, 2025




Signature 

Name Dr. Yusita Kusumarini, S.Sn., M.Ds.


Position Head of LPPM

Date July 7, 2025



Signed on behalf of **Badan Riset dan Inovasi Nasional** by an authorised representative:


Signed on behalf of **Yayasan Kajian Ekologi dan Konservasi Lahan Basah** by an authorised representative:

Signature 

Name Prof. Dr. M. Rokhis Khomarudin

Position Head of Research Center for  
Geoinformatics, BRIN


Date July 7, 2025

Signature 

Name Dr. Daru Setyorini, S.Si., M.Si.

Position Executive Director

Date July 7, 2025

 Dokumen ini ditandatangani secara elektronik menggunakan sertifikat dari BSRiE, silahkan lakukan verifikasi pada dokumen elektronik yang dapat diunduh dengan melakukan scan QR Code

Signer's identity unknown

Signed on behalf of **Ministry of Marine Affairs  
and Fisheries Indonesia** by an authorised  
representative



Signature

Name **D. Mahul Huda, M.Si**

Position **Secretary of Directorate General of  
Ocean Management**

Date **July 7, 2025**

## Contents

1	Term.....	17
2	The Project.....	17
3	Project Governance.....	17
4	Application of Head Agreement.....	17
5	Project Funds.....	18
6	Personnel, Students and Volunteers.....	18
7	Material.....	19
8	Intellectual Property.....	19
9	Confidential Information.....	20
10	Publications.....	20
11	Privacy.....	20
12	Warranties.....	21
13	Liability.....	21
14	Insurance.....	21
15	Removal or withdrawal of a party.....	22
16	Termination of Agreement.....	22
17	Dispute Resolution.....	23
18	Force Majeure.....	23
19	Notices.....	23
20	General.....	23
21	Definitions and Interpretation.....	24
	Attachment 1 – Head Agreement.....	27
	Attachment 2 - Background IP and Contributed Material.....	109

## **Collaborative Research Conditions**

### **1 Term**

- (a) This Agreement commences on the Start Date and continues until the End Date.
- (b) The parties may agree in writing to extend the Term for further period(s) specified in the Details, on the terms and conditions then in effect. The parties cannot extend the Term under this clause 1(b) if funding is required, or there are additional costs, for such extension period.

### **2 The Project**

#### **2.1 Conduct of the Project**

Each party must:

- (a) collaborate with each other party to conduct the Project during the Term;
- (b) provide its Contributions at the time specified in the Details;
- (c) carry out the Project Activities in accordance with the terms of this Agreement, applicable Laws, Regulatory Approvals and any directions of an ethics committee and Good Industry Practice; and
- (d) use reasonable efforts to meet each Milestone for which it is responsible by the Milestone Due Date and to perform its role so that the Project is completed by the End Date.

#### **2.2 Outcome of the Project**

- (a) The Project involves research which is inherently speculative in nature. The outcomes of the Project or its ability to produce outputs or discoveries that are fit for a particular purpose or commercially useful results are not guaranteed.
- (b) Each party must use its own judgement as to the applicability and fitness for purpose of the Project Material for any given purpose.

### **3 Project Governance**

#### **3.1 Project Administrator**

The Project Administrator, with the support of the other parties, is responsible for the administration of the Project.

#### **3.2 Project management**

Each party must appoint one Project Representative to manage the Project on behalf of that party. As at the Start Date, the Project Representatives are those persons specified in the Details. A party may at any time replace its Project Representative by giving written notice to each other party. Each Project Representative must carry out the functions specified in the Details or as agreed.

#### **3.3 Records and Reports**

Each party must keep full and complete records in relation to its performance of the Project (including the application of any Project Funds) during the Term and for a period of 7 years from the termination or expiry of this Agreement, or longer if required by Law. Each party must provide the reports to the Project Administrator as specified in the Details, or as reasonably requested by the Project Administrator from time to time.

### **4 Application of Head Agreement**

- (a) This clause 4 only applies if the Details specify there is a Head Agreement.
- (b) Each Collaborator must comply with requirements or obligations of the Head Agreement to the extent applicable to the Collaborator or a person performing the Project Activities to be performed by the Collaborator (whether or not the Collaborator is a party to the Head Agreement), including, without limitation, those clauses specified in the Details.
- (c) A Collaborator must do all things reasonably required to assist UQ to meet its obligations under the Head Agreement and must not do or omit (where the omission would be inconsistent with Good Industry Practice) to do anything that may cause UQ to breach the Head Agreement.
- (d) Notwithstanding any other clause of this Agreement, each Collaborator indemnifies UQ from and against any Loss suffered or incurred by UQ arising under the Head Agreement to the extent such Loss was caused by or contributed to by such Collaborator. A Collaborator's liability to indemnify UQ under this clause is reduced proportionately to the extent to which such Loss is caused by or contributed to by UQ.
- (e) In the event of a conflict between the terms of the Head Agreement and this Agreement, the terms of the Head Agreement prevail to the extent of the conflict, unless otherwise specified.
- (f) UQ may terminate this Agreement immediately by notice to all other parties if the Head Agreement is terminated for any reason.

## **5 Project Funds**

### **5.1 Use of Project Funds**

The Project Administrator will manage the Project Funds and apply the Project Funds in accordance with the Budget (if any) and the Agreement. The Collaborator must only use the Project Funds in accordance with the Budget (if any) and the Agreement and solely for Project Purposes.

### **5.2 Payment of Cash Contributions to Project Administrator**

The Project Administrator will invoice each party for their Cash Contribution (if applicable) in accordance with the payment schedule in the Details. Each party must pay such invoice within 30 days (or other agreed period) after receipt.

### **5.3 Distribution of Project Funds**

If the Head Agreement, or the Details require the Project Administrator to disburse the Project Funds, then subject to:

- (a) the party receiving funds performing its obligations under this Agreement; and
- (b) the party receiving funds having invoiced the Project Administrator in accordance with the payment schedule in the Details and clause 5.5,

the Project Administrator must pay such invoice within 30 days (or other agreed period) of the date the Project Administrator has received the relevant Project Funds from the source or Contributing party set out in the Details.

### **5.4 Acquittal**

Where the Project Administrator distributes Project Funds to a party, that party must provide financial acquittals to the Project Administrator as set out in the Details and/or as reasonably requested from time to time by the Project Administrator, including:

- (a) as required for the Project Administrator to comply with the Head Agreement; and
- (b) where any party, or any Key Personnel, cease or are projected to cease involvement in the Project.

### **5.5 Invoicing requirements**

All invoices must be in the form of a tax invoice and sent to the address specified in the Details. Invoices sent to UQ must also include a current valid UQ purchase order reference and be provided as a separate attachment in a high quality electronic file format.

### **5.6 GST**

Consideration under this Agreement excludes GST. Where GST is payable by a party in relation to a supply that it makes under or in connection with this Agreement, and the consideration for that supply excludes GST, the party providing the consideration will pay an additional amount equal to the GST (at the prevailing rate) at the same time as the part of the consideration to which the GST amount is referable becomes payable. In this clause 5.6, terms defined in the GST Legislation have the meaning given to them by the GST Legislation.

## **6 Personnel, Students and Volunteers**

### **6.1 Personnel**

- (a) Each party must ensure its Personnel comply with this Agreement and the lawful directions of any other party when attending or accessing the premises of that other party.
- (b) If a Key Personnel is unable to perform their duties as specified in the Details, the relevant party must promptly notify each other party and ensure that a replacement person is appointed with the requisite skills and experience, with the consent of each other party, acting reasonably, as soon as practicable.
- (c) A party must not subcontract any of its obligations under this Agreement to any other person, except to an Approved Subcontractor. A Collaborator must enter into a written agreement with each Approved Subcontractor which must include terms and conditions consistent with this Agreement.
- (d) Each party is liable for the acts and omissions of its Personnel as if they were the acts and omissions of that party.

### **6.2 Students and Volunteers**

If a party appoints a Student or Volunteer for the Project, that party:

- (a) is liable for the acts and omissions of those Students and Volunteers as if they were the party's own acts or omissions;
- (b) must enter into an agreement with the Student or Volunteer on terms dealing with confidentiality and Intellectual Property Rights that give effect to and are no less restrictive than the confidentiality and intellectual property terms in this Agreement;
- (c) must (on reasonable request by any other party), ensure any Thesis of a Student that includes results of the Project is submitted for examination in confidence and subsequently held in confidential storage in accordance with the internal policies and procedures of the Student's enrolling institution; and

- (d)
- (e) agrees that, in the case of a Student, the selection, enrolment, management, supervision and examination of that Student will be in accordance with the regulations, policies and procedures of the Student's enrolling institution.

## **7 Material**

### **7.1 Contributed Material**

As between the parties, Contributed Material remains owned by the party contributing it. The other parties must take reasonable care of that Contributed Material and use it only for Project Purposes. Each party acknowledges that Samples may be altered, damaged, used-up or destroyed in the Project.

### **7.2 Project Material**

Title in Project Material is owned by UQ. Each Collaborator:

- (a) assigns title in the Project Material to UQ on its creation;
- (b) must use Project Material for:
  - (i) Project Purposes during the Term; and
  - (ii) Permitted Purposes:
    - (A) during the Term; and
    - (B) after the Term in perpetuity, only where the Details specify, that the Project is a research project for the public good; and
- (c) must provide to UQ any Project Material in its possession or control when it is no longer needed for exercising the rights granted in clause 7.2(b)(ii)(B).

### **7.3 Compliance**

Each party must store, handle and use Contributed Material and Project Material in compliance with applicable Laws, Good Industry Practice and reasonable directions of the Project Administrator.

### **7.4 Equipment**

If the Project Administrator uses all or part of the Cash Contributions wholly or partly for the purchase of Equipment, then those items of Equipment will be solely owned by the Project Administrator.

## **8 Intellectual Property**

### **8.1 Background IP**

- (a) Each party grants to each other party a non-exclusive, non-transferable, world-wide licence during the Term to exercise the party's Background IP for Project Purposes. This licence must not be sublicensed (except to the extent required by UQ to discharge its obligations under a Head Agreement or to an Approved Subcontractor).
- (b) If a party notifies the other parties that any Encumbrance applies to particular Background IP in Contributed Material, then the licence in clause 8.1(a) is limited, and subject, to the extent of that Encumbrance.

### **8.2 Project IP**

- (a) Project IP is owned by UQ on creation.
- (b) Each Collaborator assigns all right, title and interest in the Project IP to UQ at the time it is created or developed.
- (c) UQ grants to each Collaborator a non-exclusive, non-transferable, world-wide licence to exercise the Project IP for Project Purposes and Permitted Purposes during the Term.
- (d) Where the Details specify that the Project is a research project for the public good, the licence granted by clause 8.2(c) for Permitted Purposes applies both during the Term and after the Term in perpetuity.
- (e) The licence granted by clause 8.2(c) must not be sublicensed except to an Approved Subcontractor for Project Purposes.
- (f) UQ may choose whether, and if so how, to pursue registration or other protection in respect of the Project IP.

### **8.3 Commercialisation**

- (a) Each party must promptly notify the other parties on becoming aware of any Project IP that may have potential commercial value. The parties will negotiate, acting reasonably, to agree the terms of a Commercialisation agreement so as to fairly share in any commercial return associated with the Project IP, having regard to all relevant factors, including each party's contribution to the Project and the development of the Project IP.
- (b) UQ manages the Commercialisation of Intellectual Property Rights through UniQuest Pty Limited and JK Tech Pty Ltd and UQ may license or assign the Project IP to either of them.
- (c) To avoid any doubt, a Collaborator must not Commercialise the Project IP, except with the prior written consent of UQ and subject to entering into a Commercialisation agreement.

#### **8.4 Infringement**

Each party must give each other party prompt notice when it becomes aware of any claim that the use of Background IP or Project IP infringes the Intellectual Property Rights of any third party.

#### **8.5 Use of a party's name**

Except with a party's prior written consent, each other party must not use any other party's name, logo, trade marks, branding or trade name, including in a manner that suggests that the party endorses or is associated with any other party or its products or services.

#### **8.6 Moral Rights**

To the extent a party's Personnel have Moral Rights in Project Material, that party will use reasonable endeavours to procure consents from each individual creator, upon request of and substantially in the form approved by, the Project Administrator, acting reasonably.

### **9 Confidential Information**

- (a) Each party must keep the Confidential Information of another party confidential. The Project Material is solely UQ's Confidential Information.
- (b) Each party must not use or copy the Confidential Information of another party for any purpose other than to perform that party's obligations or exercise its rights under this Agreement.
- (c) Each party must only disclose Confidential Information of another party to its Personnel who have a need to know the Confidential Information and are bound by obligations of confidence to at least the standard contemplated by this clause 9.
- (d) Each party must ensure its Personnel, who participate in the Project or access Confidential Information, comply with this clause 9.
- (e) Each party must promptly notify the relevant other party if it becomes aware of any unauthorised use or disclosure of the other party's Confidential Information.
- (f) The obligations of confidence in clause 9 do not apply to the extent that a party is required by Law or court order to disclose Confidential Information, provided that party only discloses the minimum information required.

### **10 Publications**

- (a) Subject to this clause 10, any party may make a Publication.
- (b) At least 30 days prior to any Publication, the publishing party must provide to each other party a copy of the proposed Publication and the proposed date of Publication.
- (c) The other party may provide comments and request reasonable amendments to the Publication to:
  - (i) reflect correct authorship and acknowledgement; and/or
  - (ii) protect its Confidential Information and/or Intellectual Property Rights,provided they are given to the publishing party in writing no later than 14 days before Publication is proposed.
- (d) If no comments or amendments are provided within the 14 day period referred to in clause 10(c), the publishing party may make the Publication. If a party has provided such comments or amendments, the publishing party may publish the Publication subject to Confidential Information being removed and after a delay (of no more than 3 months) to enable the other party to take measures to protect its Intellectual Property Rights.
- (e) All Publications will recognise the contribution by the parties to the Project.
- (f) The obligations in this clause 10 survive the Term for a period of five years.

### **11 Privacy**

- (a) Each party will comply with Privacy Laws applying to that party in respect of any Personal Information it Handles in connection with the Project.
- (b) Without limiting clause 11(a), where a recipient party Handles Personal Information that is contributed by another party, the recipient party must:
  - (i) not use or disclose the Personal Information other than for Project Purposes, unless required or authorised to do so by Law;
  - (ii) not transfer, disclose or access the Personal Information outside of Australia without the prior consent of the provider;
  - (iii) immediately notify the provider if it becomes aware that a disclosure of such Personal Information is, or may be, required or authorised by applicable Laws; and
  - (iv) in the event of a Data Breach, provide reasonable assistance requested by the provider with investigation, mitigation of the effects, and notification (where required by Law) of the Data Breach.

## **12 Warranties**

### **12.1 General**

Each party warrants that it has:

- (a) full power and authority to enter into and perform its obligations under this Agreement; and
- (b) has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into and perform this Agreement.

### **12.2 Background IP**

Each party warrants, to the best of the party's knowledge, that exercise of the party's Background IP in accordance with this Agreement does not infringe Intellectual Property Rights or breach the confidence of any person.

### **12.3 Project IP**

Each Collaborator warrants, to the best of its knowledge, that:

- (a) the assignment of Project IP to UQ; and
- (b) exercise of Project IP created by or on behalf of it,

does not infringe the Intellectual Property Rights or breach the confidence of any person.

## **13 Liability**

### **13.1 Limitation of Liability**

Subject to this clause 13 and to the extent permitted by Law, each party's Liability to another party arising out of or in connection with this Agreement is limited to the amount specified in the Details. This limitation is an aggregate limit for all claims, whenever made.

### **13.2 Consequential Loss**

Subject to this clause 13, and to the extent permitted by Law, no party is Liable to another party for any Consequential Loss sustained or incurred by the other party arising out of or in connection with this Agreement.

### **13.3 Exceptions**

If a limitation of Liability applies in accordance with clause 13.1, then clause 13.1 does not apply to Liability for:

- (a) personal injury (including sickness or death);
- (b) Loss or damage to tangible property;
- (c) infringement of Intellectual Property Rights;
- (d) a breach of an obligation of confidentiality;
- (e) any wilfully wrong act or omission; or
- (f) repudiation of all or part of this Agreement.

### **13.4 Australian Consumer Law**

To the extent the Australian Consumer Law applies a guarantee to a party's obligation to supply a good or service under this Agreement which cannot be excluded, the Liability of such party for any non-compliance with the guarantee (other than a guarantee for which Liability cannot be limited) is limited at the option of such party to re-supplying the relevant good or service, or paying the cost of re-supplying such good or service.

### **13.5 Implied terms**

Subject to clause 13.4, no terms, conditions or warranties are implied by custom or Law into this Agreement. To the extent permitted by Law, due to the speculative nature of the Project as research, UQ will not be liable for any Loss however caused (including due to the negligence of UQ) suffered or incurred by any of the parties in connection with use of any results of the Project, the Project IP or the Project Material.

### **13.6 Proportionality**

To the extent permitted by Law, each party's liability to the other party under this Agreement will be reduced proportionately to the extent to which any Loss was caused or contributed to by any negligence or other omission of the other party or its employees, agents or subcontractors.

## **14 Insurance**

- (a) Each party must maintain for the Term, and after the Term where required, the insurances specified in the Details.
- (b) Each party must, when requested by any other party to do so, promptly provide evidence of the currency of the insurances required under this clause 14. Proof of adequate levels of equivalent protection or self-insurance by a party are acceptable as an alternative to the insurances required under this clause 14.

## **15 Removal or withdrawal of a party**

### **15.1 Removal of a party**

The Project Administrator may terminate any other party's involvement in this Agreement immediately, by giving notice to that party, if:

- (a) that party commits a material breach of this Agreement, and the breach is either not capable of remedy or not remedied within 30 days from the date of receipt of the Project Administrator's notice;
- (b) an Insolvency Event occurs with respect to that party; or
- (c) that party notifies the Project Administrator that it can no longer carry out its obligations under this Agreement or is unwilling to do so.

### **15.2 Withdrawal from the Project**

A party may terminate its involvement in this Agreement immediately, by giving notice to each other party, if any other party commits a material breach of this Agreement that adversely affects the withdrawing party and that breach is either not capable of remedy or not remedied within 30 days from the date of receipt of the withdrawing party's notice.

### **15.3 Consequences of removal or withdrawal of a party**

If a party's involvement in this Agreement is terminated, on the date of termination:

- (a) such party ceases to be a party to this Agreement and is relieved of its obligation to make further Contributions but this Agreement continues to bind the remaining parties which may access the withdrawing party's Background IP to the extent necessary to complete the Project; and
- (b) clause 16.2 applies with respect to such party.

## **16 Termination of Agreement**

### **16.1 Termination of Agreement**

Without limiting any other right of termination that the parties may have at Law or in equity, this Agreement may be terminated:

- (a) at any time by the mutual written agreement of the parties;
- (b) by UQ due to a Force Majeure Event in accordance with clause 18(b);
- (c) by UQ without cause by giving 90 days' prior notice to the other parties;
- (d) by UQ on giving 30 days' prior notice to the other parties, if any other party experiences an Insolvency Event; or
- (e) by UQ if a material breach of this Agreement occurs by any other party, and the breaching party fails to remedy that breach within 30 days after the date on which UQ notified it and the other parties of that breach.

### **16.2 Consequences of termination or expiry**

Following termination or expiration of this Agreement:

- (a) unless otherwise agreed by the Contributing party and subject to clause 16.2(b), each party must return any Contributed Material (except Samples used-up or destroyed during the Project) to the Contributing party;
- (b) each party must, at the option of the owner of any Confidential Information, return to the owner all copies in that party's possession or control, or securely and permanently destroy all the copies, except to the extent a party is required by Law or reasonable record retention or risk management policies to retain a copy;
- (c) each party must deliver to the Project Administrator any Project Material in that party's possession or control;
- (d) subject to clause 16.2(e), each party must refund to the Project Administrator any Project Funds received in advance and that remain unused and uncommitted or required to be returned or repaid under a Head Agreement;
- (e) unless otherwise specified in the Details, UQ may retain and apply any unused Contributions for another purpose at its sole discretion;
- (f) all licences to Background IP and Project IP and rights to use Project Material granted to a Collaborator who, at any time during the Term:
  - (i) was in breach of the Agreement;
  - (ii) experienced an Insolvency Event; or
  - (iii) was removed from or withdrew from the Project,are revoked;
- (g) the obligations of the parties which, either expressly or by their nature, are intended to survive termination or expiry, including (subject to clause 16.2(f)) the perpetual rights of use in clause 7.2(b)(ii)(B) and perpetual licence in clause 8.2(d), are not extinguished; and
- (h) any right of action or remedy that accrued to a party prior to termination or expiration is not limited or affected.

## 17 Dispute Resolution

- (a) A party will not commence litigation or other external dispute resolution procedures in relation to a Dispute (other than where urgent interlocutory relief is required) unless it has first attempted to resolve the Dispute under this clause 17.
- (b) Any party may give any other party a notice in writing setting out the details of a Dispute.
- (c) Within 5 Business Days after the date on which a party gives any other party a notice of a Dispute, the Project Representatives will meet and in good faith attempt to resolve the Dispute. If the Dispute is not resolved within 10 Business Days of the date of the notice, the Dispute must be referred to each party's senior executive for resolution.
- (d) If the Dispute is not resolved under clause 17(c) to the satisfaction of the parties within 30 Business Days of the date of the Dispute notice (or such other time as agreed between the parties), any party may proceed in accordance with its remedies at Law subject to clause 17(e).
- (e) The parties agree to adopt an alternative dispute resolution process such as mediation, conciliation or arbitration prior to commencing court proceedings (except for urgent interlocutory relief). If the parties are unable to agree on an alternative dispute resolution process within 30 Business Days of the expiration of the period referred to under clause 17(d), then the parties must refer the Dispute to mediation administered by the Resolution Institute, conducted in accordance with the Mediation Rules.

## 18 Force Majeure

- (a) If a Force Majeure Event prevents or delays a party from performing any obligation under this Agreement (other than payment of amounts due) and that party gives prompt notice to the other parties and uses reasonable endeavours to remove, or mitigate the effects of, that Force Majeure Event as quickly as possible, those obligations will be suspended for as long as the Force Majeure Event continues.
- (b) If the Force Majeure Event continues for a period of 90 days or more, UQ may terminate this Agreement by giving 14 days' notice to each other party.

## 19 Notices

- (a) Any notice, demand, consent, approval, waiver, undertaking or acknowledgement contemplated by this Agreement must be given in writing, marked to the attention of the recipient's Project Representative and delivered by hand, post or email to the address for service in the Details (or as otherwise notified).
- (b) A notice:
  - (i) delivered by hand is taken to be received when delivered;
  - (ii) sent by post to an address is taken to be received by the third business day after posting (in Australia) and by the tenth business day (outside Australia);
  - (iii) sent by email is taken to be received when the sender receives an automated message confirming delivery, or four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed, whichever happens first; and
  - (iv) except that if a notice is taken to be received on a day that is not a Business Day, then the notice will be taken to be received on the following Business Day.

## 20 General

- (a) **(Amendment)** This Agreement may only be amended by another written agreement executed by the parties.
- (b) **(Assignment)** Except as expressly provided in this Agreement, a party must not assign or novate its rights or obligations under this Agreement, unless it has the prior written consent of all of the other parties.
- (c) **(Consent)** Except where this Agreement expressly states otherwise, a party may, in its discretion, give any consent or approval conditionally or unconditionally, or withhold any approval or consent under this Agreement.
- (d) **(Counterparts)** This Agreement will be validly executed if signed in any number of counterparts and the counterparts taken together will constitute one agreement.
- (e) **(Entire agreement)** This Agreement contains the entire agreement of the parties as to its subject matter. It sets out the only representations and warranties relied on by the parties when entering into this Agreement.
- (f) **(Further assurances)** Each party must take all steps, execute all documents and do everything reasonably required by any other party to give effect to any of the transactions contemplated by this Agreement.
- (g) **(Governing law)** This Agreement is governed by the law of Queensland. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts. If a party is a foreign entity, the United Nations Convention on Contracts for the International Sale of Goods does not apply for the purpose of this Agreement.
- (h) **(Relationship)** This Agreement does not create a relationship of employment, agency, or partnership between the parties. A party must not represent itself as having any authority to act on behalf of any other party or to bind any other party to any course of action.

- (i) **(Several obligations)** The obligations and liabilities of the parties under this Agreement are several and not joint or joint and several.
- (j) **(Waiver)** A right under this Agreement may only be waived by a party in writing.
- (k) **(Electronic signature)** Each party agrees that this Agreement may be executed by electronic signature and that this method of signature is conclusive of the parties' intention to be bound by this Agreement as if physical signing had occurred.

## 21 Definitions and Interpretation

### 21.1 Definitions

In this Agreement, capitalised terms have the meaning given to them in the Details and as follows:

**Agreement** means the Details, these Collaborative Research Conditions and any attachments.

**Approved Subcontractor** means a subcontractor of a party for which prior written consent is given by each other party, including any subcontractor named in the Details.

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Background IP** means, in relation to a party, the Intellectual Property Rights, including those specified in Attachment 2, in that party's Contributed Material, but does not include Project IP.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

**Cash Contribution** means the amount of the cash contribution by a party as Project Funds, as specified in the Details.

**Commercialise** means in relation to Intellectual Property Rights:

- (a) to manufacture, market, distribute, sell, license, assign or hire for commercial benefit or otherwise exploit a product or process or other subject matter in which the Intellectual Property Rights subsist;
- (b) to provide a service (which involves exercising the Intellectual Property Rights);
- (c) to license or authorise any person to do any of the above; or
- (d) assign the Intellectual Property Rights to any third party.

**Confidential Information** means any information that is by its nature confidential, is designated by a party as confidential or is received by a party on the understanding that it is confidential, irrespective of whether that information was disclosed before, on or after the date of this Agreement, but does not include information that is:

- (a) publicly known for reasons other than as a result of a party's breach of this Agreement;
- (b) independently known by the receiving party prior to disclosure; or
- (c) created or received by a party without access to any other party's Confidential Information.

**Consequential Loss** means:

- (a) indirect or consequential loss not arising as a natural consequence of a breach or other event giving rise to liability of a party;
- (b) any loss of profits, loss of revenue, loss of any contract value, loss of anticipated profit or damages for lost opportunity; or
- (c) loss of data, other than loss of data arising out of any obligation of a party under this Agreement to store or protect data of the other party.

**Contributed Material** means Material that is disclosed, provided or made available by or on behalf of a party to another party or someone on behalf of that other party (whether before, on or after the date of this Agreement) for the purpose of carrying out the Project, where that Material is in existence at the Start Date or created, developed or obtained by the party during the Term independently of the Project, including that specified in Attachment 2.

**Contribution** means a Cash Contribution or In-kind Contribution.

**Contributing party** means the party that provides or will provide a Contribution.

**Data** means numbers, characters, images, or other information recorded in a form that can be inputted into or generated by a computer or other electronic device with processing capability, stored or processed there, or printed or transmitted from it, whether in a human or machine readable form, dataset and databases.

**Data Breach** means any misuse, interference or loss, or any unauthorised access, modification or disclosure of Personal Information which is collected, generated, used or held in the course of the Project by any party.

**Dispute** means a dispute or difference arising out of or in connection with this Agreement.

**Encumbrance** means any encumbrance, licence, restriction of use, determination not to apply for or renew a registration of Intellectual Property Rights, whether under negotiation or a finalised arrangement.

**Equipment** includes any machine, device, equipment, computer hardware, commercial off the shelf (COTS) software or facilities.

**Force Majeure Event** means an unforeseeable event beyond the reasonable control of a party.

**Good Industry Practice** means the degree of skill, care, prudence, foresight and scientific, professional and ethical practice which would reasonably be expected from a skilled and experienced researcher, engaged in the same type of activities as the Project Activities under the same or similar circumstances.

**GST** means any tax imposed by or through the GST Legislation on a supply (without regard to any input tax credit).

**GST Legislation** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate recapture or recoup the tax imposed by any of such legislation.

**Handles** means collects, uses, discloses or holds.

**In-kind Contribution**, of a party, means Contributed Material, access to Personnel, premises or information technology systems, and any other In-kind Contribution specified in the Details.

**Insolvency Event** means when a party:

- (a) has a receiver, receiver and manager, trustee, administrator, other controller (as defined in the *Corporations Act 2001* (Cth)) or similar analogous official appointed over any of the assets or undertakings of the party;
- (b) is or becomes unable to pay its debts as and when they are due;
- (c) is presumed to be insolvent within the meaning of section 459C(2) of the *Corporations Act 2001* (Cth);
- (d) enters into or resolves to, or any steps are taken to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (e) ceases to carry on business or threatens to cease to carry on business;
- (f) has a resolution passed or any steps are taken to appoint, or to pass resolution to appoint, an administrator, receiver, receiver and manager, trustee in bankruptcy, liquidator, provisional liquidator, controller, or other like person to the whole or any part of its business or assets;
- (g) has an application or order made for the winding up or dissolution of the party or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the party, otherwise than for the purpose of an amalgamation or reconstruction that has the prior written consent of the other parties; or
- (h) does anything that has a substantially similar effect to the events set out in paragraphs (a) to (g).

**Intellectual Property Rights** or **IP** means:

- (a) statutory and other rights in respect of trade marks, patents, copyright, designs, circuit layouts, plant varieties, and all other rights with respect to intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967 whether or not such rights are registered or capable of being registered;
- (b) any application or right to apply for registration of, provisional applications for, claim of priority from, continuation of or division of any of the rights referred to in paragraph (a);
- (c) rights to use and protect the confidentiality of Confidential Information; and
- (d) rights or registrations in respect of business names, company names, social media accounts or domain names,

which may subsist in Australia or elsewhere, but does not include Moral Rights or rights of performers.

**Key Personnel** means the persons named in the Details or as replaced in accordance with this Agreement.

**Laws** includes laws, conditions of a licence, permit, direction or approval or the like issued under a law, or a code or standard.

**Liability** means liability of a party for breach of this Agreement, or in tort (including negligence) or for any other common law, equitable or statutory cause of action in connection with this Agreement.

**Loss** means costs (including reasonable legal costs), losses, damages and expenses (including those arising out of the terms of any settlement).

**Material** means any thing in any form, including:

- (a) property, including Samples, Equipment and prototypes;
- (b) information, including know-how, Data, methods, processes, techniques, algorithms, methodology, systems, code, software, findings and conclusions;
- (c) documents, including any reports, user manuals, user guides, operations manuals, specifications, training materials, instructions; and
- (d) the subject matter of Intellectual Property Rights.

**Moral Rights** means moral rights under the *Copyright Act 1968* (Cth), and any similar rights existing under foreign law.

**Permitted Purposes** means internal non-commercial purposes by a party within its own organisation (e.g. for record-keeping, reporting or auditing), or for research, education or teaching purposes, but excluding Commercialisation.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**Personnel** includes officers, directors, employees, agents, subcontractors (including Approved Subcontractors) and their respective Personnel in connection with this Agreement.

**Privacy Laws** means all privacy and data protection laws applicable to the collection, use, disclosure, storage or other dealing with Personal Information in connection with this Agreement.

**Project** means the program of research or other work described in the Details or the Proposal (if applicable).

**Project Activities** includes all the activities the parties will perform in connection with the Project during the Term as identified in the Proposal (if applicable) or the Details, including the supply of the Contributions.

**Project IP** means Intellectual Property Rights created or arising in the course of carrying out the Project, excluding Student IP.

**Project Material** means Material created or otherwise brought into existence or arising in the course of carrying out the Project, but excluding Contributed Material and any Thesis.

**Project Purposes** means for the purposes of the carrying out the Project, but excluding Commercialisation.

**Project Representative** means the person authorised to manage this Agreement on behalf of a party, as named in the Details or as notified by the party from time to time.

**Proposal** means the document at Attachment 1.

**Publication** means a communication of information on a non-confidential basis, whether in writing or orally, in any media or any form (whether now existing or invented in the future) in relation to the Project and uses or discloses Confidential Information or Background IP belonging to the other party, or (in the case of a Collaborator) uses or discloses Project IP or Project Material, but excludes any Thesis.

**Regulatory Approval** means with respect to the conduct of the Project, any regulatory approval required by Law or applicable codes or standards and any additional approval specified in the Details.

**Samples** means consumables or physical samples of a thing or substance, such as biological material (for example, tissue, stool, saliva, blood samples), unmodified derivatives or progeny of that material.

**Student** means any research student enrolled at a university performing work on the Project.

**Student IP** means copyright in any Thesis.

**Term** means the period determined by clause 1.

**Thesis** means any work, or subject matter other than a work, submitted by a Student for examination for the award of a research degree.

**Volunteer** means any person who is involved in the Project on an unpaid basis and who is not a Student.

## 21.2 Interpretation

The following rules apply unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) where there is only one Collaborator, references to multiple Collaborators are to be read as a reference to one Collaborator;
- (c) a reference to dollars or \$ is to an amount in Australian currency;
- (d) a reference to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (e) the meaning of general words is not limited by specific examples introduced by 'including', 'for example', or similar expressions;
- (f) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (g) no provision of this Agreement will be construed adversely to a party on the ground that such party was responsible for the preparation of this Agreement or that provision; and
- (h) if there is any inconsistency between provisions of this Agreement then the order of precedence will be in the following descending order:
  - (i) the Special Conditions;
  - (ii) the clauses of these Collaborative Research Conditions;
  - (iii) the Details (other than the Special Conditions);
  - (iv) any attachments; and
  - (v) documents incorporated by reference in this Agreement.

**Attachment 1 – Head Agreement**

# **KONEKSI PARTNERSHIP AGREEMENT**

## **(AKTA PERJANJIAN KEMITRAAN KONEKSI)**

KONEKSI Ref. No.: 1447/CRG/2025/62-UQ

### **PARTIES / PARA PIHAK:**

Cowater International Inc.  
109 Murray Street, Second Floor,  
Suite 4, Ottawa ON K1N 5M5, Canada  
Tel: 613-722-6434; Fax: 613-722-5893

### **AND / DAN**

The University of Queensland  
ABN 63 942 912 684  
St Lucia QLD 4072, Australia

Agreement Period / *Jangka Waktu Kerjasama* : 10 April 2025 to 9 April 2027 / 10 April 2025 sampai 9 April 2027

## CONTENTS / DAFTAR ISI

<b>KONEKSI PARTNERSHIP AGREEMENT / AKTA PERJANJIAN KEMITRAAN KONEKSI</b>	<b>3</b>
RECITALS	3
<b>AGREEMENT CONDITIONS / KONDISI PERJANJIAN</b>	<b>5</b>
1. PARTNERSHIP PRINCIPLES / PRINSIP-PRINSIP KEMITRAAN	5
2. DEFINITION / DEFINISI:	5
3. PROJECT FUND INCLUDES / DANA PROYEK MELIPUTI:	8
4. PROGRAM / PROGRAM	10
<b>GENERAL CONDITIONS OF AGREEMENT / SYARAT UMUM PERJANJIAN</b>	<b>11</b>
GCA 1. Term of Agreement	11
GCA 2. General Conditions	11
GCA 3. Project Fund Payments	12
GCA 4. Grants to Third Parties / member of Partnership	13
GCA 5. Accounts and Records	13
GCA 6. Procurement	15
GCA 7. Reports	16
GCA 8. Financial Audit Report	16
GCA 9. Monitoring, Evaluation and Performance	16
GCA 10. Policies and Guidelines	17
GCA 11. Fraud	18
GCA 12. Anti-corruption	20
GCA 13. Conflict of Interest	20
GCA 14. Indemnity	21
GCA 15. Intellectual Property	21
GCA 16. DFAT Use of Agreement Information	22
GCA 17. Termination	23
GCA 18. Grievance Procedures and Complaints Handling	24
GCA 19. General matters	25
GCA 20. Counter Terrorism	25
GCA 21. Branding, Publications and Communication	26
GCA 22. Dispute Resolution	28
Annex 1. The summary of the terms and conditions of DFAT – Cowater Head Contract	31
<b>LIST OF SCHEDULES / DAFTAR LAMPIRAN</b>	<b>44</b>
Schedule 1. Task Note / Paket Kegiatan	44
Schedule 2. Partnership Financial Guideline	44
Schedule 3. Cowater Supply Chain Management Code of Conduct	44

## KONEKSI PARTNERSHIP AGREEMENT / AKTA PERJANJIAN KEMITRAAN KONEKSI

### Between / Antara

**Cowater International Inc.**  
109 Murray Street, Second Floor,  
Suite 4, Ottawa ON K1N 5M5, Canada  
Tel: 613-722-6434; Fax: 613-722-5893

Hereinafter referred to as / selanjutnya disebut "Cowater"

### AND / DAN

**The University of Queensland**  
ABN 63 942 912 684  
St Lucia QLD 4072, Australia

Hereinafter referred to as "Partner" / selanjutnya disebut "Mitra"

This KONEKSI Partnership Agreement (hereinafter, together with the General Conditions of Agreements and Annexes attached hereto and forming an integral part hereof, called The "Agreement") is made on the signing date between Cowater on one part and the Partner on the other part.

*Perjanjian Kemitraan KONEKSI ini (selanjutnya, bersama dengan Syarat Umum Perjanjian dan lampiran-lampiran yang menyertainya menjadi bagian yang tidak terpisahkan darinya, selanjutnya disebut "Perjanjian"), dibuat dan ditandatangani oleh Cowater di satu pihak dan Mitra di pihak lainnya.*

### RECITALS:

1. Cowater has undertaken a Program for the Department of Foreign Affairs and Trade ("DFAT") to perform certain managing contractor services for the benefit of the Australia Indonesia Knowledge Partnerships Platform also referred as KONEKSI (the "Program") in Indonesia, and
2. As part of the Program, Cowater will provide the Partner a fixed amount funding of **AUD 245,874 (Two hundred forty-five thousand eight hundred seventy-four Australian dollars)** to undertake the Project throughout the agreed Task Note as an integral part of this Agreement and subject to DFAT approval. Any variances on the total fixed amount upon completion of the Agreement will become Partner's responsibility.

### SEBELUMNYA PARA PIHAK MENYATAKAN SEBAGAI BERIKUT:

1. Cowater menjalankan Program untuk Departemen Luar Negeri dan Perdagangan ("DFAT") untuk melakukan layanan kontraktor pengelolaan manajemen tertentu untuk kepentingan Australia Indonesia Knowledge Partnerships Platform atau KONEKSI (the "Program") di Indonesia, dan
2. Sebagai bagian dari Program, Cowater akan memberikan pendanaan jumlah tetap sebesar **AUD 245,874 (Dua ratus empat puluh lima ribu delapan ratus tujuh puluh empat dolar Australia)** kepada Mitra untuk melaksanakan Proyek melalui Paket Kegiatan yang disepakati sebagai bagian yang tidak terpisahkan dari Perjanjian ini dan tunduk kepada persetujuan DFAT. Segala jenis perubahan atas total jumlah tetap setelah selesainya Perjanjian akan menjadi tanggung jawab Mitra.

3. Cowater will provide technical oversight for the Project and financial management oversight of the Project funds in each Task Notes.
4. The Partner accepts the Project funding subject to the terms and conditions in this Agreement.

3. Cowater memberikan pengawasan teknis terhadap Proyek dan pengawasan pengelolaan keuangan dana Proyek di masing-masing Paket Kegiatan.
4. Mitra menerima dana Proyek dan menyanggupi syarat dan ketentuan dalam Perjanjian ini.

**OPERATIVE**


Cowater and the Partner agree to carry out and complete their respective obligations in accordance with this Agreement, including the Agreement conditions, schedules, any annexes contained herein, and indicated in the agreed Task Notes

**PELAKSANAAN:**

Cowater dan Mitra setuju untuk melaksanakan dan menyelesaikan kewajiban mereka masing-masing sesuai dengan Perjanjian ini termasuk syarat Perjanjian, jadwal, lampiran yang terdapat dalam Perjanjian ini, dan yang tercantum pada Paket Kegiatan yang disepakati.

**EXECUTED AS AGREEMENT** by Cowater, by its authorised officer, and by the Partner, by its authorised officer.

**DILAKSANAKAN SEBAGAI PERJANJIAN** oleh Cowater, melalui pejabat resminya dan oleh Mitra, melalui pejabat resminya.

SIGNED for and on behalf of / Untuk dan Atas Nama	
<b>COWATER INTERNATIONAL Inc.</b>	In the presence of witness / Disaksikan oleh:
	
<b>Jana C. Hertz</b> KONEKSI Team Leader	<b>Umi Sugiharti</b> KONEKSI Head of Operations and Grants Management
Date: 26 March 2025	Date: 26 March 2025
<b>PARTNER</b>	In the presence of witness / Disaksikan oleh:
	
<del>Dr Jodi Clyde Smith</del> Rachel Axon <del>Executive Director, Research Office</del> Associate Director (RCMU), Research Office	Sebastian Nguon Operations and Administrative Officer, Research Office
Date: 22nd April 2025	Date: 22nd April 2025
By executing this Agreement, the signatory warrants that he/she is duly authorised to execute this Agreement on behalf of the Partner.	Dengan menandatangani Perjanjian ini penandatanganan menjamin bahwa ia berwenang untuk menandatangani Perjanjian ini atas nama Mitra.

## AGREEMENT CONDITIONS / KONDISI PERJANJIAN

<b>PARTNERSHIP PRINCIPLES / PRINSIP-PRINSIP KEMITRAAN</b>	
<p>The Parties agree to the following Partnership principles:</p>	<p><i>Para Pihak setuju dengan prinsip-prinsip Kemitraan berikut ini:</i></p>
<p><b>Mutual interest and application:</b> KONEKSI funds activities that are of mutual interest to both countries and respond to Australia-Indonesia development cooperation partnership priorities.</p> <p><b>Transparency and accountability:</b> KONEKSI attract and selects partnerships that have the requisite capacity and potential to contribute to desired program outcomes. KONEKSI ensures availability of relevant, credible, timely information as the basis for decisions regarding KONEKSI strategy and implementation.</p> <p><b>GEDSI responsive:</b> KONEKSI supports activities that explicitly identify and propose knowledge-based solutions to critical issues experienced by different genders, people with a disability and others who may traditionally experience discrimination or exclusion. KONEKSI supports partnerships that include diverse leadership and participants.</p> <p><b>Problem and solution-driven:</b> KONEKSI supports partnerships that address complex development problems and find suitable K2P and K2I solutions for policies and technologies based on the research undertaken. KONEKSI supports the resolution of targeted issues and problems within the Indonesian knowledge and innovation sector.</p> <p><b>Collaborative and fit-for-purpose:</b> KONEKSI supports partnerships that build, strengthen, and maintain genuine and equitable collaboration between Australian and Indonesian organisations, that work with knowledge users and beneficiaries early on to help identify and refine the knowledge so that it is usable, and that demonstrates suitable expertise and experience to undertake the suggested research.</p>	<p><b><i>Kepentingan dan penerapan bersama:</i></b> KONEKSI mendanai kegiatan yang menjadi kepentingan bersama bagi kedua negara dan menanggapi prioritas kemitraan kerja sama pembangunan Australia-Indonesia.</p> <p><b><i>Transparansi dan akuntabilitas:</i></b> KONEKSI menarik dan memilih kemitraan yang memiliki kapasitas dan potensi yang diperlukan untuk berkontribusi pada hasil program yang diinginkan. KONEKSI memastikan tersedianya informasi yang relevan, kredibel, dan tepat waktu sebagai dasar pengambilan keputusan terkait strategi dan implementasi KONEKSI.</p> <p><b><i>Responsif GEDSI:</i></b> KONEKSI mendukung kegiatan yang secara eksplisit mengidentifikasi dan mengusulkan solusi berbasis pengetahuan untuk masalah kritis yang dialami oleh gender yang berbeda, penyandang disabilitas, dan lainnya yang secara tradisional mungkin mengalami diskriminasi atau pengucilan. KONEKSI mendukung kemitraan yang mencakup kepemimpinan dan peserta yang beragam.</p> <p><b><i>Berbasis masalah dan solusi:</i></b> KONEKSI mendukung kemitraan yang mengatasi masalah pembangunan yang kompleks dan menemukan solusi K2P dan K2I yang sesuai untuk kebijakan dan teknologi berdasarkan penelitian yang dilakukan. KONEKSI mendukung penyelesaian isu dan masalah yang ditargetkan dalam sektor pengetahuan dan inovasi Indonesia.</p> <p><b><i>Kolaboratif dan sesuai untuk tujuan:</i></b> KONEKSI mendukung kemitraan yang membangun, memperkuat, dan memelihara kolaborasi yang tulus dan adil antara organisasi Australia dan Indonesia, yang bekerja dengan pengguna dan penerima manfaat pengetahuan sejak dini untuk membantu mengidentifikasi dan menyempurnakan pengetahuan sehingga dapat digunakan, dan yang menunjukkan keahlian dan pengalaman yang sesuai untuk melakukan penelitian yang disarankan.</p>
<b>DEFINITION / DEFINISI:</b>	
<p>In this Agreement, unless the context otherwise requires:</p>	<p><i>Dalam Perjanjian ini, kecuali jika konteks mengharuskan lain:</i></p>

**Task Note**, the activity agreed by the Partner and Cowater as a project implementing this agreement. The Task Note must include a detailed Task Note Budget that links proposed activity, workplan and the result to a delivery.

**Task Note Budget** means the approved budget subject to DFAT funding approval to implement the project in accordance service that provide.

**Project Asset** is defined as any item that has a usage life of more than one year and a value equal to or more than AUD 2,000 (equivalent IDR 20,000,000).

**AUD** means Australian Dollar  
**IDR** means Indonesian Rupiah

**Restricted Funds.** Restricted funds refer to funds that are not yet spent but are committed to be spent under a contract, purchase order or other legal mechanism for procurement/ purchase. Restricted funds do not include verbal agreements. Such commitments need to be made/ agreed within the partnership Task Note period.

**Unrestricted Funds.** Uncommitted funds are funds available in the Task Note but not yet spent or committed to any activity.

**DFAT** means the Department of Foreign Affairs and Trade of the Commonwealth of Australia.

**Government Agency** means any governmental, semi-governmental, administrative, fiscal, or judicial body, department, commission, authority, tribunal, agency, or entity.

**Business Day** means a day that is not a Saturday, Sunday, or national public holiday in the Partner Country.

**"Grant" or "Project"** means the funding and conditions of this Agreement Conditions that have been approved by Cowater and DFAT.

**GST** means any tax imposed by or through the GST Legislation on a supply (without regard to any input tax credit).

**GST Legislation** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any

**Paket Kegiatan**, kegiatan yang disepakati oleh Mitra dan Cowater sebagai proyek yang dijalankan pada perjanjian ini. Paket Kegiatan tersebut harus mencakup anggaran Paket Kegiatan terperinci yang menghubungkan tujuan dari kegiatan, rencana kerja dan hasil dari program yang dilakukan.

**Anggaran Kegiatan** berarti anggaran yang disetujui tunduk kepada persetujuan DFAT untuk melaksanakan proyek sesuai dengan layanan yang disediakan.

**Aset Proyek** didefinisikan sebagai suatu barang yang mempunyai umur pakai lebih dari satu tahun dan bernilai sama dengan atau lebih dari AUD 2,000 (setara IDR 20,000,000).

**AUD** artinya Dollar Australia  
**IDR** artinya Rupiah Indonesia

**Dana terikat.** Dana terikat mengacu kepada dana yang belum dipakai akan tetapi disetujui untuk digunakan dibawah kontrak, pemesanan pembelian atau mekanisme hukum lainnya untuk pengadaan/pembelian. Dana terikat tidak mencakup perjanjian verbal. Persetujuan tersebut perlu dibuat / disepakati dalam masa Kerjasama Paket Kegiatan.

**Dana tidak terikat.** Dana tidak terikat adalah dana yang tersedia dalam Paket Kegiatan akan tetapi belum terpakai atau terikat pada kegiatan tertentu.

**DFAT** berarti Departemen Luar Negeri dan Perdagangan Persemakmuran Australia.

**Dinas Pemerintah** berarti Kementerian, Lembaga, Departemen, komisi, otoritas, peradilan, dinas atau, semi-pemerintah, administratif, fiskal atau pengadilan.

**Hari Kerja** berarti hari yang bukan hari Sabtu, Minggu, atau hari libur nasional di Negara Mitra.

**"Hibah" atau "Proyek"** berarti pendanaan dan syarat-syarat sebagaimana yang dinyatakan dalam Kondisi Perjanjian ini, yang sudah disetujui oleh Cowater dan DFAT.

**GST (Pajak Pertambahan Nilai)** berarti pajak yang dikenakan oleh atau melalui Undang-undang GST pada penyerahan barang dan jasa (tanpa memperhatikan kredit pajak masukan apapun).

**Peraturan GST** berarti Undang-Undang Sistem Pajak Baru (Pajak Barang dan Jasa) 1999 (Cth) dan setiap

related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate recapture or recoup the tax imposed by any of such legislation.

**Law** includes any law or legal requirement, including at common law, in equity, under statute, regulation or by-law, any condition of any Authorisation and any decision, directive, guidance, guideline or requirements of a Government Agency.

**Terms** means the Partnership Agreement period defined in Program in Item 1.2.

**Activity** means activities carried out as agreed within Task Notes.

**Intellectual Property Rights** means all copyright and all rights (registered and unregistered rights, as well as any future applications or extensions of such rights) in relation to inventions (including patent rights), trademarks, designs and confidential information, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world during the agreement period.

**Partnership** means the approach and philosophy that will guide the management of the activity. It is not intended to imply or create between the Parties a “partnership” arrangement under any laws relating to partnership in Indonesia or Australia.

**Loss** means any loss, damage, liability, cost, or expense including legal expenses on a solicitor and own client basis.

**Head Contract** means the head contract between Cowater and DFAT in respect to the Program. The summary of the terms and conditions are included as Annex 1 in this Agreement.

**Agreement Material** means all material created or required to be developed or created as part of, or for the purposes of, performing the Project, including documents, equipment, information, and data stored by any means.

**Background Material** means all Intellectual Property Rights already owned by the Partner

*Undang-Undang* pengenaan pajak terkait (baik yang mengenakan pajak sebagai bea cukai, cukai, atau lainnya) dan mencakup setiap peraturan yang diberlakukan untuk memvalidasi, mendapatkan kembali, atau memulihkan pajak yang dikenakan oleh salah satu peraturan tersebut.

**Hukum** mencakup hukum atau persyaratan hukum, termasuk pada hukum umum, menurut keadilan, berdasarkan perundang-undangan, peraturan, tiap syarat dari Otorisasi dan tiap keputusan, surat keputusan, pedoman, panduan atau persyaratan dari suatu Lembaga Pemerintah.

**Jangka Waktu** berarti periode kerjasama kemitraan yang didefinisikan dalam Program Item 1.2.

**Kegiatan** berarti kegiatan yang dilaksanakan dalam Paket Kegiatan yang disepakati

**Hak Kekayaan Intelektual** berarti semua hak cipta dan semua hak (baik hak terdaftar maupun tidak terdaftar, serta setiap aplikasi atau perpanjangan hak tersebut di masa mendatang) sehubungan dengan penemuan (termasuk hak paten), merek dagang, desain dan informasi rahasia, dan hak lainnya yang dihasilkan dari aktivitas intelektual di bidang industri, ilmu pengetahuan, sastra dan kesenian yang diakui dalam hukum nasional di manapun di dunia selama masa perjanjian.

**Kemitraan** berarti pendekatan dan filosofi yang akan membimbing manajemen kegiatan. Ini tidak dimaksudkan untuk menyiratkan atau menciptakan di antara Para Pihak suatu pengaturan “kemitraan” berdasarkan undang-undang yang berkaitan dengan kemitraan di Indonesia atau Australia.

**Kerugian** berarti tiap kerugian, kerusakan, kewajiban, biaya atau pengeluaran termasuk biaya hukum pada pengacara dan menurut klien sendiri.

**Kontrak Utama** berarti Kontrak Utama antara Cowater dan DFAT terkait dengan Program. Ringkasan atas ketentuan dan kondisinya disertakan sebagai Lampiran 1 dari Perjanjian ini.

**Materi Perjanjian** berarti semua materi yang diciptakan atau diharuskan untuk dikembangkan atau diciptakan sebagai bagian dari, atau untuk tujuan, melaksanakan Proyek, termasuk dokumen-dokumen, peralatan, informasi dan data yang disimpan dengan cara apapun.

**Materi Latar Belakang** berarti semua Hak Kekayaan Intelektual yang sudah dimiliki oleh Mitra yang

<p>that is incorporated in, or used in association with the Agreement Material.</p> <p><b>The Partner</b> means the organisations identified by DFAT and Cowater for providing service to support the delivery of the KONEKSI Program.</p> <p><b>The Country of Assignment</b> means Indonesia.</p> <p><b>Agreement</b> means this Agreement and includes any schedules and annexes.</p> <p><b>Acquittal Statement</b> means a statement acquitting the Project funds received against the Task Note Work Plan and Task Note Budget.</p> <p><b>Commonwealth</b> means the Commonwealth of Australia.</p> <p><b>Personnel</b> means the personnel of the Partner who are engaged in the performance of the Project, including the Partner's employees, subcontractors, agents, and volunteers.</p> <p><b>Party</b> means Cowater or the Partner.</p> <p><b>Program</b> means the partnership program referred to Program in Item 1.1.</p>	<p><i>tergabung dalam, atau digunakan terkait dengan Materi Perjanjian.</i></p> <p><b>Mitra</b> berarti organisasi-organisasi yang ditetapkan oleh DFAT dan Cowater untuk memberikan layanan dalam mendukung penyampaian Program KONEKSI.</p> <p><b>Negara Penugasan</b> berarti negara Indonesia.</p> <p><b>Perjanjian</b> berarti Perjanjian ini dan termasuk Bagian-bagian dan lampiran-lampirannya.</p> <p><b>Pernyataan Pelunasan</b> berarti satu pernyataan yang membebaskan dana Proyek terhadap Rencana Kerja dan Anggaran dalam Paket Kegiatan,</p> <p><b>Persemakmuran</b> berarti Persemakmuran Australia.</p> <p><b>Personel</b> berarti personel dari Mitra yang terlibat dalam pelaksanaan Proyek, termasuk karyawan, subkontraktor, agen dan relawan Mitra.</p> <p><b>Pihak</b> berarti Cowater atau Mitra.</p> <p><b>Program</b> berarti program kemitraan yang dimaksud dalam Program Item 1.1.</p>
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**PROJECT FUND INCLUDES / DANA PROYEK MELIPUTI:**

<p><b>a) Direct Personnel Cost</b> means financial support for personnel who directly manage project activities based on the quality of assistance, time allocation and workload. The rates of personnel fees refer to the standard costs that have been discussed and agreed upon (Schedule 1).</p> <p><b>b) Direct Research Activity Costs</b> means financial support that covers the implementation direct cost of the project research activity including financial support for goods or equipment that supports the activities carried out for the best quality of service, in accordance with the KONEKSI Partnership Financial Guideline (Schedule 2), submitted by the Partner, and as approved by Cowater and DFAT. These costs could be recurring or non—recurring based on the type of the activity identified in the Task Note (Schedule 1).</p> <p><b>c) Monitoring, Evaluation and Audit Cost</b> means cost component which allocated throughout the entire project duration</p>	<p><b>a) Biaya Personel</b> berarti dukungan pembiayaan untuk personel yang mengelola langsung kegiatan proyek dan penganggarnya didasarkan atas kualitas dampingan, alokasi waktu dan beban kerja. Besaran biaya personel merujuk pada standar biaya yang telah didiskusikan dan disepakati (Lampiran 1).</p> <p><b>b) Biaya Kegiatan Penelitian</b> berarti dukungan pembiayaan yang mencakup biaya pelaksanaan kegiatan proyek penelitian termasuk pembiayaan atas barang atau peralatan yang mendukung kegiatan yang dilakukan untuk kualitas layanan yang terbaik sesuai dengan Pedoman Pendanaan Kemitraan KONEKSI (Lampiran 2), yang disampaikan oleh Mitra dan disetujui oleh Cowater dan DFAT. Biaya ini dapat biaya berulang atau sekali berdasarkan jenis aktivitas yang diidentifikasi dalam Catatan Tugas (Lampiran 1).</p> <p><b>c) Biaya Monitoring, Evaluasi dan Audit</b> berarti komponen biaya yang dialokasikan selama durasi proyek termasuk pemantauan dan evaluasi</p>
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<p>including activity monitoring and evaluation (MEL) and Financial Audit for accountability.</p> <p><b>d) Direct Travel Cost means cost</b> allocated for international and /or domestic travel for attending meetings, conferences, workshops related to research activity, collection of data, survey and field work. The costs include airfare, visa, accommodation, local transports - including sea and land, per diem.</p> <p><b>e) Indirect Cost means Contributions</b> to routine office operational costs including: director/organisation head salary, support staff salary, monitoring travel costs (director), electricity costs, water costs, daily office expenses , internal local transportation costs, office email/internet fees, office stationery costs, office rental fees, staff insurance costs, office equipment/inventory insurance costs, office building insurance costs, equipment/inventory and office building maintenance costs, taxes, meeting fees internal costs, depreciation costs, annual audit fees and external auditors, staff development costs, staff recruitment costs, margin and profit and sub-contractor costs. The percentage of management fees refers to the standard costs in the Task Note that have been discussed and agreed upon (Schedule 1).</p>	<p><i>kegiatan (MEL) dan Audit Keuangan untuk akuntabilitas.</i></p> <p><b>d) Biaya Perjalanan Langsung</b> adalah biaya yang dialokasikan untuk perjalanan internasional dan/atau domestik untuk menghadiri pertemuan, konferensi, lokakarya yang berkaitan dengan kegiatan penelitian, pengumpulan data, survei dan kerja lapangan. Biaya termasuk tiket pesawat, visa, akomodasi, transportasi lokal - termasuk laut dan darat, uang harian.</p> <p><b>e) Biaya Tidak Langsung</b> berarti kontribusi terhadap biaya-biaya operasional rutin kantor antara lain : gaji Direktur/Pimpinan Organisasi, gaji staf pendukung biaya perjalanan pemantauan (Direktur), biaya listrik, biaya air PDAM, biaya kebutuhan harian kantor, biaya transportasi lokal internal, biaya email/internet kantor, biaya alat tulis kantor, biaya sewa kantor, biaya asuransi staf, biaya asuransi peralatan/inventaris kantor, biaya asuransi bangunan kantor, biaya pemeliharaan peralatan/inventaris dan gedung kantor, pajak, biaya rapat internal, biaya penyusutan, biaya audit tahunan dan auditor eksternal, biaya pengembangan staf, biaya perekrutan staf, margin dan profit dan biaya sub-kontraktor. Besaran biaya manajemen merujuk pada standar biaya yang tercantum dalam Paket Kegiatan telah didiskusikan dan disepakati (Lampiran 1).</p>
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<b>PROGRAM / PROGRAM</b>	
1.1. Program: <b>Mitigating Marine Debris to Enhance Fisheries Productivity in the Java's Northern Coasts</b>	1.1. Program: <b>Mitigating Marine Debris to Enhance Fisheries Productivity in the Java's Northern Coasts</b>
1.2. Partnership Agreement Period: <b>10 April 2025 to 9 April 2027</b>	1.2. Jangka Waktu Perjanjian: <b>10 April 2025 sampai 9 April 2027</b>
1.3. Country of Assignment <b>Indonesia</b>	1.3. Nama Negara Penugasan: <b>Indonesia</b>
1.4. Agreement Reference Number: <b>KONEKSI/1447/CRG/2025/62-UQ</b>	1.4. Nomor Referensi Perjanjian: <b>KONEKSI1447/CRG/2025/62-UQ</b>
1.5. Contact Details:  <b>COWATER:</b>  <b>Name (1): Anne Rouve-Khiev</b> Title: Program Director/GEDSI Specialist Address: Cowater International Inc. 109 Murray Street, Second Floor, Suite 4, Ottawa ON K1N 5M5, Canada Email: <a href="mailto:anne.rouve-khiev@cowater.com">anne.rouve-khiev@cowater.com</a> ( <a href="mailto:jennifer.maclaurin@cowater.com">jennifer.maclaurin@cowater.com</a> for invoicing)  <b>Name (2): Jana C. Hertz</b> Title: Team Leader, KONEKSI Address: KONEKSI Office, Jl. Pandeglang No. 44, Menteng, Jakarta Pusat Indonesia Email: <a href="mailto:general@koneksi-kpp.id">general@koneksi-kpp.id</a>	Data Kontak:  <b>COWATER:</b>  <b>Nama (1): Anne Rouve-Khiev</b> Jabatan: Direktur Program/GEDSI Specialist Alamat: Cowater International Inc. 109 Murray Street, Second Floor, Suite 4, Ottawa ON K1N 5M5, Canada Email: <a href="mailto:anne.rouve-khiev@cowater.com">anne.rouve-khiev@cowater.com</a> ( <a href="mailto:jennifer.maclaurin@cowater.com">jennifer.maclaurin@cowater.com</a> for invoicing)  <b>Nama (2): Jana C. Hertz</b> Jabatan: Team Leader, KONEKSI Alamat: KONEKSI Office, Jl. Pandeglang No. 44, Menteng, Jakarta Pusat Indonesia Email: <a href="mailto:general@koneksi-kpp.id">general@koneksi-kpp.id</a>
<b>PARTNER:</b>  <b>Name (1): Dr Jodi Clyde-Smith</b> (for legal notifications) Title: Executive Director, Research Office Address: Cumbrae Stewart Building 72, St Lucia, QLD 4172, Australia Tel. +61 7 3446 9988 Email: <a href="mailto:director.management@research.uq.edu.au">director.management@research.uq.edu.au</a> <a href="mailto:associatedirector.rcmu@research.uq.edu.au">associatedirector.rcmu@research.uq.edu.au</a>  <b>Name (2): Professor Neil McIntyre</b> (for general project notifications) Title: Project Lead Address: Sustainable Minerals Institute, Level 5, Sir James Foots Building (47A) St Lucia QLD 4172 Tel. +61 419 339 700 Email: <a href="mailto:n.mcintyre@uq.edu.au">n.mcintyre@uq.edu.au</a>	<b>MITRA:</b>  <b>Nama (1): Dr Jodi Clyde-Smith</b> (untuk pemberitahuan terkait legal) Jabatan: Executive Director, Research Office Alamat: Cumbrae Stewart Building 72, St Lucia, QLD 4172, Australia Tel. +61 7 3446 9988 Email: <a href="mailto:director.management@research.uq.edu.au">director.management@research.uq.edu.au</a> <a href="mailto:associatedirector.rcmu@research.uq.edu.au">associatedirector.rcmu@research.uq.edu.au</a>  <b>Nama (2): Professor Neil McIntyre</b> (untuk pemberitahuan terkait proyek) Jabatan: Project Lead Alamat: Sustainable Minerals Institute, Level 5, Sir James Foots Building (47A) St Lucia QLD 4172 Tel. +61 419 339 700 Email: <a href="mailto:n.mcintyre@uq.edu.au">n.mcintyre@uq.edu.au</a>

## GENERAL CONDITIONS OF AGREEMENT / SYARAT UMUM PERJANJIAN

### GCA 1. Term of Agreement

- 1.1 The Term of this Agreement commences upon execution by all Parties, being the date indicated at the front of this Agreement and continues until the end date as per Program in item 1.2 unless the Agreement is earlier terminated in accordance with this Agreement.
- 1.2 The Partner agrees that the use of Grant funds is based on the Task Note using standard unit costs that have been agreed by both parties as an integral part of this Agreement. The Partner acknowledges and accepts that the continuation of funding is subject to Cowater's and DFAT's approval.
- 1.3 Amendments to this Agreement (including to the schedules and annexes) will only be affected if agreed in writing by the Parties.

### GCA 2. General Conditions

- 2.1 The Partner must carry out the Project in accordance with the agreed Task Note in accordance with the terms and conditions of this Agreement ("Agreement Conditions").
- 2.2 The Partner must notify Cowater immediately and at the latest 10 (ten) working days of any difficulties or delays in implementation of the Task Notes timeline and this Agreement.
- 2.3 The Partner acknowledges DFAT Project funding assistance provided under this Agreement and where appropriate will advise Cowater of matters relating to any publicity and media relations, prior to any publication or media release.
- 2.4 The Partner and its Personnel participating in this agreement and Task Notes must not represent themselves as being employees, Partners or agents of Cowater or DFAT.
- 2.5 The Partner shall take out and maintain Workers Compensation insurance or Employer's Liability insurance and any

### GCA 1. Jangka Waktu Perjanjian

- 1.1 *Jangka Waktu Perjanjian ini dimulai sejak ditandatangani oleh semua pihak, yaitu tanggal yang tercantum pada awal Perjanjian ini dan akan terus berlaku sampai dengan tanggal berakhir pada Program item 1.2 kecuali Perjanjian ini diakhiri lebih awal sebagaimana diatur dalam Perjanjian ini.*
- 1.2 *Mitra setuju bahwa penggunaan dana Hibah berdasarkan Paket Kegiatan dengan menggunakan biaya standar kegiatan yang telah disepakati kedua belah pihak sebagai bagian yang tidak terpisahkan dari Perjanjian ini. Mitra mengakui dan menerima bahwa kelanjutan dari pendanaan tunduk kepada persetujuan Cowater dan DFAT.*
- 1.3 *Perubahan terhadap Perjanjian ini (termasuk lampiran-lampirannya) hanya dapat dilakukan jika disetujui secara tertulis oleh Para Pihak.*

### GCA 2. Ketentuan Umum

- 2.1 *Mitra harus melaksanakan Proyek sesuai dengan Paket Kegiatan yang telah disepakati dan sesuai dengan syarat dan ketentuan dalam Perjanjian ini ("Ketentuan-ketentuan Perjanjian").*
- 2.2 *Mitra wajib segera memberitahu Cowater dan paling lambat 10 (sepuluh) hari kerja perihal segala kesulitan atau penundaan yang terjadi dalam lini masa pelaksanaan Paket Kegiatan dan Perjanjian ini.*
- 2.3 *Mitra mengakui Dana Proyek yang diberikan oleh DFAT berdasarkan Perjanjian ini dan jika perlu akan memberikan informasi kepada Cowater tentang hal-hal yang berhubungan dengan setiap publikasi dan hubungan dengan media sebelum menerbitkan publikasi atau siaran media apapun.*
- 2.4 *Mitra dan para Personel yang ikut serta dalam Perjanjian dan Paket Kegiatan tidak akan menyatakan diri mereka sebagai karyawan, Mitra atau agen dari Cowater atau DFAT.*
- 2.5 *Mitra harus mengambil dan mempertahankan asuransi Kompensasi Pekerja atau asuransi Tanggung Jawab Pengusaha dan asuransi*

 Cowater

other insurances as may be required by the applicable law for the duration of the Agreement.

*lainnya yang mungkin diperlukan oleh hukum yang berlaku selama jangka waktu Perjanjian ini.*

2.6 The Partner agrees to authorise Cowater and/or DFAT to publish details about the organisation and the nature of services provided, with respect to this Agreement.

2.6 *Mitra setuju memberi kuasa kepada Cowater dan/atau DFAT untuk mempublikasikan secara terperinci tentang organisasi dan layanan yang diberikan sesuai dengan Perjanjian ini.*

2.7 The Partner agrees to assume all Cowater's obligations (including all obligations under Australian Law and Development Policies) and gives all the warranties that Cowater gives within its contract with DFAT, in so far as these obligations and warranties are limited to those presented in ANNEX 1 and to the extent they are relevant to the services provided within this Agreement.

2.7 *Mitra setuju untuk menganggap semua kewajiban Cowater (termasuk semua kewajiban berdasarkan hukum dan kebijaksanaan pembangunan Australia) dan memberikan semua jaminan yang Cowater berikan dalam kontrak ini dengan DFAT, sejauh kewajiban dan jaminan ini terbatas sesuai dengan yang tercantum dalam LAMPIRAN 1 dan sejauh relevan dengan layanan yang diberikan dalam Perjanjian ini.*

2.8 Under reasonable circumstance, the Partner agrees to give DFAT the right of substitution to novate this Agreement including the ongoing Task Note to another contractor in event this is requested by DFAT.

2.8 *Dalam keadaan yang masuk akal, Mitra setuju untuk memberikan DFAT hak substitusi untuk menyerahkan Perjanjian ini termasuk Paket Kegiatan yang sedang berjalan kepada kontraktor lain jika diminta oleh DFAT.*

### GCA 3. Project Fund Payments

### GCA 3. Dana Proyek dan Pembayaran

3.1 Cowater will pay the Partner based on the requirement and payment mechanism indicated in the agreed Task Note. The Partners must submit a request for payment to Cowater.

3.1 *Cowater akan membayar kepada Mitra berdasarkan persyaratan dan mekanisme pembayaran sesuai dengan yang tercantum di Paket Kegiatan yang disepakati. Mitra harus mengajukan permintaan pembayaran kepada Cowater.*

3.2 Cowater will pay within fourteen (14) days since the payment request from the Partner is declared to have met the requirements.

3.2 *Cowater akan melakukan pembayaran dalam empat belas (14) hari sejak permintaan pembayaran dari Mitra dinyatakan telah memenuhi persyaratan.*

3.3 Cowater may withhold tranche payments where it reasonably considers that the Partner is making insufficient progress with the funded activity or is not complying with all reporting and acquittal requirements under this Agreement.


3.3 *Cowater boleh menahan pembayaran jika menganggap Mitra tidak membuat kemajuan yang cukup dalam kegiatan yang didanai atau tidak mematuhi semua persyaratan pelaporan dan pelunasan berdasarkan Perjanjian ini.*

3.4 The Partner must acknowledge in writing to Cowater the receipt of project grant payments.

3.4 *Mitra harus memberikan tanda terima secara tertulis kepada Cowater bahwa dana Hibah Proyek sudah diterima.*

3.5 The Partner acknowledges and accepts that Funds provided by Cowater **on the Task Note** are subject to change and that Cowater may adjust the maximum budget amount at its reasonable

3.5 *Mitra mengetahui dan menerima bahwa dana yang disediakan oleh Cowater **dalam paket kegiatan** dapat berubah dan Cowater boleh melakukan penyesuaian jumlah maksimum anggaran tersebut dengan kebijakan yang*

 Cowater

discretion, under consideration of factors including but not limited to the Partner performance and level of compliance with reporting requirements, workplan adjustments, available monitoring and evaluation information, and where DFAT directs Cowater to make such budgetary adjustment. Cowater is to provide the Partner with written confirmation of such budgetary adjustment.

wajar, dengan pertimbangan berbagai faktor termasuk namun tidak terbatas hanya pada kinerja Mitra dan tingkat kepatuhan pada persyaratan pelaporan, penyesuaian rencana kerja, informasi pemantauan dan evaluasi yang tersedia, dan jika DFAT meminta Cowater untuk melakukan penyesuaian anggaran. Cowater akan memberikan konfirmasi tertulis kepada Mitra tentang penyesuaian anggaran tersebut.

**GCA 4. Grants to Third Parties / member of Partnership**

**GCA 4. Hibah kepada Pihak Ketiga / anggota Kemitraan**

- 4.1 The Parties acknowledge that the Partner may provide Grant funds to third parties in accordance with the Task Note Design and Budget or as otherwise agreed in writing between the Parties.
- 4.2 The Partner must enter into an agreement with third parties / member of partnership which is consistent with this Agreement, including establishment of an agreement with local or international partners, confirming the mechanism of fund transfer to support different activities based on the agreed shared rights and responsibility of all parties involved in the partnership.
- 4.3 The Partner agrees to take all reasonable steps to ensure the third parties / member of partnership comply with all requirements of the agreement entered into with the Partner. The division of rights and responsibilities between Partner and the third parties / member of partnership will be described in Task Note (Schedule 1).

- 4.1 Para Pihak mengakui bahwa Mitra dapat memberikan dana Hibah kepada pihak ketiga sesuai dengan Desain dan Anggaran Paket Kegiatan atau sebagaimana disetujui secara tertulis di antara Para Pihak.
- 4.2 Mitra harus mengadakan suatu perjanjian dengan pihak ketiga / anggota kemitraan yang mana selaras dengan Perjanjian ini. termasuk pembuatan perjanjian dengan mitra lokal dan internasional, yang menegaskan mekanisme transfer dana untuk mendukung berbagai kegiatan berdasarkan hak dan tanggung jawab bersama yang disepakati dari semua pihak yang terlibat dalam kemitraan.
- 4.3 Mitra setuju untuk melakukan semua langkah yang wajar untuk memastikan agar pihak ketiga / anggota kemitraan tersebut mematuhi semua persyaratan dari perjanjian yang diadakan dengan Mitra. Pembagian hak dan tanggung jawab antara Mitra dan pihak ketiga / anggota kemitraan akan dijelaskan dalam Paket Kegiatan (Lampiran 1).

**GCA 5. Accounts and Records**

**GCA 5. Pembukuan dan Pencatatan**

- 5.1 The Partner agrees to manage its administration and financial system in compliance with the Partner's standard operational procedure, and standard costs and, where applicable, with the Regulations of the Finance Minister of the Republic Indonesia for Standard General Expenses.
- 5.2 The details of the bank account used by the Partner are:

- 5.1 Mitra setuju untuk mengelola administrasi dan sistem keuangannya sesuai dengan standar operasi dan prosedur Mitra dan standar biaya mitra, serta, jika relevan Peraturan Menteri Keuangan Republik Indonesia tentang Standar Biaya Umum.
- 5.2 Rincian dari rekening bank yang digunakan oleh Mitra adalah:

Bank Name: Commonwealth Bank of Australia  
BSB: 064-158  
Branch Address: 9 Sherwood Road, Shop 27, Ground Floor, Toowong Village QLD 4066, Australia  
Currency: Australian Dollars (AUD)  
Swift Code: CTBAAU2S  
Account Name: University of Qld – No.1 Account  
Account Number: 10897870

*Nama Bank: Commonwealth Bank of Australia  
BSB: 064-158  
Alamat Cabang: 9 Sherwood Road, Shop 27, Ground Floor, Toowong Village QLD 4066, Australia  
Mata Uang: Dolar Australia (AUD)  
Kode Swift: CTBAAU2S  
Nama Rekening: University of Qld – No.1 Account  
Nomor Rekening: 10897870*

The bank account used by the Partner must be in the name of the Partner and must not be a personal bank account.

*Rekening bank yang digunakan oleh Mitra harus atas nama Mitra dan tidak boleh rekening bank pribadi.*

5.3 The Project funds received must be used diligently and for the sole purpose of the Project as approved by Cowater.

5.3 *Dana Proyek yang diterima harus digunakan secara cermat dan semata-mata untuk tujuan Proyek sebagaimana disetujui oleh Cowater.*

5.4 The Partner:  
a) must maintain a sound administrative and financial system capable of verifying all Financial Reports;

5.4 *Mitra:*  
a) *Harus mengadakan suatu sistim administrasi dan keuangan yang baik yang mampu memverifikasi semua Laporan Keuangan.*

b) must spend Project Funds according to the approved Task Note and be consistent with the Work Plan and Activity Budget.

b) *membelanjakan Dana Proyek sesuai dengan Rencana Kerja dan Anggaran yang disepakati dalam Paket Kegiatan.*

c) Must implement the program or activities within the agreed Agreement value. Any Task Note budget variations or any new activities, which may effect the breakdown of the milestones payment must be approved in writing by the Parties;

c) *Harus melaksanakan program atau kegiatan di bawah jumlah nilai pagu Perjanjian ini. Setiap perubahan anggaran Paket Kegiatan atau ada kegiatan-kegiatan baru yang kemungkinan berdampak pada besaran anggaran masing-masing jadwal pembayaran harus disetujui secara tertulis oleh para Pihak*

d) must keep proper and detailed accounts, records and assets registers along with adequate records providing clear audit trails in relation to expenditure under this Agreement.

d) *harus mengadakan pembukuan secara tepat dan terperinci, pencatatan dan daftar aset bersama dengan catatan-catatan pendukungnya yang berisi jejak audit yang jelas sehubungan dengan pengeluaran yang dilakukan dibawah Perjanjian ini.*

e) must keep separate records with respect to the Project funds including:

e) *harus mengadakan pencatatan-pencatatan secara terpisah sehubungan dengan dana Proyek, termasuk:*

i. a copy of receipts and invoices for each payment and receipt; and

i. *salinan kwitansi-kwitansi dan faktur-faktur dari setiap pembayaran dan penerimaan, dan*

ii. a copy of quotes and tender documentation where applicable with detailed written explanation as

ii. *salinan surat-surat penawaran dan dokumen lelang yang berlaku berikut penjelasan tertulis secara terperinci*

to why the accepted supplier was chosen.

*tentang alasan-alasan mengapa pemasok yang diterima terpilih.*

f) must provide adequate facilities for audit and inspection of the financial records referred to in this Agreement by Cowater or DFAT and their authorised representatives at all reasonable times and allow copies and extracts to be taken; and

*f) harus menyediakan fasilitas yang memadai untuk kegiatan audit dan pemeriksaan catatan-catatan keuangan sebagaimana dimaksud dalam Perjanjian ini yang dilakukan oleh Cowater atau DFAT dan perwakilan resmi mereka pada setiap saat yang wajar dan mengizinkan salinan-salinan dan kutipan-kutipannya untuk diambil, dan*

g) must ensure that its accounts and records are held by the Partner for the Term of this Agreement and for a period of seven (7) years after the termination or expiration of this Agreement.

*g) harus memastikan bahwa pembukuan dan pencatatannya disimpan oleh Mitra selama Jangka Waktu Perjanjian ini dan untuk jangka waktu 7 (tujuh) tahun dan tanggal pemberhentian atau berakhirnya Perjanjian ini.*

#### **GCA 6. Procurement**

#### **GCA 6. Pengadaan**

6.1 The Partner may use the Project funds received to acquire assets, as approved in the Task Note. Subject to the requirements of this clause, ownership of the Project Assets is vested in DFAT until such time as ownership may be transferred based on DFAT approval.

*6.1 Mitra akan menggunakan dana Proyek yang diterima untuk memperoleh aset-aset sebagaimana disepakati dalam Paket Kegiatan. Tunduk kepada ketentuan-ketentuan dari klausul ini, kepemilikan Aset Proyek diberikan kepada DFAT sampai dengan waktu tertentu dimana kepemilikan dapat dialihkan berdasarkan persetujuan DFAT.*

6.2 The Partner must obtain approval from Cowater for the disposal or write off of any Project Asset procured from Project funds.

*6.2 Mitra harus mendapatkan persetujuan dari Cowater untuk menjual atau menghapus setiap Aset Proyek yang diperoleh dari dana Proyek.*

6.3 If the Project funds are being used to procure goods or services, the Partner must comply with its project-approved standard operational procedures.

*6.3 Jika dana Proyek digunakan untuk pengadaan barang atau jasa maka Mitra harus mematuhi prosedur operasi standar dari Mitra yang disetujui.*

6.4 In conducting procurement, the Partner should seek to achieve value for money and support the principles of:

*6.4 Dalam melakukan pengadaan, Mitra harus berusaha untuk memperoleh efektifitas pendanaan secara maksimal serta menerapkan prinsip-prinsip pendukung sebagai berikut:*

a) Encouraging competition by ensuring non-discrimination in procurement and using competitive procurement methods;

*a) Mendorong adanya persaingan dengan memastikan tidak ada diskriminasi dalam proses pengadaan serta menggunakan metode pengadaan yang kompetitif;*

b) Promoting the use of resources in an efficient, effective and ethical manner; and

*b) Menegaskan penggunaan sumber daya secara efisien, efektif dan beretika, dan*

c) making decisions in an accountable and transparent manner.

*c) membuat keputusan secara akuntabel dan transparan.*

**GCA 7. Reports**

- 7.1 The Partner must submit activity report according to the requirements and reporting mechanisms in the agreed Task Note to Cowater.
- 7.2 The Partner is required to prepare financial reports according to the Partner's financial policies and practices. Cowater retains the rights to access and review these reports.
- 7.3 The project activity report should be submitted within the agreed timeline as stated in the Task Note and will be reviewed by Cowater.

**GCA 7. Laporan**

- 7.1 Mitra harus menyerahkan laporan kegiatan sesuai dengan persyaratan dan mekanisme pelaporan di dalam Paket Kegiatan yang disepakati kepada Cowater.
- 7.2 Mitra wajib menyiapkan laporan keuangan sesuai dengan kebijakan dan praktik keuangan Mitra. Cowater memiliki hak untuk mengakses dan meninjau laporan ini
- 7.3 Laporan kegiatan proyek harus diserahkan dalam jangka waktu yang disepakati sebagaimana dinyatakan dalam Paket Kegiatan dan akan ditinjau oleh Cowater.

**GCA 8. Financial Audit Report**

- 8.1 The Project Financial Report produced by Partner will be independently reviewed and certified by a qualified accountant from the University of Queensland who is not involved in transactional operation of the grant. The certification will confirm that the grant funds have been utilised exclusively to facilitate the designated activity and have been aligned with the budget specified in the Task Note. Partner is required to facilitate the independent review process at least six (6) months before Project completion and the certified review result will be accessible to Cowater.

**GCA 8. Laporan Audit Keuangan**

- 8.1 Laporan Keuangan Proyek yang dihasilkan oleh Mitra akan diperiksa secara independen dan disertifikasi oleh seorang akuntan berkompeten dari Universitas Queensland yang tidak terlibat dalam operasi transaksi hibah. Sertifikasi ini akan mengkonfirmasi bahwa dana hibah telah digunakan semata-mata untuk mendukung kegiatan yang ditetapkan dan sesuai dengan anggaran yang dijelaskan dalam Paket Kegiatan. Mitra harus memfasilitasi proses review independen ini paling tidak enam (6) bulan sebelum Proyek berakhir dan hasil review yang disertifikasi dapat diakses oleh Cowater.

**GCA 9. Monitoring, Evaluation and Performance**

- 9.1 The Partner agrees for Cowater and DFAT to carry out program visits, at least once per year, as part of the monitoring process to monitor and/or evaluate the Project and/or use of the Project funds.
- 9.2 The Partner agrees to ensure data validity and reliability of the collected and reported data and participate and collaborate in project data quality assessment activities led by Cowater to enhance data quality.
- 9.3 The Partner must contribute to building an institutional learning culture by sharing the Project's success stories, lessons learned and attending periodic meetings/ workshops led by Cowater that will

**GCA 9. Pemantauan, Evaluasi, dan Kinerja**

- 9.1 Mitra setuju bahwa Cowater dan DFAT akan melakukan kunjungan program minimal satu kali setiap tahun sebagai bagian dari proses pemantauan guna memantau dan / atau mengevaluasi proyek dan / atau pemakaian dana Proyek.
- 9.2 Mitra setuju untuk memastikan validitas data dan keandalan data yang dikumpulkan dan dilaporkan serta berpartisipasi dan berkolaborasi dalam kegiatan penilaian kualitas data proyek yang dipimpin oleh Cowater untuk meningkatkan kualitas data.
- 9.3 Mitra harus berkontribusi untuk membangun budaya pembelajaran kelembagaan dengan berbagi kisah sukses, pembelajaran yang diperoleh dari Proyek serta menghadiri pertemuan/ lokakarya berkala yang dipimpin

review the Partner's performance. The Partner commits to collaborating or contributing to research and other related activities led by Cowater for learning purposes.

oleh Cowater yang akan meninjau kinerja Mitra. Mitra berkomitmen untuk berkolaborasi atau berkontribusi pada kegiatan penelitian dan kegiatan terkait lainnya yang dipimpin oleh Cowater untuk tujuan pembelajaran.

**GCA 10. Policies and Guidelines**

**GCA 10. Kebijakan dan Pedoman**

10.1 The Partner acknowledges that Cowater has entered into a Head Contract with DFAT. The Partner agrees to take all reasonable steps and in line with the conditions of this Agreement, to ensure Cowater meets its obligations under the Head Contract.

10.1 Mitra mengakui bahwa Cowater telah mengadakan Perjanjian Utama dengan DFAT. Mitra setuju untuk melakukan semua langkah yang wajar dan sejalan dengan ketentuan Perjanjian ini untuk memastikan bahwa Cowater memenuhi kewajiban-kewajibannya berdasarkan Perjanjian Utama tersebut.

10.2 The Partner agrees to take all reasonable steps to comply with Cowater's Supply Chain Management Code of Conduct (Schedule 3).

10.2 Mitra menyetujui melakukan semua langkah untuk mematuhi Pedoman Perilaku Manajemen Rantai Pasok Cowater (Lampiran 3).

10.3 All Parties must comply with applicable policies issued by DFAT, as notified from time to time. The current applicable policies are available on DFAT's website (<http://aid.dfat.gov.au/>):

10.3 Semua Pihak harus mematuhi kebijakan-kebijakan yang berlaku yang dikeluarkan oleh DFAT sebagaimana diberitahukan dari waktu ke waktu. Kebijakan yang berlaku saat ini terdapat di Website DFAT (<http://aid.dfat.gov.au/>) adalah:

- a) DFAT's Aid Statement of Principles (June 2014);
- b) DFAT's Child Protection Policy (January 2018);
- c) DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy (April 2019);
- d) Australia's International Disability Equity and Rights Strategy: Advancing equity to transform lives | Australian Government Department of Foreign Affairs and Trade;
- e) Family Planning and the Aid Program: Guiding Principles (August 2009); Australia's International Gender Equality Strategy | Australian Government Department of Foreign Affairs and Trade;
- f) DFAT's Environment Protection Policy for the Aid Program (November 2014);
- g) The Safeguarding your Partner against Terrorism Financing;

- a) DFAT's Aid Statement of Principles (Juni 2014);
- b) DFAT's Child Protection Policy (January 2018);
- c) DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy (April 2019);
- d) Australia's International Disability Equity and Rights Strategy: Advancing equity to transform lives | Australian Government Department of Foreign Affairs and Trade;
- e) Family Planning and the Aid Program: Guiding Principles (August 2009); Australia's International Gender Equality Strategy | Australian Government Department of Foreign Affairs and Trade;
- f) DFAT's Environment Protection Policy for the Aid Program (November 2014);
- g) The Safeguarding your Partner against Terrorism Financing;

- |   |  |
|---|--|
| h) DFAT's Fraud Control Toolkit (February 2019);                      | h) <i>DFAT's Fraud Control Toolkit (February 2019);</i>                      |
| i) Commonwealth Fraud Control Framework (2017);                       | i) <i>Commonwealth Fraud Control Framework (2017);</i>                       |
| j) Commonwealth Procurement Rules (December 2020);                    | j) <i>Commonwealth Procurement Rules (December 2020);</i>                    |
| k) Commonwealth Grant Rules and Guidelines (2017);                    | k) <i>Commonwealth Grant Rules and Guidelines (2017)</i>                     |
| l) DFAT's Displacement and Resettlement Guideline (2015);             | l) <i>DFAT's Displacement and Resettlement Guideline (2015);</i>             |
| m) DFAT's Branding Aid Projects and Initiatives Guideline (2015); and | m) <i>DFAT's Branding Aid Projects and Initiatives Guideline (2015), dan</i> |
| n) DFAT's Ethical Research and Evaluation Guidance Note (July 2021).  | n) <i>DFAT's Ethical Research and Evaluation Guidance Note (July 2021).</i>  |

10.4 The Partner will comply with applicable Government of Indonesia and Government of Australia regulations on research implementation.

10.4 *Mitra akan mematuhi peraturan Pemerintah Indonesia dan Pemerintah Australia yang berlaku tentang pelaksanaan Penelitian.*

**GCA 11. Fraud**

**GCA 11. Kecurangan**

- |   |  |
|---|--|
| 11.1 For the purposes of this clause, 'fraudulent activity' or 'fraud' means dishonestly obtaining a benefit by deception or other means, and includes suspected, alleged, or attempted fraud.  | 11.1 <i>Untuk tujuan klausul ini 'tindakan penipuan' atau 'kecurangan berarti memperoleh suatu manfaat dengan cara yang tidak jujur melalui penipuan atau cara lain termasuk dugaan, tuduhan, atau percobaan kecurangan.</i>   |
| 11.2 This clause applies to any fraud or fraudulent activity which relates to or is connected with the Project.   | 11.2 <i>Klausul ini berlaku untuk segala bentuk tindakan penipuan atau kecurangan yang berhubungan dengan atau berkaitan dengan Proyek.</i>  |
| 11.3 The Partner must not engage in any fraudulent activity and must immediately report in writing to Cowater any actual or suspected fraudulent activity by any person, including at the Partner. The Partner is responsible for preventing and detecting fraud. | 11.3 <i>Mitra dilarang terlibat dalam segala bentuk tindakan kecurangan dan harus segera melaporkan secara tertulis kepada Cowater perihal setiap tindakan atau dugaan kecurangan yang dilakukan oleh siapapun di tingkat Mitra. Mitra bertanggung jawab untuk mencegah dan mendeteksi kecurangan.</i> |
| 11.4 Without limiting any other clause of this Agreement, the Partner must do all things reasonably required by Cowater or DFAT to:   | 11.4 <i>Tanpa membatasi ketentuan dari klausul lain dalam Perjanjian ini, Mitra harus melakukan semua hal yang secara wajar diminta oleh Cowater atau DFAT untuk:</i>  |
| a) investigate any actual or suspected fraudulent activity;   | a) <i>Menyelidiki setiap tindakan atau dugaan kecurangan;</i>  |
| b) implement remedial or preventative measures;   | b) <i>Melaksanakan tindakan-tindakan perbaikan atau pencegahan;</i>  |

- c) recover any funds or assets of Cowater or DFAT that have been misappropriated as a consequence of fraudulent activity; and
- d) have any person who is suspected of having engaged in fraudulent activity prosecuted or to take legal action against any such person.
- c) Mendapatkan kembali setiap dana atau aset Cowater atau DFAT yang telah disalahgunakan akibat tindakan kecurangan, dan
- d) mengajukan tuntutan atau mengambil tindakan hukum terhadap siapapun yang diduga terlibat dalam kegiatan penipuan.

11.5 If either Cowater or DFAT reasonably form the view, following any investigation undertaken by either of them or the Partner into any actual or suspected fraud, that the Partner (or its agents, representatives, subcontractors, or Sub-Partners) has acted fraudulently, the Partner must:

11.5 Jika diantara Cowater atau DFAT secara wajar menyimpulkan, setelah adanya pemeriksaan yang dilakukan oleh satu salah dari mereka atau yang dilakukan oleh Mitra atas setiap penipuan atau dugaan penipuan, bahwa Mitra (atau agen agennya, perwakilannya atau subkontraktornya) telah bertindak curang, maka Mitra harus:

- a) Where Cowater or DFAT determines that funds have been misappropriated or otherwise lost, repay to Cowater or DFAT as applicable, the total amount of any misappropriated or lost funds as determined by Cowater or DFAT;
- a) Bila Cowater atau DFAT menetapkan bahwa dana-dana telah disalahgunakan atau hilang, membayar kembali kepada Cowater atau DFAT sebagaimana berlaku, seluruh jumlah dari setiap dana yang sudah disalahgunakan atau hilang sebagaimana ditetapkan oleh Cowater atau DFAT;
- b) Where Cowater or DFAT determines that assets have been misappropriated or lost:
  - i. return the assets to Cowater or DFAT as applicable; or
  - i. mengembalikan aset-aset tersebut kepada Cowater atau DFAT sebagaimana belaku; atau
  - ii. where the original assets cannot be recovered or are damaged beyond reasonable use, pay to Cowater or DFAT as applicable the full value of any misappropriated or lost assets or replace the assets with assets of equal quality; and
  - ii. bila aset-aset yang asli tidak dapat dipulihkan atau rusak bukan karena pemakaian yang wajar, membayar kepada Cowater atau DFAT. sebagaimana berlaku dengan nilai penuh dari aset-aset yang sudah disalahgunakan atau hilang tersebut atau mengganti aset-aset tersebut dengan aset aset yang memiliki kualitas yang sama, dan
  - iii. pay to Cowater or DFAT as applicable on demand any Loss suffered or incurred by Cowater or DFAT as a consequence of the fraudulent activity. Cowater or DFAT will be entitled to immediately terminate this Agreement if the Partner breaches this clause.
  - iii. membayar kepada Cowater atau DFAT sebagaimana berlaku setelah ada permintaan atas segala kerugian yang diderita atau ditanggung oleh Cowater atau DFAT sebagai akibat atas tindakan kecurangan. Cowater atau DFAT berhak mengakhiri Perjanjian ini apabila Mitra melanggar klausul ini.

This clause survives the expiration or termination of this Agreement.

Klausul ini tetap berlaku meskipun Perjanjian ini berakhir atau diakhiri.

  
Cowater

11.6 Cowater has the right to terminate this agreement as a consequence of the Partner's breach of its obligations under this clause.

11.6 Cowater berhak untuk segera mengakhiri Perjanjian ini jika Mitra melanggar klausul ini.

#### GCA 12. Anti-corruption

#### GCA 12. Anti-korupsi

12.1 The Partner undertakes that it will not make or cause to be made, nor will the Partner receive or seek to receive, whether directly or indirectly, any offer, gift or payment, consideration or benefit of any kind, if doing so would or could be construed as an illegal or corrupt act under the laws of the Commonwealth, Indonesia or any other place.

12.1 Mitra berjanji bahwa tidak akan memberikan atau menyebabkan untuk dibuat, atau Mitra menerima atau mencari atau berusaha menerima, baik secara langsung maupun tidak langsung, segala bentuk penawaran, hadiah atau pembayaran, kompensasi atau manfaat apapun, jika hal tersebut akan atau dapat ditafsirkan sebagai tindakan perbuatan melawan hukum atau tindakan korupsi berdasarkan hukum dari negara-negara Persemakmuran, Indonesia atau negara lain.

12.2 The Partner undertakes that it will not bribe public officials of any jurisdiction and will at all times comply with all applicable anti-corruption laws of the Commonwealth, Indonesia or any other place.

12.2 Mitra berjanji bahwa tidak akan menyuap pejabat publik di yurisdiksi manapun dan akan senantiasa mematuhi semua undang-undang anti-korupsi yang berlaku di negara-negara Persemakmuran, Indonesia atau negara lain.

12.3 The Partner must immediately inform Cowater in writing of any actual or suspected breach of this clause.

12.3 Mitra harus segera memberitahu Cowater secara tertulis perihal setiap pelanggaran atau dugaan pelanggaran atas klausul ini.

12.4 The Partner must have in place, and implement, appropriate policies and procedures to ensure that its representatives comply with this clause.

12.4 Mitra harus memiliki dan melaksanakan kebijakan-kebijakan dan prosedur-prosedur yang tepat untuk memastikan bahwa semua perwakilannya mematuhi ketentuan ini.

12.5 Cowater will be entitled to immediately terminate this Agreement if the Partner breaches this clause 12.

12.5 Cowater berhak untuk segera mengakhiri Perjanjian ini jika Mitra melanggar klausul 12 ini.

#### GCA 13. Conflict of Interest

#### GCA 13. Benturan Kepentingan

13.1 The Partner must not do, or omit to do, anything, or allow any state of affairs to subsist, that gives rise (or that could reasonably be expected to give rise) to a conflict between:

13.1 Mitra tidak boleh melakukan atau mengabaikan hal apa pun, atau membiarkan suatu keadaan terjadi dimana hal tersebut akan menimbulkan (atau yang secara wajar dapat menimbulkan) konflik antara:

a) The Partner's obligations under this Agreement; and the Partner's own interests, or the Partner's obligations to any other person, (a Conflict of Interest), unless the Partner has obtained the prior written consent of Cowater.

a) Kewajiban-kewajiban Mitra dalam Perjanjian ini, dan kepentingan Mitra sendiri atau kewajiban-kewajiban Mitra terhadap orang lain (Benturan Kepentingan) kecuali Mitra telah memperoleh persetujuan tertulis dari Cowater.

13.2 The Partner must immediately inform Cowater in writing if any actual or potential Conflict of Interest arises and must comply with all reasonable

13.2 Mitra harus segera memberitahu Cowater secara tertulis jika suatu konflik telah terjadi atau kemungkinan akan terjadi dan harus mematuhi semua arahan yang wajar yang

directions of Cowater regarding handling of the matter.

*diberikan oleh Cowater untuk menangani masalah ini.*

**GCA 14. Indemnity**

**GCA 14. Ganti Rugi**

14.1 The Partner indemnifies Cowater and DFAT (except the Partner) ("those indemnified") from and against any loss or liability directly suffered by those indemnified from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused or contributed to in any way by a breach of this Agreement or any wrongful, unlawful or negligent act or omission of the Partner, or any of the Partner personnel in connection with this Agreement.

14.1 *Mitra akan membebaskan Cowater dan DFAT (kecuali Mitra) ("Pihak yang Dibebaskan") dari dan terhadap segala bentuk kerugian atau kewajiban yang secara langsung diderita oleh Pihak yang Dibebaskan dari setiap klaim, gugatan, tuntutan, tindakan atau perkara yang diajukan oleh setiap orang terhadap salah satu dari mereka apabila kerugian atau kewajiban tersebut disebabkan atau terjadi dengan cara apapun karena pelanggaran terhadap Perjanjian ini atau dari setiap kesalahan, pelanggaran atau kelalaian Mitra, atau salah satu personel Mitra sehubungan dengan Perjanjian ini.*

14.2 The indemnity in clause 14 is reduced to the extent that the loss or liability was caused OR contributed by Cowater, DFAT or their respective employees, agents or contractors (except the Partner), as substantiated by the Partner.

14.3 *Pembebasan dalam klausul 14 ini tidak berlaku apabila kerugian atau kewajiban tersebut disebabkan oleh atau kontribusi dari Cowater, DFAT atau para karyawan, agen atau kontraktornya (kecuali Mitra) yang dapat dibuktikan berdasarkan fakta-fakta oleh Mitra.*

This clause survives the termination or expiration of this Agreement.

*Klausul ini tetap berlaku meskipun Perjanjian ini berakhir atau diakhiri.*

**GCA 15. Intellectual Property**

**GCA 15. Kekayaan Intelektual**

15.1 The title to all Intellectual Property Rights in the Agreement Material shall vest upon its creation in DFAT. If required by Cowater or DFAT, the Partner must bring into existence, sign, execute or otherwise deal with any document that may be necessary to enable the vesting of such title or rights in DFAT. The Partner retains at all times a worldwide, irrevocable, perpetual, royalty-free, non-exclusive right to use, modify, adapt, reproduce, communicate and sub-license the Agreement Material for its research and teaching purposes, including without limitation publication in journals or presentation at conferences consistent with clause 21.2.

15.1 *Hak milik atas semua Hak Kekayaan Intelektual yang timbul di dalam materi kontrak menjadi milik DFAT. Jika dipersyaratkan oleh Cowater atau DFAT, maka Mitra harus membuat, menanda tangani, mengadakan, atau mengupayakan diperolehnya dokumen-dokumen yang mungkin diperlukan untuk menegaskan kepemilikan atas hak milik itu atau hak-hak lainnya dari DFAT. Mitra setiap saat memiliki hak secara global, tidak dapat ditarik kembali, abadi, royalti dan non-eksklusif untuk menggunakan, memodifikasi, mengadaptasi, mereproduksi, mengkomunikasikan, dan mensublisensikan Materi Perjanjian untuk tujuan penelitian dan pengajarannya, termasuk namun tidak terbatas pada publikasi dalam jurnal atau presentasi di konferensi secara sesuai dengan pasal 21.2.*

15.2 Clause 15.1 does not affect the ownership of Intellectual Property in any Background Material incorporated into the Agreement Material, but the Program Partner grants to DFAT an irrevocable, perpetual, non-exclusive, world-wide, royalty-free licence to use, reproduce,

15.2 *Klausul 15.1 tidak akan mempengaruhi kepemilikan Hak Kekayaan Intelektual yang ada pada Materi Latarbelakang yang telah ada yang dimasukkan ke dalam Materi Perjanjian, namun Mitra Program memberikan kepada DFAT lisensi yang bersifat permanen, tidak dapat dibatalkan, non-eksklusif, berlaku di*

  
Cowater

adapt, exploit, and modify for any non-commercial purpose such Background Material in conjunction with the Agreement Material to the extent necessary to enable DFAT to exercise its rights in the Agreement Material under the Head Contract. The license granted under this Clause 15.2 includes the right of DFAT to sub-license any of its employees, agents or contractors to use, communicate, reproduce, adapt and otherwise exploit the Background Material incorporated into the Agreement Material for the purposes of performing non-commercial functions, responsibilities, activities or services for, or on behalf of, DFAT.

*seluruh dunia dan bebas royalti untuk menggunakan, mereproduksi, mengeksploitasi dan mengadaptasi Materi Latar Belakang untuk tujuan non-komersial yang telah ada tersebut sehubungan dengan Materi Perjanjian sejauh yang diperlukan untuk memungkinkan DFAT menjalankan haknya atas Materi Perjanjian di bawah Kontrak Induk. Lisensi yang diberikan berdasarkan Klausalklausulni meliputi hak DFAT untuk mensublisensikan lisensi tersebut kepada setiap karyawan, agen atau kontraktornya untuk menggunakan, memberitahu, mereproduksi, mengadaptasi dan dengan cara lain mengeksploitasi Materi yang Telah Ada yang dimasukkan ke dalam Materi Perjanjian dalam rangka melakukan fungsi-fungsi non-komersial, tanggung jawab, kegiatan-kegiatan atau layanan-layanan untuk atau atas nama DFAT.*

15.3 The Partner makes no representations or warranties in relation to its Background Material and shall not be liable for the use by any person of the Partner's Background Material or the Agreement Material for any purpose other than the purpose for which it was originally intended.

15.3 *Mitra tidak membuat pernyataan atau jaminan sehubungan dengan Materi Latar Belakang dan tidak bertanggung jawab atas penggunaan Materi Latar Belakang Mitra atau Materi Perjanjian oleh siapa pun untuk tujuan apa pun selain tujuan awalnya.*

15.4 The Partner acknowledges that in line with the Subsidiary Arrangement between the Government of Australia and the Government of Indonesia relating to the Australia-Indonesia Knowledge Partnership Platform, signed in Jakarta, 21 December 2022, the ownership of IP rights developed through KONEKSI is jointly owned by the Government of Australia and the Government of Indonesia. The Partner shall consult KONEKSI should it wish to propose specific arrangements for IP rights utilisation.

15.4 *Mitra mengakui bahwa sesuai dengan Pengaturan Subsidiari antara Pemerintah Australia dan Pemerintah Indonesia terkait Platform Kemitraan Pengetahuan Australia-Indonesia, yang ditandatangani di Jakarta pada 21 Desember 2022, kepemilikan hak kekayaan intelektual yang dikembangkan melalui KONEKSI dimiliki bersama oleh Pemerintah Australia dan Pemerintah Indonesia. Mitra harus berkonsultasi dengan KONEKSI jika ingin mengusulkan pengaturan khusus untuk pemanfaatan hak kekayaan intelektual tersebut.*

**GCA 16. DFAT Use of Agreement Information**

**GCA 16. Pemakaian Informasi Perjanjian oleh DFAT**

16.1 DFAT may disclose matters relating to this Agreement, including this Agreement, and other relevant information, except where such information may breach the Privacy Act 1988 (Cth) to Commonwealth governmental departments and agencies, Commonwealth Parliament, including responding to requests for information from Parliamentary committees or inquiries. In addition,

16.1 *DFAT dapat mengungkapkan hal-hal yang berkaitan dengan Perjanjian ini, termasuk Perjanjian ini dan informasi-informasi lain yang relevan, kecuali informasi tersebut melanggar Undang-undang Privasi tahun 1988 (Cth) kepada departemen-departemen dan badan-badan pemerintah negara-negara Persemakmuran, Parlemen dari negara-negara Persemakmuran, termasuk menanggapi permintaan informasi atau pertanyaan yang diajukan oleh komite-komite Parlemen. Selain itu, DFAT dapat melaporkan*

DFAT may publicly report information regarding this Agreement.

*informasi-informasi mengenai Perjanjian ini secara terbuka.*

This clause survives the termination or expiration of this Agreement.

*Klausul ini tetap berlaku meskipun Perjanjian ini berakhir atau diakhiri.*

#### **GCA 17. Termination**

##### **17.1 If the Partner:**

- a) becomes, or Cowater considers there is a reasonable prospect of the Partner becoming, bankrupt, insolvent, deregistered or no longer able to undertake the Project to a standard acceptable to Cowater or DFAT;
- b) makes an assignment of its estate for the benefit of creditors or enters into any arrangement of composition with its creditors;
- c) fails to commence, or in the opinion of Cowater, fails to make satisfactory reasonable progress in carrying out the Project and such failure has not been remedied within a reasonable time specified in a written request from Cowater to remedy the failure;
- d) assigns its interest in this Agreement without the consent in writing of Cowater;
- e) breaches any of its obligations under clauses 11, 12 and 13 of this Agreement or breaches of any applicable law
- f) breaches a material clause of this Agreement and any such breach is not satisfactorily remedied within the time stipulated in a written request notice from Cowater to remedy the breach;

Or

- g) if the Head Contract between DFAT and Cowater comes to an end or is amended in a manner that Cowater determines materially affects this Agreement;

Or

- h) if Cowater is being directed by DFAT to terminate or reduce the amount of

 Cowater

#### **GCA 17. Pengakhiran**

##### **17.1 Jika Mitra:**

- a) Mengalami, atau Cowater menganggap ada kemungkinan yang wajar bahwa Mitra akan mengalami kebangkrutan, jatuh pailit, dicabut ijinnya atau tidak lagi mampu melaksanakan Proyek sesuai standar yang diterima oleh Cowater atau DFAT;
- b) Melakukan pengalihan kekayaannya kepada para kreditur atau mengadakan kesepakatan pengaturan hutang dengan krediturnya;
- c) Gagal memulai, atau menurut pendapat Cowater yang masuk akal, gagal membuat kemajuan yang memuaskan yang masuk akal dalam pelaksanaan Proyek dan kegagalan itu tidak diperbaiki dalam jangka waktu masuk akal yang telah ditentukan dalam permintaan tertulis dari Cowater untuk memperbaiki kegagalan tersebut;
- d) Mengalihkan haknya dalam Perjanjian ini tanpa persetujuan tertulis dari Cowater;
- e) melakukan pelanggaran terhadap kewajiban-kewajibannya berdasarkan klausul 11, 12 dan 13 dari Perjanjian ini;
- f) Melanggar salah satu materi klausul dari Perjanjian ini dan Setiap pelanggaran-pelanggaran yang tidak secara memuaskan diperbaiki dalam jangka waktu tertentu yang diminta dalam pemberitahuan tertulis dari Cowater untuk memperbaiki pelanggaran tersebut;

Atau

- g) Jika Kontrak Utama antara DFAT dan Cowater berakhir atau berubah bahwa Cowater menetapkan hal ini secara material mempengaruhi Perjanjian ini;

Atau

- h) jika Cowater diperintahkan oleh DFAT untuk mengakhiri perjanjian ini atau

Partner RA

	funding committed under this Agreement.		<i>mengurangi jumlah dana yang diikat dalam Perjanjian ini.</i>
	then in every such case Cowater may immediately terminate this Agreement or reduce funding where applicable by giving the Partner notice in writing, without prejudice to any of its other rights.		<i>maka dalam setiap kasus tersebut Cowater dapat segera mengakhiri Perjanjian ini atau mengurangi dana jika perlu dengan memberikan pemberitahuan secara tertulis kepada Mitra tanpa mengurangi hak-hak lainnya.</i>
17.2	The Partner or Cowater may terminate this Agreement by providing 30 (thirty) days' notice to the other party.	17.2	<i>Mitra atau Cowater dapat mengakhiri Perjanjian ini dengan memberikan pemberitahuan 30 (tigapuluh) hari kepada pihak lain.</i>
17.3	In the event this Agreement is terminated under either clause 17.1 or clause 17.2, the Partner must:	17.3	<i>Dalam hal Perjanjian ini diakhiri baik berdasarkan klausul 17.1 atau klausalklausulaka Mitra harus:</i>
	a) immediately do everything reasonably possible to prevent and mitigate all losses, costs and expenses arising from the termination of this Agreement;		<i>a) segera melakukan segala hal yang masuk akal yang dapat dilakukan untuk mencegah dan mengurangi semua kerugian, biaya dan pengeluaran yang timbul dari pengakhiran Perjanjian ini;</i>
	b) in a prompt and orderly manner cease expenditure of any uncommitted project funds; and		<i>b) Segera dan sebisa mungkin tidak melakukan pengeluaran dari dana Proyek yang tidak terikat, dan</i>
	c) refund to Cowater or its nominee any uncommitted part of the Project funds received, together with any uncommitted or unspent interest, within thirty (30) days of the date of the notice to terminate.		<i>c) mengembalikan kepada Cowater atau pihak yang ditunjuk setiap bagian dana Proyek diterima, bersama dengan bunga yang tidak digunakan dan tidak dibelanjakan dalam waktu tiga puluh (30) hari sejak tanggal pemberitahuan pengakhiran.</i>
17.4	Cowater may conduct an Independent Audit of Grant expenditure within thirty (30) days of the date of the notice to terminate.	17.4	<i>Cowater akan melakukan Pemeriksaan Hibah secara Independen untuk memeriksa pengeluaran dalam waktu tiga puluh (30) hari sejak tanggal pemberitahuan pengakhiran.</i>
<b>GCA</b>	<b>18. Grievance Procedures and Complaints Handling</b>	<b>GCA</b>	<b>18. Prosedur Pengaduan dan Penanganan Keluhan</b>
18.1	To report a complaint, violation or grievance, the Partner should contact Cowater's Team Leader and/or the Head of Operations and Grants directly in a confidential manner as follow:	18.1	<i>Melaporkan keluhan, pelanggaran, atau aduan, Mitra harus menghubungi langsung Cowater Team Leader dan/atau Cowater Head of Operations and Grants secara rahasia, melalui:</i>
	Email: <a href="mailto:general@koneksi-kpp.id">general@koneksi-kpp.id</a>		<i>Email: <a href="mailto:general@koneksi-kpp.id">general@koneksi-kpp.id</a></i>
	Cowater will ensure that any allegations will be investigated and reviewed in the strictest possible confidence, given the particular situation.		<i>Cowater akan memastikan bahwa setiap dugaan akan di investigasi dan ditinjau dengan sangat rahasia mungkin, mengingat situasi tertentu.</i>

**GCA 19. General matters**

- 19.1 Notices
- a) A Party's address for service is the address shown in Key Agreement Conditions (Schedule Item 1.5 Contact Details) unless the Party has notified the other Parties of a new address.
- b) Notices must be given in writing and sent by email, post or delivered to the address of the recipient.
- 19.2 Variation
- Subject to clause 1, this Agreement cannot be varied except as expressly provided or unless agreed in writing and signed by Cowater and the Partner.
- 19.3 Applicable law
- This Agreement and any dispute arising from this Agreement is governed by the laws of the Australian Capital Territory. The parties submit themselves to the non-exclusive jurisdiction of the courts of the above and any courts that hear appeals from those courts.
- For any work performed directly by the Partner in Indonesia, the Parties must also comply with all applicable laws and regulations of the Republic of Indonesia.
- 19.4 This document has been executed in the English and Indonesian languages. In the event there is any conflict between the English and Indonesian versions as between the parties hereto, the English version shall prevail.

**GCA 20. Counter Terrorism**

- 20.1 The Partner must ensure that funds provided under this Partnership Agreement (whether ultimately spent by the Partner, a Sub-Partner or a subcontract agreement) do not provide direct or indirect support or resources to:
- a) organisations and/or individuals associated with terrorism; and
- b) organisations and individuals for whom Australia has imposed

**GCA 19. Ketentuan Lain-lain**

- 19.1 Pemberitahuan
- a) Alamat salah satu Pihak untuk menerima pemberitahuan dari Pihak yang lain adalah sebagaimana tercantum dalam Persyaratan Pelaksanaan Utama )Pasal 1.5 Data Kontak) kecuali Pihak tersebut sudah memberitahukan alamatnya yang baru kepada para Pihak yang lainnya.
- b) Semua pemberitahuan harus diberikan secara tertulis dan dikirim melalui, email, pos atau dikirim ke alamat penerima.
- 19.2 Perubahan
- Tunduk pada klausul 1, Perjanjian ini tidak diubah kecuali ditetapkan secara tegas atau kecuali disetujui secara tertulis dan ditandatangani oleh Cowater dan Mitra.
- 19.3 Hukum yang berlaku
- Perjanjian ini dan setiap perselisihan yang timbul dari Perjanjian ini diatur oleh hukum Australian Capital Territory. Para pihak menyerahkan dirinya kepada yurisdiksi pengadilan non-eksklusif di atas untuk setiap pengadilan yang mengadili banding dari pengadilan tersebut.
- Untuk setiap pekerjaan yang dilakukan langsung oleh Mitra di Indonesia, para Pihak harus mematuhi semua hukum dan peraturan negara Republik Indonesia.
- 19.4 Dokumen perjanjian dibuat dalam Bahasa Inggris dan Bahasa Indonesia. Apabila perbedaan antara versi dari bahasa Inggris dengan versi bahasa Indonesia, maka yang berlaku adalah versi bahasa Inggris.

**GCA 20. Kontra Terorisme**

- 20.1 Mitra harus memastikan bahwa dana yang diberikan dalam Perjanjian Hibah ini (baik yang dihabiskan oleh Mitra, Sub-Mitra atau perjanjian sub-kontrak) tidak memberikan secara langsung atau tidak langsung dukungan atau sumber daya kepada:
- a) Lembaga dan/atau perorangan yang berasosiasi dengan terorisme; dan
- c) Lembaga dan perorangan yang kepadanya Australia telah mengenakan

 Cowater

sanctions under the Charter of the United Nations Act 1945 (Cth) and regulations made under that Act; the Autonomous Sanctions Act 2011 (Cth) and regulations made under that Act or the World Bank List or a Relevant List.

*sanksi dibawah: the Charter of the United Nations Act 1945 (Cth) and regulations made under that Act; the Autonomous Sanctions Act 2011 (Cth) and regulations made under that Act or the World Bank List or a Relevant List.*

**GCA 21. Branding, Publications and Communication**

**GCA 21. Merek, Publikasi, dan Komunikasi**

21.1 Branding

21.1 Merek

The Partner must:

- a) identify and, with prior DFAT approval, implement appropriate opportunities for publicising the Project / Program (including signage at each Project/Program site that acknowledges the funding of the Project/Program) in accordance with "DFAT Guidelines for Managing Contractors (or NGOs or multilateral agencies) on the use of logos and other forms of acknowledgement" at all times;
- b) only use the KONEKSI logo and/or Australian Government/DFAT crest logo with prior approval from Cowater to denote association with KONEKSI, Australia, the Australian Government and/or DFAT in any publicity or other project related materials; and
- c) promptly remove signs with the KONEKSI and/or DFAT logos at the completion of the Project/Program unless otherwise instructed by Cowater.

*Mitra harus:*

- a) *Mengidentifikasi dan dengan persetujuan DFAT sebelumnya, melaksanakan peluang yang tepat untuk mempublikasikan Proyek/Program (termasuk signage pada setiap situs Proyek/Program yang mengakui dana dari Proyek/ Program) sesuai dengan "Pedoman DFAT untuk Kontraktor Pengelola (atau LSM atau badan badan multilateral) tentang penggunaan Logo dan pengakuan format lain" selalu;*
- b) *Hanya menggunakan logo KONEKSI dan/atau Pemerintah Australia/ DFAT setelah mendapat persetujuan dari Cowater untuk menunjukkan hubungan dengan KONEKSI, Australia, Pemerintah Australia dan/atau DFAT di setiap publisitas atau materi terkait proyek lainnya; dan*
- c) *Segera menghapus tanda tanda dengan KONEKSI dan/atau logo DFAT pada akhir Proyek/Program kecuali sebaliknya diperintahkan oleh Cowater*

21.2 Publication and Communication.

21.2 Publikasi dan Komunikasi.

DFAT owns and collects data and information and all the deliverables created by the Partner under the Agreement.

*DFAT memiliki dan mengumpulkan data dan informasi serta semua hasil yang dibuat oleh Mitra berdasarkan Perjanjian.*

The Partner authorises DFAT to publish details of the name of the Partner and the nature of the Grant that the Partner has received.

*Mitra mengizinkan DFAT untuk mempublikasikan rincian nama Mitra dan sifat Hibah yang telah diterima Mitra.*

The Partner may use the deliverables for academic and research purposes, including publication of its research results on this project. Prior to any publication or presentation, the Partner will provide a copy of the proposed

*Mitra dapat menggunakan hasil untuk tujuan akademik dan penelitian, termasuk publikasi hasil penelitiannya pada proyek ini. Sebelum publikasi atau presentasi apa pun, Mitra akan memberikan salinan publikasi atau presentasi*

publication or presentation to Cowater for its review and comments.

The lead researcher/s will consider all comments in the exercise of their academic and scientific discretion prior to publication or presentation.

Consistent with the foregoing:

- a) The Partner acknowledges that the funding for this Agreement is provided by the Australian Government through a contract between Australia's Department of Foreign Affairs and Trade as the client and Cowater as the contractor for Australia-Indonesia Knowledge Partnership Platform (KPP) also referred to as KONEKSI.
- b) The Partner acknowledges that Cowater has contractual obligations to DFAT with respect to:
  - i) Intellectual Property Rights
  - ii) Privacy
  - iii) Confidentiality, and

that it is a requirement of the Head Contract that these obligations must be reproduced in any agreements with subcontractors, research organisations, etc.

- c) The Partner further agrees that publication of its research is with the express purpose to help further the understanding of the **principles in this Agreement** and will be mindful of the Australian Government's reputational interests, both as a donor and with regard to the government-to-government relationship between Australia and Indonesia.

The Partner acknowledges and agrees that it shall be bound by the terms and conditions listed in sub-paragraphs (a) through (c) *mutatis mutandis* in a manner consistent with the foregoing general principle of the relevant clauses from the Head Contract.

- d) If any significant concerns related to paragraphs (b) and (c) are noted by Cowater during its review, acting reasonably, the parties will confer and discuss. If agreement cannot be reached on any issue other than as pertains to the legitimate and scientific results of the researcher, then the

yang diusulkan kepada Cowater untuk ditinjau dan dikomentari.

Peneliti utama akan mempertimbangkan semua komentar dalam pelaksanaan kebijaksanaan akademis dan ilmiah mereka sebelum publikasi atau presentasi.

Sesuai dengan hal tersebut di atas:

- a) Mitra mengakui bahwa pendanaan untuk Perjanjian ini disediakan oleh Pemerintah Australia melalui kontrak antara Departemen Luar Negeri dan Perdagangan Australia (DFAT) sebagai klien dan Cowater sebagai kontraktor untuk Australia-Indonesia Knowledge Partnership Platform (KPP) juga disebut KONEKSI.
- b) Mitra mengakui bahwa Cowater memiliki kewajiban kontrak kepada DFAT sehubungan dengan:
  - i) Hak Kekayaan Intelektual
  - ii) Privasi
  - iii) Kerahasiaan dan

bahwa merupakan persyaratan dari Kontrak Utama bahwa kewajiban ini harus direproduksi dalam setiap perjanjian dengan subkontraktor, organisasi penelitian, dll.

- c) Mitra selanjutnya setuju bahwa publikasi penelitiannya adalah dengan tujuan yang jelas untuk membantu lebih jauh pemahaman **prinsip-prinsip dalam Perjanjian** dan akan memperhatikan kepentingan reputasi Pemerintah Australia, baik sebagai donor maupun dengan mengenai hubungan pemerintah-ke-pemerintah antara Australia dan Indonesia.

Mitra mengakui dan setuju bahwa Mitra akan terikat dengan syarat dan ketentuan yang tercantum dalam sub-paragraf (a) sampai dengan (c) *mutatis mutandis* secara konsisten dengan prinsip umum tersebut pada klausul yang relevan dari Kontrak Kepala.

- d) Jika ada masalah signifikan yang terkait dengan paragraf (b) dan (c) dicatat oleh Cowater selama peninjauannya, bertindak secara wajar, para pihak akan berunding dan berdiskusi. Jika kesepakatan tidak dapat dicapai pada masalah apapun selain yang berkaitan dengan hasil peneliti yang sah dan ilmiah, maka mekanisme

dispute resolution mechanism in GCA 22. is to be used.

The Partner should ensure participation of Australian and Indonesian organisations in the publication of any research. This can include, but is not limited to, including Indonesian and Australian researchers as co-authors of journal articles, join workshops with Indonesian and Australian organisations to present and discuss research results and collaboration with other relevant Australian government-funded research projects in Indonesia.

*penyelesaian sengketa dalam GCA 22. akan digunakan.*

*Mitra harus menggunakan upaya terbaiknya untuk memastikan partisipasi organisasi Australia dan Indonesia dalam publikasi penelitian apa pun. Hal ini dapat mencakup, namun tidak terbatas pada, termasuk peneliti Indonesia dan Australia sebagai rekan penulis artikel jurnal, mengikuti lokakarya dengan organisasi Indonesia dan Australia untuk mempresentasikan dan mendiskusikan hasil penelitian dan kolaborasi dengan proyek penelitian terkait lainnya yang didanai pemerintah Australia di Indonesia.*

**GCA 22. Dispute Resolution**

**GCA 22. Penyelesaian Sengketa**

- 22.1 The principle of fairness shall prevail in the administration of any dispute resolution.
- 22.2 In general, matters requiring agreement between the Parties shall be made by the unanimous consensus of the Cowater representative and the Partnership principal researcher / team leader (together referred to as the "Focal Persons") representing the Parties whenever possible.
- 22.3. If consensus on a specific issue associated with the Agreement or Program cannot be reached by the Focal Persons, then either Party may request that the issue (or issues) be escalated to other senior representatives of each Party for an appropriate discussion / review process of no longer than ten (10) business days after the issue(s) has been escalated.
- 22.4 In turn, if consensus still cannot be reached at this escalated level, then the Parties shall agree to a non-binding mediation process whereby an independent third party mediates between the Parties to explore areas for potential compromise for a period of no longer than ten (10) business days after the issues(s) has been escalated again to mediation.
- The cost of mediation shall be shared equally by the parties.

- 22.1 *Asas keadilan harus berlaku dalam penyelenggaraan setiap penyelesaian sengketa.*
- 22.2 *Secara umum, hal-hal yang memerlukan kesepakatan antara Para Pihak harus dibuat berdasarkan kesepakatan bulat dari perwakilan Cowater dan peneliti utama / pemimpin tim kemitraan penelitian (bersama-sama disebut sebagai "Focal Persons") yang mewakili Para Pihak jika memungkinkan.*
- 22.3 *Jika konsensus tentang masalah tertentu yang terkait dengan Perjanjian atau Program tidak dapat dicapai oleh Focal Person, maka salah satu Pihak dapat meminta agar masalah (atau masalah-masalah) tersebut diteruskan ke perwakilan senior lainnya dari masing-masing Pihak untuk proses diskusi/ peninjauan yang sesuai dalam waktu tidak lebih lama dari sepuluh (10) hari kerja setelah masalah dieskalasi.*
- 22.4 *Pada gilirannya, jika konsensus masih tidak dapat dicapai pada tingkat yang lebih tinggi ini, maka Para Pihak akan menyepakati proses mediasi yang tidak mengikat dimana pihak ketiga yang independen menengahi antara Para Pihak untuk mengeksplorasi area-area yang berpotensi untuk dikompromikan dalam jangka waktu tidak lebih dari sepuluh (10) hari kerja setelah masalah dieskalasi kembali ke mediasi.*
- Biaya mediasi harus ditanggung bersama oleh para pihak.*

**GCA 23. Safety and Security of Partner's Personnel**

**GCA 23. Keamanan dan Keselamatan Personel Mitra**

- 23.1 The Partner acknowledges and accepts its obligations related to ensuring the safety of the Partner's employees, external consultants, and subcontractors (collectively for the purposes of Clause 23.1, the Partner's "**Personnel**") that the Partner provides as part of the Sub-Consultancy Services.
- 23.2 The Partner owes a duty of care to the Partner's Personnel and is responsible for the health, safety, security of life and property and general wellbeing of such persons and their property and this includes where the Partner's Personnel carry out the Agreement Services.
- 23.3 The Partner accepts and warrants that it is responsible for and shall throughout the duration of the Agreement: carry out the appropriate risk assessment with regard to its delivery of the Agreement Services; provide the Partner's Personnel with adequate information, instruction, training and supervision; and have appropriate emergency procedures in place to enable their provision of the Agreement Services so as to prevent damage to the Partner's Personnel's health, safety, security of life and property and general wellbeing.
- 23.4 Notwithstanding Sub-Clause 23.6, the Partner shall be solely responsible to ensure that for its Personnel have adequate insurance, including but not limited to, in respect of death, injury or disablement, medical expenses and emergency medivac. The Partner shall ensure that such insurance arrangements as are made to cover the Partner's Personnel, and pursuant to the Partner's duty of care, are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 23.5 Notwithstanding Sub-Clause 23.6, the Partner acknowledges and agrees that Cowater and DFAT accept no responsibility for the health, safety, security of life and property and general wellbeing of the Partner's Personnel

- 23.1 Mitra mengakui dan menerima kewajibannya terkait dengan memastikan keamanan karyawan Mitra, konsultan eksternal, dan subkontraktor (secara kolektif untuk tujuan Pasal 23.1, "**Personel**" Mitra) yang disediakan Mitra sebagai bagian dari Layanan Sub-Konsultansi.
- 23.2 Mitra memiliki kewajiban untuk menjaga Personel Mitra dan bertanggung jawab atas kesehatan, keselamatan, keamanan jiwa dan harta benda serta kesejahteraan umum orang-orang tersebut dan harta benda mereka, termasuk di tempat Personel Mitra melaksanakan Layanan Perjanjian.
- 23.3 Mitra menerima dan menjamin bahwa ia bertanggung jawab untuk dan akan selama masa Perjanjian: melakukan penilaian risiko yang sesuai terkait dengan pelaksanaan Layanan Perjanjian; memberikan informasi, instruksi, pelatihan, dan pengawasan yang memadai kepada Personel Mitra; dan memiliki prosedur darurat yang tepat untuk memungkinkan pelaksanaan Layanan Perjanjian sehingga dapat mencegah kerusakan terhadap kesehatan, keselamatan, keamanan jiwa dan harta benda serta kesejahteraan umum Personel Mitra.
- 23.4 Terlepas dari Sub-Klausul 23.6, Mitra harus bertanggung jawab sepenuhnya untuk memastikan bahwa Personelnya memiliki asuransi yang memadai, termasuk namun tidak terbatas pada, untuk kematian, cedera atau kecelakaan yang mengakibatkan kelumpuhan, biaya medis dan evakuasi medis darurat. Mitra harus memastikan bahwa pengaturan asuransi yang dibuat untuk melindungi Personel Mitra, dan sesuai dengan kewajiban perawatan Mitra, adalah wajar dan bijaksana dalam semua keadaan, termasuk untuk kematian, cedera atau kecelakaan yang mengakibatkan kelumpuhan, dan biaya medis darurat.
- 23.5 Terlepas dari Sub-Klausul 23.6, Mitra mengakui dan setuju bahwa Cowater dan DFAT tidak menerima tanggung jawab atas kesehatan, keselamatan, keamanan jiwa dan harta benda, serta kesejahteraan umum Personel Mitra selama melaksanakan

while carrying out the Agreement Services. Any costs or liability which may result from any illness, mishap, accident or death of the Partner's Personnel while performing the Agreement Services shall be solely attributable to the Partner.

23.6 The provision of information of any kind whatsoever by Cowater or DFAT to the Partner shall not in any respect relieve the Partner from responsibility for its obligations under this Clause 23.

*Layanan Perjanjian. Biaya atau kewajiban apa pun yang mungkin timbul dari penyakit, kecelakaan, insiden atau kematian Personel Mitra saat melaksanakan Layanan Perjanjian sepenuhnya menjadi tanggung jawab Mitra.*

23.6 *Pemberian informasi dalam bentuk apa pun oleh Cowater atau DFAT kepada Mitra tidak akan mengurangi tanggung jawab Mitra atas kewajibannya berdasarkan Klausul 23 ini.*

## Annex 1. The summary of the terms and conditions of DFAT – Cowater Head Contract

### COWATER KONEKSI/KPP HEAD CONTRACT WITH DFAT- REDACTED STANDARD CONTRACT TERMS AND CONDITIONS

#### 10. POLICY AND LAW

##### 10.1. *Compliance with laws and policies*

- (a) The Contractor is responsible for ensuring that it and its Personnel comply with:
  - (i) applicable laws of the Commonwealth, any state, territory or local authority and applicable Commonwealth policies as set out in this Contract or as notified to the Contractor from time to time; and
  - (ii) the applicable laws of any jurisdiction in which any part the Project is performed.
- (b) With respect to any monies payable either to DFAT by the Contractor or to the Contractor by DFAT, the Contractor must:
  - (i) comply with all relevant provisions of Commonwealth legislation, financial regulations and directions, except to the extent that the relevant obligation is imposed on DFAT; and
  - (ii) if required by DFAT, comply with any recommendation by the Commonwealth Auditor-General concerning the handling of DFAT's money.
- (c) In performing any part of this Contract outside Australia, the Contractor and its Personnel and Subcontractors must:
  - (i) not engage in any political activity in the relevant country during the provision of the Project;
  - (ii) observe all laws and respect all religions and customs of that country; and
  - (iii) conduct themselves in a manner consistent with the Public Service Act 1999 (Cth) (including the Australian Public Service Values and Employment Principles and Code of Conduct).

##### 10.2. *Compliance with DFAT policies*

The Contractor must ensure that it, and its Personnel, **comply** with DFAT policies and guidance as identified on the DFAT website: <https://www.dfat.gov.au/aid/australias-development-program>, including,

- (a) the Disability Inclusive Strategy;
- (b) the Child Protection Policy;
- (c) the Preventing Sexual Exploitation, Abuse and Harassment Policy;
- (d) the Family Planning and the Aid Program: Guiding Principles;
- (e) the Environment Protection Policy;
- (f) the Displacement and Resettlement of People in Development Activities Policy; and
- (g) the Gender Equality and Women's Empowerment Policy.

**10.3. Child Protection**

In providing the Goods or Services to DFAT, the Contractor must comply with, and ensure that its Personnel, contractors and subcontractors comply with, DFAT's 'Child Protection Policy', accessible on the DFAT website at: [www.dfat.gov.au/childprotection](http://www.dfat.gov.au/childprotection)

DFAT may conduct a review of the Contractor's compliance with DFAT's Child Protection Policy. DFAT will give reasonable notice (at least 14 calendar days) to the Contractor and the Contractor must at its own cost participate co-operatively in any such review at its own cost.

The Contractor must immediately report:

- (a) any suspected or alleged case of child exploitation, abuse, harm or policy non-compliance by anyone within scope of the policy in connection with official duties or business to [childwelfare@dfat.gov.au](mailto:childwelfare@dfat.gov.au)

In reporting to DFAT as required in this clause 10.3, the Contractor must comply with the Privacy Act 1988 (Cth) and the privacy provisions in the Child Protection Incident Notification Form, accessible at: [www.dfat.gov.au/childprotection](http://www.dfat.gov.au/childprotection)

- (b) This clause 10.3. is a material term of the Contract Agreement.

**10.4. Preventing Sexual Exploitation Abuse and Harassment (PSEAH)**

In providing the Goods or Services to DFAT, the Contractor must comply with, and ensure that its Personnel, contractors and subcontractors comply with, DFAT's 'Preventing Sexual Exploitation, Abuse and Harassment Policy', accessible on the DFAT website at: <http://www.dfat.gov.au/pseah>.

DFAT may conduct a review of the Contractor's compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy. DFAT will give reasonable notice (at least 14 calendar days) to the Contractor and the Contractor must at its own cost participate co-operatively in any such review at its own cost.

In accordance with the DFAT PSEAH policy, the Contractor must report:

- (a) any alleged case of sexual exploitation, abuse and harassment that relates to provision of the Goods or Services to [seah.reports@dfat.gov.au](mailto:seah.reports@dfat.gov.au) within 48 hours of becoming aware of the case; and
- (b) any alleged incidents of non-compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy to [seah.reports@dfat.gov.au](mailto:seah.reports@dfat.gov.au) within five (5) Business Days of becoming aware of the incident.

In reporting to DFAT as required under this clause 10.4, the Contractor must comply with the Privacy Act 1988 (Cth), Principle 3 of the PSEAH Policy and the privacy provisions in the Sexual Exploitation, Abuse and Harassment (SEAH) Incident Notification Form, accessible at <http://www.dfat.gov.au/pseah>.

- (c) This clause 10.4. is a material term of the Contract.

**10.5. Black Economy**

It is Commonwealth Policy to increase the integrity of government procurement, as listed in the procurement connected policy guidelines: Black Economy – increasing the integrity of government procurement.

- (a) In this clause the Contractor warrants in relation to any first tier subcontractor it has engaged to deliver goods and/or services with an estimated value of over AUD4 million (GST inclusive) that the Contractor either:
- (b) provided a valid and satisfactory Statement of Tax Record for the subcontractor as part of its response for the approach to market that resulted in the entry of this contract; or
- (c) holds a satisfactory Statement of Tax Record for the Subcontractor that was Valid at the time of entry into the subcontract by the supplier and the subcontractor.

If the Contractor is a partnership, the Contractor will ensure that if a new partner joins the partnership that a valid and satisfactory Statement of Tax Record for the partner is provided to the Contractor as soon as possible after they become a partner to the partnership.

**10.6. Conflicts of Interest**

- (a) The Contractor warrants that, to the best of its knowledge after making diligent enquiries, no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract by itself or by any of its Personnel.
- (b) The Contractor must notify DFAT promptly in writing if such a conflict of interest arises, or appears likely to arise.
- (c) Within 7 days after giving notice under clause 10.6(b), the Contractor must notify DFAT in writing of the steps it will take to resolve the issue. If DFAT considers those steps are inadequate, it may direct the Contractor to resolve the issue in a manner proposed by DFAT.
- (d) If the Contractor does not comply with a direction issued by DFAT under clause 10.6(c), DFAT may terminate this Contract in accordance with clause 18.1.

**10.7. Gender equality**

- (a) The Contractor must comply with its obligations, if any, to promote gender equality in the workplace under the Workplace Gender Equality Act 2012 (Cth) (WGE Act).
- (b) If the Contractor becomes non-compliant with the WGE Act during the Term of the Contract, the Contractor must notify the DFAT Representative nominated in clause 20.2 and DFAT reserves the right to provide the Contractor with directions regarding compliance.
- (c) If the Term of this Contract exceeds 18 months, the Contractor must provide a current letter of compliance with the WGE Act within 18 months after the Project Start Date and following this, annually, to the DFAT Representative.

**10.8. Branding**

- (a) The Contractor must identify, and with prior DFAT prior written approval and in accordance with DFAT Logos and style guides (<https://www.dfat.gov.au/about-us/corporate/Pages/logos-and-style-guides>) Branding Australia Aid projects and initiatives, implement appropriate opportunities for publicising the Project, including through signage at each Project site that acknowledges the funding of the Project.

**10.9. Counter-Terrorism and Sanctions**

- (a) The Contractor must ensure that funds provided under this Contract (whether through a subcontract, grant or not) do not provide direct or indirect support or resources to:
  - (i) organisations or individuals associated with terrorism;
  - (ii) organisations or individuals subject to sanctions under the:
    - (A) Charter of the United Nations Act 1945 (Cth) and any regulations made under that Act; or
    - (B) Autonomous Sanctions Act 2011 (Cth) and any regulations made under that Act; or
    - (C) organisations or individuals on the World Bank List or on a Relevant List.

**10.10. Fraud**

- (a) The Contractor must not, and must ensure that its Personnel do not, engage in any Fraud.
- (b) The Contractor must take steps to prevent and detect Fraud, including in relation to any part or parts of the Project performed by a subcontractor.
- (c) Within one month after the Project Start Date, the Contractor must:
  - (i) conduct a Fraud risk assessment; and
  - (ii) produce a Fraud control strategy that:
    - (A) complies with the Commonwealth Fraud Control Framework; and
    - (B) which must contain appropriate Fraud prevention, detection, investigation and reporting processes and procedures that comply with the Australian Government Investigations Standards.
- (d) The Contractor must immediately notify DFAT if the Contractor becomes aware of any actual or suspected Fraud.
- (e) If the Contractor becomes aware of any actual or suspected Fraud, the Contractor must:
  - (i) comply with any direction given by DFAT;
  - (ii) either conduct its own investigation, or appoint an investigator to conduct the investigation;
  - (iii) ensure that the person conducting the investigation possesses the minimum qualifications specified in the Australian Government Investigation Standards or an equivalent if agreed by DFAT; and
  - (iv) investigate the suspected Fraud at its own cost and in accordance with any directions or standards required by DFAT.
- (f) DFAT reserves the right to appoint its own investigator, conduct its own investigation and/or report suspected Fraud to the appropriate law enforcement agencies or any other person or entity DFAT deems appropriate in Australia or in the Partner Country for investigation. If DFAT exercises its rights under this clause 10.10(f), the Contractor must provide all reasonable assistance that may be required at its own expense.
- (g) If an investigation finds the Contractor or any of its Personnel have in all likelihood engaged in Fraud or if DFAT discovers that a Fraud has not been reported in accordance with this

clause 10.10:

- (i) the Contractor, in consultation with DFAT, must:
  - (A) pay to DFAT the full value of any misappropriated DFAT funds; and
  - (B) either return any misappropriated DFAT property to DFAT or, if the property cannot be recovered or has been damaged, replace the property with property of equivalent value or quality, or repair the property, at no cost to DFAT; and
- (ii) DFAT may terminate this Contract immediately by issuing a notice under clause 18.1.
- (h) If the investigation finds that a person other than the Contractor or its Personnel has in all likelihood engaged in Fraud, the Contractor must, at the Contractor's cost, take all reasonable action, including civil litigation or other recovery actions as available in the Partner Country, to recover any DFAT funds or DFAT funded property acquired or distributed through the Fraud, unless DFAT otherwise directs in writing.
- (i) The Contractor must keep DFAT informed, in writing, on a monthly basis, of the progress of its efforts to recover the DFAT funds or DFAT funded property, including any recovery action.

**10.11. False and misleading information**

- (a) The Contractor acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth). The Contractor must ensure that any subcontractors are made aware, in writing, of the information in this clause 10.11.

**10.12. Anti-Corruption**

- (a) The Contractor warrants that neither it nor any of its Personnel have made, will make or cause to be made, receive or seek to receive any:
    - (i) offer;
    - (ii) gift;
    - (iii) payment; or
    - (iv) benefit of any kind,
- 1.2 that could be construed as an illegal or corrupt act, either directly or indirectly to any party, in relation to the execution of this Contract or the performance of the Project.
- (b) Any breach of this clause 10.12 will entitle DFAT to issue a notice under clause 18.1 (Termination for default) to terminate this Contract immediately.

**10.13. Security and Cyber Security**

- (a) The Contractor is responsible for the security of Personnel and must ensure that both the Contractor and its Personnel comply with this clause 10.13.
- (b) If the Contractor is required to access or otherwise gains access to official information or security classified information, it agrees to comply and manage its system in accordance with all relevant security requirements specified in the Commonwealth Protective Security Policy Framework.
- (c) The Contractor must take reasonable and prudent steps consistent with good industry practice to reduce the risk of a Security Incident or Cyber Attack on the Contractor's information technology systems that accesses, transmits or stores any DFAT Confidential Information or any other data connected with this Contract, including but not limited to,

Contract Material, or Personal Information.

- (d) At DFAT's request in a notice, the Contractor must provide details of the Contractor's security measures in place to reduce the risk of a Security Incident or Cyber Attack on the Contractor's information technology systems.
- (e) If the Contractor becomes aware of a Security Incident or Cyber Attack on the Contractor's information technology systems, the Contractor must immediately notify:
  - (i) DFAT (and, if this notification is not done by notice, by notice within one (1) business day); and
  - (ii) if required by DFAT, advise the Australian Cyber Security Centre (ACSC)
- (f) The Contractor must:
  - (i) notify DFAT immediately on becoming aware of any security incident, Cyber Security Incident or security breach and comply with all DFAT directions to rectify the security issue, which may include notifying the Australian Cyber Security Centre or any other relevant body; and
  - (ii) participate in security reviews of its procedures at least annually as requested by DFAT and participate in any security audit in relation to the Contract, providing full co-operation to DFAT or its independent auditors, including the Australian National Audit Office.

**10.14. Work Health and Safety**

- (a) The Contractor must perform its, and must ensure that its Personnel, perform their, obligations under this Contract in strict compliance with the Work Health and Safety Act 2011 (Cth) (WHS Act) and are able to participate in:
    - (i) any necessary inspections of work in progress;
    - (ii) any necessary consultation with DFAT regarding implementation of the WHS Act provisions; and
    - (iii) tests and evaluations of the Goods and/or Services.
  - (b) The Contractor agrees, when using DFAT's premises or facilities, to comply with all reasonable directions and procedures relating to:
    - (i) work health and safety; and
    - (ii) security,
- 1.3 in effect at those premises or in regard to those facilities, as notified by DFAT or as might be reasonably inferred from the use to which the premises or facilities are being put.
- (c) Without limiting any other provision of this Contract, the Contractor must, on request, give all reasonable assistance to DFAT, by way of provision of information and documents, to assist DFAT and its officers as defined in the WHS Act to comply with the duties imposed on them under the WHS Act.
  - (d) The Contractor acknowledges that DFAT may direct it to take specified measures in connection with the Contractor's work under this Contract that DFAT considers reasonably necessary to deal with an event or circumstance that has or is likely to have, an adverse effect on the health or safety of persons. The Contractor must comply with the direction at its own cost.

**10.15. Indigenous Procurement Policy**

- (a) It is Commonwealth policy to stimulate indigenous entrepreneurship and business development, providing indigenous Australians with more opportunities to participate in the economy.
- (b) The Contractor must use its reasonable endeavours to increase its purchasing from Indigenous Enterprises; and employment of indigenous Australians, in the delivery of the Goods and/or Services.
- (c) Purchases from Indigenous Enterprises may be in the form of engagement of an Indigenous Enterprise as a subcontractor, and use of indigenous suppliers in the Contractor's supply chain.
- (d) Without limiting Clause 10.15, the Contractor must comply with the Indigenous Participation Plan (Schedule 7).
- (e) In this Clause 10.15, "Indigenous Enterprise" means an organisation that is 50 per cent or more Indigenous owned that is operating a business.

**11. INTELLECTUAL PROPERTY**

**11.1. Intellectual Property in Goods and/or Deliverables**

- (a) Nothing in this Contract affects the ownership of Intellectual Property, except as expressly provided for in this clause 11.
- (b) Subject to the other provisions of this clause 11, the parties agree that all Intellectual Property created under this Contract or a subcontract in respect of the Goods and/or Deliverables is vested in the Commonwealth (or its nominee) immediately upon its creation.
- (c) To the extent that the Contractor may at any time acquire any right, title or interest in any Goods and/or Deliverables or any Intellectual Property in the Goods and/or Deliverables, the Contractor, by this Contract, assigns to the Commonwealth all such right, title and interest.
- (d) The Contractor acknowledges that the Contractor has no right, title or interest in the Goods and/or Deliverables or the Intellectual Property in the Goods and/or Deliverables and may not use or reproduce the Goods and/or Deliverables other than for the purposes of providing the Goods and/or Services.

**11.2. Contractor's Background IP**

- (a) DFAT acknowledges that the Contractor retains ownership of all of the Contractor's Background IP.
- (b) The Contractor grants DFAT a non-exclusive, royalty-free, transferrable and perpetual licence to the Contractor's Background IP (including the right to sublicense) to Use the IP for any purpose related to a policy objective of DFAT.

**11.3. Third Party IP**

- (a) Nothing in this Contract affects the ownership of Third Party IP.
- (b) The Contractor will use its reasonable endeavours to ensure DFAT is granted a licence to exercise all Third Party IP incorporated in, attached to or otherwise necessarily related to the functioning or operation of the Goods and/or Deliverables, on the best available commercial terms.

## 12. CONFIDENTIALITY

### 12.1. *Use and disclosure of Confidential Information*

- (a) Each party must not:
  - (i) use any of Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this Contract; or
  - (ii) disclose any of the Confidential Information except in accordance with clauses 12.2 or 12.3.
- (b) If requested by DFAT, the Contractor must ensure that Personnel engaged in the performance of this Contract execute a deed of confidentiality in the form stipulated by DFAT prior to disclosing any Confidential Information in accordance with clause 12.2(a).

### 12.2. *Disclosures to Personnel and advisers*

- (a) Each party may disclose Confidential Information to the Personnel or its legal, financial or other professional adviser if:
  - (i) the disclosure is necessary to enable the party to perform its obligations or to exercise its rights under this Contract; and
  - (ii) prior to disclosure, the party informs the person of the party's obligations in relation to the Confidential Information under this Contract and obtains an undertaking from the person to comply with those obligations.
- (b) Each party must ensure that any person to whom Confidential Information is disclosed under clause 12.2(a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under clause 12.2(a).

### 12.3. *Disclosures required by law*

- (a) Subject to clause 12.3(b), a party may disclose Confidential Information that the party is required to disclose:
  - (i) by law or by order of any court or tribunal of competent jurisdiction; or
  - (ii) by any Commonwealth Entity, stock exchange or other regulatory body; or
  - (iii) when disclosure is made by DFAT, a Minister or Parliament in accordance with statutory or portfolio duties or functions, or for public accountability reasons, including following a request by Parliament, a parliamentary committee or a Minister.
- (b) If a party is required to make a disclosure under clause 12.3(a), the party must:
  - (i) to the extent possible, notify the other party immediately it anticipates that it may be required to disclose any of the Confidential Information;
  - (ii) consult with and follow any reasonable requests from the other party to minimise disclosure; and
  - (iii) if disclosure cannot be avoided:
    - (A) only disclose Confidential Information to the extent necessary to comply; and
    - (B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

**12.4. Return or destruction of documents**

On expiry or termination of this Contract and subject to any laws regarding the maintenance of records, each party must immediately:

- (a) deliver to the other party all documents and other materials containing, recording or referring to Confidential Information; and
- (b) erase or destroy in another way all electronic and other intangible records containing, recording or referring to Confidential Information (with the exception of offline copies created by an automatic back-up of the party's computer facilities used in connection with this Contract),

which are in the possession, power or control of each party or of any person to whom the party has given access.

**13. PRIVACY**

**13.1. Compliance with Privacy Laws and policies**

- (a) The Contractor must ensure that all of its dealings with Personal Information in connection with this Contract:
- (b) conform with its obligations under the Privacy Laws;
- (c) to the extent that different Privacy Laws apply to each party, and without limiting clause 13.1(a), conform with the obligations applicable to DFAT as if they were binding upon the Contractor; and
- (d) conform, to the extent relevant to this Contract, with the requirements of DFAT's published privacy policies (as amended from time to time).

**13.2. DFAT access and requests**

- (a) The Contractor must, on reasonable request by DFAT, give DFAT access to any Personal Information acquired from DFAT or in connection with this Contract.
- (b) Without limiting clauses 13.1, or 13.2 the Contractor must comply with any reasonable request by DFAT made for the purpose of ensuring either party's compliance with:
  - (i) obligations arising under the Privacy Laws;
  - (ii) any applicable guideline, recommendation, direction or determination issued by the Office of the Australian Information Commissioner (or such other privacy authority with jurisdiction over either party) or
  - (iii) DFAT's privacy policy.

**13.3. General Obligations of the Contractor**

The Contractor must:

- (a) ensure that its employees, officers, contractors and agents who deal with Personal Information in connection with this Contract are aware of and comply with the Contractor's obligations under this Contract in relation to such activities or practices; and
- (b) immediately notify DFAT if the Contractor becomes aware of a breach or possible breach of its obligations in relation to Personal Information under this Contract.

## 16. FORCE MAJEURE

### 16.1. *Notice and suspension of obligations*

If a party to this Contract is affected, or likely to be affected, by a Force Majeure Event:

- (a) that party must immediately give the other party prompt written notice of that fact including:
  - (i) full particulars of the Force Majeure Event;
  - (ii) an estimate of its likely duration;
  - (iii) the obligations affected by it and the extent of its effect on those obligations; and
  - (iv) the steps taken to rectify it; and
- (b) the obligations under this Contract of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

### 16.2. *Effort to overcome*

A party claiming a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible. This does not require a party to settle any industrial dispute in any way that it considers inappropriate.

### 16.3. *Alternative supply*

During any period in which a party to this Contract is not performing obligations because of a claimed Force Majeure Event, the other party may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the party claiming the Force Majeure Event is not performing without incurring any liability to that party.

### 16.4. *Termination*

If a Force Majeure Event continues for more than three months, the parties will confer on future management of the Project and, failing a mutually agreed resolution, either party may terminate this Contract by giving at least 10 Business Days' notice to the other party.

## 17. COVID-19 EVENTS

### 17.1. *COVID-19 Events dealt with separately*

The parties acknowledge and agree that the COVID-19 Pandemic and COVID-19 Events are not Force Majeure Events.

### 17.2. *COVID-19 Events*

- (a) This clause 17 ("COVID-19 Events") applies to COVID-19 Events and not to any other events or circumstances that arise as a consequence of a different pandemic.

### 17.3. *Notice of a COVID-19 Event*

- (a) Despite any other provision of this Contract, if the Contractor is unable to perform or is

delayed in performing an obligation under this Contract by reason of a COVID-19 Event ("Affected Obligation"), the affected party ("Affected Party") must give DFAT a written notice ("COVID-19 Event Notice") as soon as possible, and in any event no later than two (2) Days after becoming aware of the COVID-19 Event, which:

- (i) sets out details of the COVID-19 Event (including the effect of the event on the Services);
- (ii) estimates the likely period of time that the Affected Party will not be able to perform, or will be delayed in performing, the Affected Obligation;
- (iii) provides details of any action that the Affected Party has taken, or proposes to take, to remedy the effect of the COVID-19 Event on the Affected Obligation and any likely cost or time consequences under the Contract;
- (iv) provides details of insurance available to mitigate the effect (if any); and
- (v) provides details of any remedy being sought by the Affected Party in relation to the Affected Obligation, including under the Contract.
- (vi) Upon receipt of a COVID-19 Event Notice from the Contractor, DFAT will advise the Contractor in writing whether the Grantor agrees that a COVID-19 Event has occurred, in which case clause 17.4 ("Actions if a COVID-19 Event has occurred") will apply.
- (vii) If DFAT is the Affected Party, DFAT will advise the Contractor that a COVID-19 Event has occurred and clause 17.4 ("Actions if a COVID-19 Event has occurred") will apply.

**17.4. Actions if a COVID-19 Event has occurred**

- (a) The Affected Party must:
  - (i) arrange a meeting with the other party within 24 hours' of receipt of a COVID-19 Event Notice;
  - (ii) take all reasonable steps to avoid, remove or limit the effects of the COVID-19 Event on the Affected Obligation or Services as quickly as possible and recommence performing the Affected Obligation or Services as soon as possible;
  - (iii) give weekly written notice to the other parties on the status of the COVID-19 Event and its effect on the Affected Obligation and Services; and
  - (iv) notify the other parties in writing as soon as the COVID-19 Event and its effect on the Affected Obligation and/or the Services ceases.
- (b) Provided that the Affected Party has complied, or is continuing to comply, with the obligations in clause 17.3 ("Notice of a COVID-19 Event") and this clause 17.4 ("Actions if a COVID-19 Event has occurred"), no failure or omission by the Affected Party to perform the Affected Obligation will be a breach of the Contract in so far as the failure or omission in the performance of such obligation by the Affected Party is caused by the COVID-19 Event specified in the COVID-19 Event Notice.
- (c) In response to a COVID-19 Event Notice, DFAT may, in its discretion:
  - (i) direct a suspension of the Affected Obligation under the Contract, so far and for so long as it is affected by the COVID-19 Event;

- (ii) reduce the scope of the Services, in which case the provisions in clause 18 (“Termination”) of this Contract will apply;
  - (iii) suspend part or all of the Services immediately by giving the Contractor written notice; and/or
  - (iv) terminate the Contract for its convenience if, in the DFAT’s view, the performance by the Affected Party in accordance with the terms of the Contract, become, or are likely to become, impracticable or inconsistent with Australian government policy, in which case the provisions in clause 18 (“Termination”) of this Contract will apply.
- (d) During the period of the COVID-19 Event, DFAT may, but is not obliged to, make alternative arrangements for the performance of any Affected Obligation under the Contract, including engaging another person to perform the Affected Obligation without incurring any liability to the other parties. Where DFAT exercises its rights under this clause, DFAT will notify the Affected Party in writing that the Affected Obligation is no longer required and the Contract will be deemed to have been varied accordingly.
- (e) The Contractor waives any right to make any claim under the Contract, whether for time, Loss, profit or loss of profit or opportunity, for any disruptions or restrictions to the party, or for any directions issued or actions taken by DFAT, in relation to the COVID-19 Pandemic or any COVID-19 Event except as expressly permitted under this clause

## 18. TERMINATION OF THIS CONTRACT

### 18.1. *Immediate termination by DFAT for default*

DFAT may terminate this Contract immediately by notice to the Contractor if the Contractor breaches this Contract, and:

- (a) the breach is not capable of remedy;
- (b) does not remedy a breach of this Contract which is capable of remedy within the period specified by DFAT in a notice of default issued by DFAT to the Contractor requiring the Contractor to remedy the breach;
- (c) the Contractor does not take appropriate steps to manage child protection risks and respond to an allegation or suspicion of child harm of with respect to this Contract, including a failure to inform DFAT immediately of any allegation or suspicion of child exploitation, abuse, harm or policy non-compliance in accordance with DFAT’s Child Protection Policy; and
- (d) the Contractor does not take appropriate steps to manage SEAH risks and respond to an allegation of sexual exploitation, abuse or harassment with respect to this Contract, including a failure to report to DFAT within 48 hours of any allegation of sexual exploitation, abuse or harassment in accordance with DFAT’s Preventing Sexual Exploitation, Abuse and Harassment Policy;

### 18.2. *Immediate termination by DFAT for Insolvency Event*

DFAT may terminate this Contract immediately by notice to the Contractor if an Insolvency Event occurs in respect of the Contractor.

### 18.3. *Termination or reduction for convenience*

- (a) DFAT has an unfettered discretion to, by notice to the Contractor to:
  - (i) terminate; or
  - (ii) reduce the scope of,

this Contract for convenience from the time specified in that notice.

- (b) Without limiting DFAT's rights under this Contract, at law or in equity, DFAT's rights under this clause 18.3 include the discretion to terminate or reduce the scope of this Contract if DFAT determines that the continuation of this Contract, or the continuation of the Project, does not support the achievement of value for money by DFAT. The parties acknowledge and agree that such a determination by DFAT may be made in the absence of a breach of this Contract by the Contractor and due to circumstances beyond the Contractor's control.
- (c) If DFAT exercises its right in clause 18.3(a), the Contractor must:
  - (i) comply with directions given by DFAT;
  - (ii) cease or reduce (as applicable) the performance of work; and
  - (iii) immediately do everything possible to mitigate its losses, and all other losses, costs and expenses arising out of termination, including by novating any subcontracts to DFAT or its nominee, if required by DFAT.
- (d) If DFAT terminates or reduces the scope of this Contract under this clause 18.3, DFAT will only be liable to the Contractor for the following loss or damage incurred as a direct consequence of termination or reduction in scope of this Contract to the extent that they can be reasonably substantiated and are unable to be avoided or mitigated:
  - (i) fees and any Reimbursable Costs, as payable under Schedule 2 earned before the effective date of termination (on a pro-rata basis, if applicable);
  - (ii) lease termination costs for early termination of leases required specifically and exclusively for the performance of the Contract;
  - (iii) the Contractor's finance termination costs required specifically and exclusively for performance of this Contract; and
  - (iv) payments made to subcontractors which are not Related Entities of the Contractor and which were payable prior to the date of notice of termination of this Contract by DFAT,but excluding all other loss or damage, including the cost of redundancies, the costs of terminating any subcontracts, loss of profits and all other forms of expectation loss.
- (e) The Contractor must, in each subcontract, reserve a right of termination to take account of DFAT's right of termination under this clause 18.3 and the Contractor must make use of such rights to mitigate losses in the event of termination by DFAT under the provisions of this clause 18.3.
- (f) Subject to this Contract, on expiry or termination:
  - (i) the Parties are relieved from future performance of this Contract, without prejudice to any right of action that has accrued at the date of termination;
  - (ii) all licences and authorisations granted by either party under this Contract terminate immediately unless the licence or authorisation provides to the contrary; and
  - (iii) the Contractor must provide DFAT with all reasonable assistance and information to assist DFAT in transitioning to DFAT's new provision of Project arrangements.
- (g) DFAT is not obliged to make any further payments to the Contractor (whether under this Contract, at law or in equity) if DFAT exercises its rights in clause 18.3(a) except as expressly provided under this clause 18.3.

## **LIST OF SCHEDULES / DAFTAR LAMPIRAN**

**Schedule 1. Task Note / *Paket Kegiatan***

**Schedule 2. Partnership Financial Guideline**

**Schedule 3. Cowater Supply Chain Management Code of Conduct**

# **Schedule 1. Task Note Template**

## **Task Note / *Paket Kegiatan***

Ref. Number (*Nomor*): 1447/CRG/2024/62-UQ

### **PARTIES / *PARA PIHAK*:**

Cowater International Inc.  
200 Laurier Ave West,  
Ottawa, Ontario, K1P 6M7  
Tel: 613-722-6434; Fax: 613-722-5893

### **AND / *DAN***

The University of Queensland  
ABN 63 942 912 684  
St Lucia QLD 4072, Australia

**Australia Indonesia Knowledge Partnerships Platform *also referred to as KONEKSI*** - *Managed by Cowater International Inc. on behalf of the Australian Government*

This Task Note is agreed on the signature date as an integral part of the KONEKSI Partnership Agreement Deed, reference number 1447/CRG/2025/62-UQ, which is fully executed by Cowater International Inc. and the University Queensland.

*Paket Kegiatan ini disetujui pada tanggal ditandatangani sebagai bagian yang tidak terpisahkan dari Akta Perjanjian Kemitraan KONEKSI dengan nomor referensi 1447/CRG/2025/62-UQ, yang telah ditandatangani oleh Cowater International Inc. dan Universitas Queensland.*

In the event there is any conflict between the English and Indonesia versions of this document, the English version shall prevail.

*Dalam hal terjadi pertentangan antara versi Bahasa Inggris dan Bahasa Indonesia dari dokumen ini, versi Bahasa Inggris yang akan berlaku.*

This Task Note is carried out with the following conditions:

*Paket Kegiatan ini dilaksanakan dengan ketentuan – ketentuan sebagai berikut:*

#### A. SUMMARY OF TASK NOTE / RINGKASAN PAKET KEGIATAN

1.	Activity Title: <b>Mitigating Marine Debris to Enhance Fisheries Productivity in the Java's Northern Coast</b>	Nama Kegiatan: <b>Mitigating Marine Debris to Enhance Fisheries Productivity in the Java's Northern Coast</b>
2.	Period: <b>10 April 2025 to 9 April 2027</b>	Jangka Waktu: <b>10 April 2025 sampai 9 April 2027</b>
3.	The maximum amount payable under this Task Note: <b>AUD 245,874 (Two hundred forty-five thousand eight hundred seventy-four Australian dollars)</b>	Jumlah maksimum yang dapat dibayarkan untuk kegiatan ini: <b>AUD 245,874 (Dua ratus empat puluh lima ribu delapan ratus tujuh puluh empat dolar Australia)</b>

#### B. FUND PAYMENT TERMS / RENCANA PEMBAYARAN DANA KEGIATAN

##### B.1. Budget Summary / Ringkasan Anggaran

Budget Category	Budget Approved (AUD)	Percentage
1. Personnel Cost	136,548	56%
2. Ethics Clearance, Research Permit, and Visa	100	0%
3. Research Project Activities	42,481	17%
4. Research Translation/Impact	1,520	1%
5. Audit	-	0
6. Indirect Costs	65,225	27%
<b>Total</b>	<b>245,874</b>	<b>100%</b>

##### B.2. Payment Terms / Termin Pembayaran

Milestone No. 1 Estimated Due Date: 10 April 2025	Percentage	Value in AUD
1. Signed Grant Agreement	10%	24,588
2. Research Project Implementation Plan	15%	36,881
3. Signed letter of intent from the Sub-Partners	15%	36,881
<b>Sub-total</b>	<b>40%</b>	<b>98,350</b>

<b>Milestone No. 2</b> <b>Estimated Due Date: 14 July 2025</b>	<b>Percentage</b>	<b>Value in AUD</b>
<b>Administrative deliverables</b>		
1. Ethics clearance and Research permits from BRIN	1%	2,459
2. Quarterly Progress Update	1%	2,459
3. First Partnership Health Check	1%	2,459
4. Partnership Plan	1%	2,459
<b>Research project deliverables</b>		
1. Stakeholder Mapping and Analysis	2%	4,917
2. GEDSI implementation approach	2%	4,917
<b>Sub-total</b>	<b>8%</b>	<b>19,670</b>
<b>Milestone No. 3</b> <b>Estimated Due Date: 14 October 2025</b>	<b>Percentage</b>	<b>Value in AUD</b>
<b>Administrative deliverables</b>		
1. Quarterly Progress Update	1%	2,459
<b>Research project deliverables</b>		
1. Report of first workshop with all partners	5%	12,294
2. Lit review social and bio-physical drivers of debris	5%	12,294
<b>Sub-total</b>	<b>11%</b>	<b>27,047</b>
<b>Milestone No. 4</b> <b>Estimated Due Date: 14 January 2026</b>	<b>Percentage</b>	<b>Value in AUD</b>
<b>Administrative deliverables</b>		
1. Quarterly Progress Update	1%	2,459
<b>Research project deliverables</b>		
1. Reports on characterise source, distribution, and composition of macro debris	2%	4,917
2. Reports on geospatial model of macro debris pathway and connectivity	3%	7,376
<b>Sub-total</b>	<b>6%</b>	<b>14,752</b>
<b>Milestone No. 5</b> <b>Estimated Due Date: 14 April 2026</b>	<b>Percentage</b>	<b>Value in AUD</b>
<b>Administrative deliverables</b>		
1. Quarterly Progress Update	1%	2,459
2. Second Partnership Health Check	1%	2,459
<b>Research project deliverables</b>		
1. Reports on hydrodynamic model to detect debris pathways	7%	17,211
<b>Sub-total</b>	<b>9%</b>	<b>22,129</b>
<b>Milestone No. 6</b> <b>Estimated Due Date: 14 July 2026</b>	<b>Percentage</b>	<b>Value in AUD</b>
<b>Administrative deliverables</b>		
1. Quarterly Progress Update	1%	2,459
<b>Research project deliverables</b>		
1. Reports on spatiotemporal models for debris accumulation	5%	12,293
<b>Sub-total</b>	<b>6%</b>	<b>14,752</b>
<b>Milestone No. 7</b> <b>Estimated Due Date: 14 October 2026</b>	<b>Percentage</b>	<b>Value in AUD</b>
<b>Administrative deliverables</b>		
1. Quarterly Progress Update	1%	2,459
2. Evidence of internal audit assignment	1%	2,459
<b>Research project deliverables</b>		

1. Report on system dynamic model	5%	12,293
<b>Sub-total</b>	<b>7%</b>	<b>17,211</b>
<b>Milestone No. 8</b> <b>Estimated Due Date: 14 January 2027</b>	<b>Percentage</b>	<b>Value in AUD</b>
<b>Administrative deliverables</b>		
1. Quarterly Progress Update	1%	2,459
2. Third Partnerships Health Check	1%	2,459
<b>Research project deliverables</b>		
1. Reports on Engagement with Societies and local stakeholders (with GEDSI perspective and approaches)	2%	4,917
2. Evidence-based debris mitigation strategies (with GEDSI perspective and approaches)	2%	4,917
<b>Sub-total</b>	<b>6%</b>	<b>14,752</b>
<b>Milestone No. 9</b> <b>Estimated Due Date: 1 April 2027</b>	<b>Percentage</b>	<b>Value in AUD</b>
<b>Administrative deliverables</b>		
1. Quarterly Progress Update	1%	2,459
2. Internal Audit Report by Finance and Business Service Division of UQ	1%	2,459
<b>Research project deliverables</b>		
1. Final Report	3%	7,376
2. Knowledge products developed during the project	2%	4,917
<b>Sub-total</b>	<b>6%</b>	<b>17,211</b>
<b>Total</b>	<b>100%</b>	<b>245,874</b>

**Notes:**

- Milestone deliverables must be accepted by Cowater prior to payment. Payments cannot exceed the total value of each deliverable, sub-total of each milestone and total value of all milestones specified in the above Payment Terms.
- All milestone reports must:
  - be accurate and not misleading in any respect;
  - be prepared as agreed by Parties;
  - be provided in the format and media approved or requested by Cowater;
  - be provided at the time specified in this Task Note; and
  - incorporate sufficient information which allows Cowater to monitor and assess the performance and progress in achieving the objectives of the task undertaken.

**Catatan:**

- Capaian hasil kegiatan harus diterima oleh Cowater sebelum dilakukan pembayaran. Pembayaran tidak boleh melebihi jumlah nilai masing-masing capaian dan nilai total capaian seperti yang disebutkan dalam Termin Pembayaran di atas.*
- Semua laporan pencapaian harus:*
  - akurat dan tidak menyesatkan dalam hal apapun;*
  - disiapkan sebagaimana disetujui oleh Para Pihak;*
  - disediakan dalam format dan pada media yang disetujui atau diminta oleh Cowater;*
  - diberikan pada waktu yang ditentukan dalam Paket Kegiatan ini; dan*
  - memasukkan informasi yang cukup yang memungkinkan Cowater untuk memantau dan menilai kemajuan dan kinerja dalam mencapai tujuan dari tugas yang dilakukan.*

**B.3 Grant Payment Request Form/Invoice Form**

The Partner should submit the completed milestone or deliverables together with a Grant Payment Request (GPR) form. Incomplete milestones are not eligible for payment. However, if a milestone is divided into sub-

**B.3 Form Permintaan Pembayaran/Invoice**

*Mitra harus mengirimkan milestone atau deliverable yang telah selesai bersama dengan formulir Permintaan Pembayaran Hibah (GPR). Milestone yang tidak lengkap tidak*



## C. STANDARD TASK NOTE CONDITIONS / KONDISI UMUM PAKET KEGIATAN

### 1 Term of Agreement

- 1.1 The Partner must carry out the Project in accordance with the terms and conditions of this Task Note.
- 1.2 The Partner must carry out the activity in accordance with the approved service activity design, as described in Annex-1 of the Task Note.
- 1.3 The Partner must spend activity funds in accordance with the approved activity design.
- 1.4 The Partner and Cowater must conduct coordination meetings about activity implementation progress and budget disbursement according to the agreed schedules in accordance with the approved Financial Proposal. Partner is accountable for managing grant funds and adhering to best practices in financial management.
- 1.5 Cowater has the right to terminate this Task Note as a consequence of the Partner's breach of its obligations under this clause and or in the KONEKSI Partnership Agreement.
- 1.6 This Task Note will end automatically at the end of the Partnership Agreement period.
- 1.7 Conditions that are not regulated in this Task Note will refer to the terms and conditions in the KONEKSI Partnership Agreement Deed
- 1.8 Amendments to this Task Note (including schedules and annexes) will only be applicable if agreed in writing by the Parties.

### 2. Reports

- 2.1 KONEKSI Management Information System (MIS) will be used by Partner for submission of progress reports of project implementation to Cowater.
- 2.2 Partners are required to provide responses to key monitoring questions in the Quarterly Progress Report section of the MIS with the following information:

### 1. Ketentuan Umum

- 1.1 Mitra harus melaksanakan Proyek sesuai dengan syarat dan ketentuan dalam Paket Kegiatan ini.
- 1.2 Mitra melaksanakan kegiatan sesuai dengan rancangan kegiatan yang disepakati, pada lampiran-1 Paket Kegiatan
- 1.3 Mitra membelanjakan dana kegiatan sesuai dengan Anggaran kegiatan yang disepakati.
- 1.4 Mitra dan Cowater harus melakukan pertemuan koordinasi terkait dengan perkembangan pelaksanaan kegiatan dan pengeluaran anggaran sesuai jadwal yang telah disepakati sesuai dengan Proposal Keuangan yang telah disetujui. Mitra bertanggung jawab dalam mengelola dana hibah dan perlu mematuhi praktik terbaik dalam pengelolaan keuangan.
- 1.5 Cowater berhak untuk segera mengakhiri Paket Kegiatan ini jika Mitra melanggar klausul ini dan atau di Akta Perjanjian Kemitraan KONEKSI.
- 1.6 Paket Kegiatan ini akan berakhir otomatis jika periode Akta Perjanjian Kemitraan KONEKSI berakhir.
- 1.7 Hal-hal yang tidak diatur dalam Paket Kegiatan ini akan mengacu pada Syarat Umum di Akta Perjanjian Kemitraan KONEKSI
- 1.8 Perubahan terhadap Paket Kegiatan ini (termasuk waktu kegiatan dan lampirannya hanya dapat dilakukan jika disetujui secara tertulis oleh Para Pihak.

### 2. Laporan

- 2.1 KONEKSI Management Information System (MIS) akan dipergunakan oleh Mitra untuk menyerahkan laporan kegiatan pelaksanaan proyek kepada Cowater
- 2.2 Mitra wajib memberikan tanggapan atas pertanyaan pemantauan utama di bagian Laporan Kemajuan Triwulan MIS dengan informasi berikut:

Key Monitoring Questions
<p><b>Delivery</b></p> <ul style="list-style-type: none"> <li>• Did we do what we expected to?</li> <li>• What challenges did we face?</li> </ul> <p><b>Collaboration and partnerships</b></p> <ul style="list-style-type: none"> <li>• How well did we work together?</li> </ul> <p><b>Reach/Engagement</b></p> <ul style="list-style-type: none"> <li>• Did we engage the right people?</li> </ul> <p><b>Outcomes</b></p> <ul style="list-style-type: none"> <li>• What changes have happened in Knowledge, Attitudes, Skills, Awareness and Confidence?</li> </ul>

Pertanyaan Kunci Pemantauan
<p><b>Pelaksanaan</b></p> <ul style="list-style-type: none"> <li>• Apakah kita melakukan apa yang kita harapkan?</li> <li>• Tantangan apa yang kita hadapi?</li> </ul> <p><b>Kolaborasi dan kemitraan</b></p> <ul style="list-style-type: none"> <li>• Seberapa baik kita bekerja sama?</li> </ul> <p><b>Jangkauan/Keterlibatan</b></p> <ul style="list-style-type: none"> <li>• Apakah kita melibatkan orang yang tepat?</li> </ul> <p><b>Hasil</b></p> <ul style="list-style-type: none"> <li>• Perubahan apa yang terjadi dalam Pengetahuan Sikap, Keterampilan, Kesadaran dan Keyakinan?</li> </ul>

2.3 The Partner must submit an activity report to Cowater in accordance with the report template or mechanism as agreed.

2.4 The Partner must submit a financial report on disbursement of the activity budget and asset registers when required to Cowater, in accordance with the Partner's financial standards.

2.5 The financial report on disbursement of the activity budget and procurement will be reviewed by Cowater with advice provided in writing by Cowater confirming the committed and uncommitted funds received balance.

2.3 *Mitra harus menyerahkan kepada Cowater laporan kegiatan sesuai dengan template laporan kegiatan dengan mekanisme yang disepakati*

2.4 *Mitra harus menyerahkan kepada Cowater laporan keuangan penggunaan dana kegiatan dan daftar aset jika diminta, sesuai dengan standar keuangan Mitra.*

2.5 *Laporan keuangan penggunaan dana kegiatan dan pengadaan akan ditinjau oleh Cowater dengan saran yang diberikan secara tertulis oleh Cowater untuk mengkonfirmasi saldo terikat dan tidak terikat yang diterima Mitra.*

If you concur with this Task Note, please sign the space provided and return it to Cowater.

*Jika Anda setuju dengan Paket Kegiatan ini, harap tanda tangani di tempat yang disediakan dan kembalikan ke Cowater.*

We look forward to working together with you on this Program.

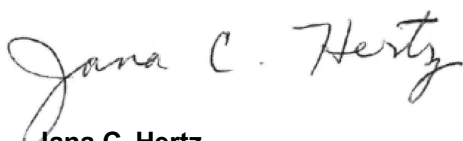
*Kami berharap dapat bekerja sama dengan Anda dalam Program ini*

*SIGNED for and on behalf of:*

*Untuk dan atas nama:*

**COWATER INTERNATIONAL INC.**

In the presence of witness / *Disaksikan oleh:*



**Jana C. Hertz**  
**KONEKSI Team Leader**

**Date:** 26 March 2025

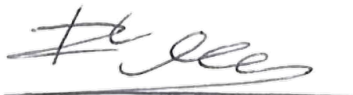


**Umi Sugiharti**  
**KONEKSI Head of Operations and Grants Management**

**Date:** 26 March 2025

**PARTNER**

*In the presence of witness / Disaksikan oleh:*



Rachel Axon

~~**Dr Jodi Clyde-Smith**~~  
~~**Executive Director, Research Office**~~  
Associate Director (RCMU), Research Office

**Date:** 22nd April 2025

*Sebastian Nguon*

Sebastian Nguon  
Operations and Administrative Officer, Research Office  
**Date:** 22nd April 2025

## Annex 1. Activity Design / Lampiran 1. Rancangan Kegiatan

Notes: The Report Design format is subject to modification based on task requirements. / Catatan: Format laporan ini dapat dimodifikasi sesuai dengan kebutuhan aktifitas

Attach the agreed Activity Design which minimum describes the following information / Lampirkan Rancangan Kegiatan yg telah disetujui yang sedikitnya menjelaskan informasi berikut ini:

Activity Details
<p><b><u>Project Concept and Approach:</u></b></p> <p>Litter poses a significant threat to both marine ecosystems and human well-being. This project will use a multi-dimensional approach to addresses one of the most pressing causes of marine degradation in the northern Java Coast by analysing floating and plastic marine debris discharged from major rivers/estuaries during monsoon periods.</p> <p>With the ultimate goal of promoting greater sustainability and resilient costal fisheries, this study aims to understand sources, pathways, and impacts of marine litter along the northern Java Coast. This will be done by analysing the quantity and composition of debris during the northwest and southeast monsoon seasons to develop effective mitigation strategies. In addition, this project will promote gender equality and social inclusion by addressing the specific needs and vulnerabilities of different groups within the community, including women, marginalised populations, and local fishermen</p> <p>To ensure the achievement of this goal, this project will develop six objectives, incorporating gender equality and social inclusion as guiding principles:</p> <p>Objective 1: Develop an enabling environment for project implementation (including site visit; Activity 1: A1) Objective 2: Develop extensive ridge-to-reef debris profiling (A2, A3) Objective 3: Quantify river-based terrestrial and coastal debris seasonality through hydro-dynamic and geospatial modelling (A4-A7). Objective 4: Quantify the impacts of marine debris on marine fisheries' productivity (A8-A9). Objective 5: Develop a system dynamic model to link marine debris and fisheries productivity, leading to debris mitigation strategies (A10-A11). Objective 6: Build community capacity for coastal debris mitigation (A12).</p> <p>This interdisciplinary project investigates the complex interplay of biophysical and social factors influencing marine debris. It leverages the collaboration of Indonesian and Australian researchers and actively engages with local stakeholders and communities to improve waste management in terrestrially connected aquatic environments. By prioritising gender equality and social inclusion, the project ensures its benefits reach all community members.</p>
<p><b><u>Resources, budget and achievability:</u></b></p> <p>We co-designed a strategic plan focused on optimising resources, fostering partnerships with organisations possessing complementary expertise, mapping necessary skills, and aligning activities with our objectives. This was done to avoid redundant activities, double funding, and potential mismatches of expertise. To ensure effective project implementation and the achievement of its objectives within the allocated budget and timeframe, we have developed a framework to be executed over two years. This structured approach and establishing clear milestones will enable efficient progress monitoring and ensure a coherent alignment between project activities and goals.</p> <p>The project framework is organised into the following four-step milestones to ensure target-oriented execution:</p> <ul style="list-style-type: none"><li>• <b>Capture</b>– the scale of the issue: (Objective 1, 2)</li><li>• <b>Comprehend</b> –the process and mechanism underpinning the issue: (Objective 3 and 4)</li><li>• <b>Conduct</b>–actions to resolve the issue: (Objective 5)</li><li>• <b>Continue</b> ensuring the generated outcomes: (Objective 6)</li></ul> <p>The requested funding is sufficient to carry out the milestones to cover the direct costs associated with the 13 key research activities needed. We are fortunate to have secured in-kind contributions from our esteemed partners, which will further enhance the project's scope and impact. The additional funding will enable us to delve into new research areas and build upon our existing work.</p> <p>Our project aligns closely with current policy priorities and aims to foster greater understanding and adoption of</p>

sustainable marine biodiversity practices in Indonesia. We anticipate achieving significant outcomes over the next two years by leveraging our previous experiences in research methodologies, partnerships, and networking. The project will involve a team of at least three senior Australian academics and six key researchers from five major Indonesian institutions. Coupled with the potential to benefit over 200 direct research beneficiaries, this project will generate a lasting and positive impact on marine biodiversity conservation in Indonesia.

**Feasibility statement:**

Our proposed project and associated impacts are feasible and achievable for several reasons. First, the project is designed to leverage previous experiences, work, resources, and datasets. Second, the composition of teams, both principal and partners, represent a supporting and empowering partnership to achieve cost-effective project implementation, supported by methodological clarity and impact achievement strategies. Third, the co-designed proposed project is supported by an interconnected **timeline, budget allocation, outlined activities, and measurable and specific outputs and deliverables, adjusted to institutional resources.**

**Proposed Research location:**

**Research location in Indonesia province**

Jawa Timur

**Research location in Australia State**

Queensland

**Partnership suitability:**

The project team is a consortium of one Australian university (The University of Queensland, UQ), three Indonesian universities (UM, UKP, UB), Indonesia's National Research and Innovation Agency (BRIN), and support from Indonesia's directorate from the Ministry of Marine and Fisheries (DKP), and support from an NGO focusing on river waste clean-up (Ecotone).

The Indonesian and Australian organisations will jointly lead the project to ensure the achievement of each milestone (Capture, Comprehend, Conduct, and Continue). This agreed partnership will allow smooth project management is as follows:

- UQ, which is centred on the water resource research centre, will lead the **"Capture"** milestone, which UM-UB will support.
- In the **"Comprehend"** milestone, BRIN will co-lead with UB, leveraging their geospatial and marine research expertise, while UM and UQ will strengthen the terrestrial-based modelling.
- UKP will lead the **"Conduct"** milestone through experience in system dynamic modelling to translate the research with community engagement and deliver discussion and dialogues, utilising the findings from previous milestones, leading to options to reduce terrestrial and marine debris.
- To ensure continuity in the **"Continue"** milestone, UM, which leads Indonesia's education focused universities, will lead the work to build capacity for community-based debris mitigation.

**Partnership potential:**

*The project is feasible to create innovative knowledge and potential benefits for locals due to several reasons:*

1. The project is supported by organisational diversity (academia, agencies, government, and community), enabling the share of unique experiences, expertise, and resources towards agreed objectives.
2. The project employs an integrative approach combining physical-based assessment, spatiotemporal modelling, and participatory observation. This approach will enable deeper comprehension of the issues and greater acceptance and engagement from the community. Hence, the project will be able to develop tailored activities to address the issues.
3. The project involves numerous capacity-building activities tailored for organisational partners and local communities (e.g. a workshop showcasing the system dynamic modelling, debris monitoring training for targeted primary groups, and fortnightly meetings to discuss project development and share ideas among partners). It is expected to increase understanding of the issues from multiple perspectives and build awareness to mitigate the effects from debris to aquatic ecosystems and the livelihoods.
4. The project develops a simple yet innovative and rich model platform for early debris warning system assisting the local beneficiaries in deepening their understanding of the issues and stimulating the community to initiate actions leading to terrestrial and marine debris mitigation.

### **Impact strategy:**

The project will deliver its impact by equipping communities and governments with better information and understanding of the complex relationships between marine debris, community behaviour, and natural systems. The project will be facilitated by data-driven platforms for debris mitigation, leveraged through solid partnerships between UQ, UM, BRIN, UKP, and UB. Further strengthened by robust community and stakeholder engagement, this initiative will enable scaling research findings to broader regions, fostering more effective and widespread solutions.

The transformational impact strategies guided by inclusive partnership will be developed through the following:

- **Evidence-based debris mitigation strategies** through the comprehensive debris profiling built from the diversity of expertise of the team and extensive fieldwork and assessment, implemented in generated platforms applicable to the study area.
- **Societies and local stakeholders are informed and engaged** in understanding the complex relationship between debris, its societal and environmental drivers, and its harmful effects on fisheries ecosystem productivity. Such engagement will be accomplished through participatory events and engagement activities, using system dynamics modelling based on the theory of change, capacity-building activities and tailored training to meet community needs

### **Stakeholder plan:**

Our project incorporates a strategic plan for stakeholder engagement to maximise impact throughout its lifecycle. Two critical milestones, "Conduct" and "Continue," are designed to translate research into actionable outcomes and strengthen public outreach based on findings from the initial milestones. We will begin with a scoping and inception workshop to identify and map critical stakeholders, focusing on those most relevant to the project's success. Our process ensures engagement with the actors who can contribute to, and benefit from, the project most effectively.

To ensure meaningful engagement that is sustained, we will create milestone-specific activities that foster collaboration, namely:

- **Conducting scope determination and inception workshops** to map and prioritise key stakeholders at the project's initial stage;
- **Developing milestone-specific activities** that promote collaboration, such as participatory sampling, focused discussions on the development and testing of a debris monitoring platform, and joint problem-solving; as well as
- **Channelling information** through continuous project updates, evaluation workshops, and focus group discussions.
- **Dissemination of findings** will be supported by developing accessible information platforms, such as debris mapping models and tailored learning materials.

These efforts will create a feedback loop, enabling stakeholders to actively contribute to project refinement and scalability, ensuring a broader and longer-lasting impact.

### **Implementation capacity for impact:**

The main expected impacts from our project include evidence-based debris mitigation strategies (Impact 1: Im1) and informed and connected societies and local stakeholders (Im2). With the following responsibilities:

- **UQ Sustainable Mineral Institute** and **UM Dept of Geography** will co-lead the overall project implementation.
- **UQ** will also lead the scoping and inception activities (A1) and the watershed and hydrological modelling activities that will help to understand debris pathways and connectivity (A2, A5, A7). UQ will support the translation of Im1.
- **UM** will also co-lead with **UB Dept of Fisheries and Marine Resources Utilization** in developing marine debris profiling, coastal morphology assessment, ridge-to-reef drivers for debris generation (A2, A6, A10, and leading to translation Im1). In addition, UM will lead the capacity building aspect (A12 and translation of Im2)
- **BRIN Center of Geomatics** will lead the development of debris monitoring platforms (A4 and A7).
- **UB** will lead the impact quantification on fisheries productivity (A3, A8, A9; Im1).
- **UKP Engineering** and **UM** will co-lead the system thinking and system dynamic modelling for debris mitigation options based on the developed debris monitoring model and findings from fields through community engagement supported by **DKP** and local NGO: **Ecotone** (A10, A11; to support Im2).

### **GEDSI responsiveness:**

Gender Equality Marker: Sensitive  
Disability Inclusion Marker: Sensitive  
Social Inclusion Marker: Sensitive

### **GEDSI-responsive research design and goals**

Our project recognises the importance of GEDSI and is committed to the GEDSI-sensitive goals. We aim at equality among men and women partnership. Five project members (Dr. Ike Astuti-UM, Dr. Lorna Hernandez, Dr. Amelia Wegner, and Dr. Nevenka Bulovic -UQ, and Dr. Syarifah-UB) reflect women's roles in the project. We also commit to considering differing societal groups included in varying engagement and participation during the project implementation.

We deliver the GEDSI response plans by including women and vulnerable groups in the stakeholder engagement, data collection process, and capacity-building for society. We recognise the potential differential impacts of debris on fisheries' productivity and household-based work division affecting waste management, leading to debris generation in riverine systems. To ensure the on-target GEDSI plans, we refer to the Australia DFAT GEDSI Good Practice Note and FAO Policy on Gender Equality 2020-2030.

### **GEDSI-responsive methods and processes**

The GEDSI plans in our project will be manifested throughout the project's key activities, from the beginning to the end of project delivery. It includes:

- **GEDSI-sensitive monitoring and evaluation framework:** We will include GEDSI groups, such as women and vulnerable communities in major project activities such as scoping and inception. We also welcome women's engagement from representative key stakeholders in agencies and government.
- **Data collection and analysis:** we recognise the importance of gender-sensitive analysis in gender-disaggregated data collection instruments such as questionnaires, interviews, technology development, and deployment. We will include equal distribution of women's representation in these activities if possible. However, variations are expected between different social systems.
- **Participatory and empowerment:** Varying participatory events will be carried out, ranging from inception, workshop, and FGD to developing system dynamic modelling. In addition, we will include GEDSI groups (women fisher traders and senior fishermen) as part of the community's capacity building targets, such as training to participate in debris mapping model and validation, hotspot identification, and system dynamic modelling for debris mitigation.

### **GEDSI-responsive outcomes and impact strategies**

GEDSI-responsive outputs include:

- **GEDSI plans** where project activities are also intended to raise the awareness of GEDSI, mainly the researchers, stakeholders, and students engaged in the projects.
- **Increased participation and empowerment of women and other GEDSI groups**, especially in decision-making and debris management. It will include inclusive capacity-building programs that provide skills training for women and disabled individuals to interpret remote sensing models, UAVs, and GIS technologies.
- **Innovation delivery:** We understand that the acceptance and utilisation of the technological platform will be affected by the roles of different groups. GEDSI groups will be included in the system dynamic modelling for debris mitigation, equal access to debris modelling tools development and validation, and targeted GEDSI components in capacity building.

The intended outcome of our project is that, by embracing GEDSI, we aim to achieve transformative impacts of the project, advancing debris management and mitigation strategies that support the sustainability of fisheries productivity.

## Annex 2. Detail Activity Budget / Rincian Anggaran Kegiatan

Attach the agreed budget proposal / Lampirkan proposal anggaran yg telah disetujui.

GRANT APPLICATION DETAILED BUDGET												
1a. Australian Principal Organisation:		The University of Queensland										
1b. Indonesian Principal Organisation:		Universitas Negeri Malang										
2. Partner Organisation(s):		BRIN Pusat Riset Geoinformatika, Universitas Christan Petra, Universitas Brawijaya, Direktorat Jenderal Pengelolaan Kelautan dan Ruang Laut										
3. Research Title:		Mitigating Marine Debris to Enhance Fisheries Productivity in the Java's Northern Coasts										
4. Grant Period:		January 2025 - November 2026										
5. Total Budget (AUD)		\$ 245,874										
Total Budget (IDR)		Rp 908,980,800										
1. Personnel Costs												
This category encompasses salaries and wages for individuals engaged for the entire project's duration. This includes various roles such as advisers, experts, directors, project leads/managers, principal investigators, lead researchers, researchers, assistants, technical support staff, and finance or administrative officers.												
Note that for people engaged temporarily for the sole purpose of supporting a specific activity should NOT be accounted for under this category. For example: resource persons, facilitators, translators, resource persons, enumerators, service providers												
Name of Personnel	Position Title	Unit Cost/Salary Rate (AUD)	Unit Cost/Salary Rate (IDR)	No. of person	Duration		Frequency		Level of Effort	Total Cost (AUD) if budget is expended by the Australian Principal Organisation	Total Cost (IDR) by the Indonesian Principal Organisation - Approved by BRIN	Indicative Partner Contribution (if any) valued in AUD
					No.	Unit	No.	Unit				
<b>BRIN's Fund Component</b>												
to be recruited		BRIN RA	2,5	0	2	600	hour	1	times	100%	3,000	
<b>Ecoton 3,12 Fund Component</b>												
Dr. Daru Setyorini		Community Development	1,100		1	18	month	1	time	20%	3,960	
<b>University of Queensland Fund Component</b>												
Prof. Neil McIntyre		Australian Principal Investigator	268,440		1	0.10	year	1	time	100.0%	26,844	
Dr. Lorna Hernandez-Santin		Australian Principal Investigator	163,271		1	0.17	year	1	time	100.0%	27,756	
Dr. Amelia Wenger		Australian Senior Researcher	200,080		1	0.18	year	1	time	100.0%	36,014	
Dr. Nevenka Bulovic		Australian Researcher	152,754		1	0.15	year	1	time	100.0%	22,913	
<b>Universitas Brawijaya's Fund Components</b>												
to be recruited		UB - RA's	5,4	54,000	2	400	hour	1	times	100%	4,320	
<b>Universitas Kristen Petra (UCP) fund components</b>												
to be recruited		UCP's RAs	4,3	43,200	2	500	hours	1	times	100%	4,300	
<b>Universitas Negeri Malang Fund Component</b>												
to be recruited		UM - RA's	3,6	36,000	3	600	hours	1	times	100%	6,480	
to be recruited		UM - Research administrator	8,0	2,400,000	2	60	days	1	times	100%	960	
Sub-Total Personnel Cost											136,548	
2. Ethics Clearance/Research Permit and Visa												
- All KONEKSI Collaborative Grants, including those involving Indonesian nationals, must obtain BRIN ethics clearance and research permits. BRIN administers both ethics clearance and permits as part of a single process. Ethics clearance is granted for the entire research project (no cost involved), while research permits are issued individually to all listed project participants (IDR 5,100,000/ foreign researcher involved). Indonesian nationals should submit ethics clearance, as permits are not issued to them. Please ensure that sufficient funds are allocated for this purpose.												
- In this category, visa fees are allocated for Australian or Indonesian project personnel to conduct research projects or project coordination meetings in either country. Visas for other purposes, such as attending conferences or promoting the project's results in a third country, should be allocated to the respective activities under Section 3. Research Project Activities or Section 4. Research Translation/Impact.												
Description	Unit Cost (AUD)	Unit Cost (IDR)	No. of person/infantititution	Duration		Frequency		Level of Effort	Total Cost (AUD) if budget is expended by Australian Principal Organisation	Total Cost (IDR) by the Indonesian Principal Organisation - Approved by BRIN	Indicative Partner Contribution (if any) valued in AUD	
				No.	Unit	No.	Unit					
<b>University of Queensland Fund Component</b>												
e-VOA: Visa - Australian partners (inception)		50		2	1	visa	1			100		
Sub-Total Ethics Clearance, Research Permit, and Visa											100	
3. Research Project Activities												
- This category encompasses all key activities that you plan to conduct to achieve the project's objective and should be in alignment with the implementation plan you have outlined in the technical proposal												
- This category should include all costs necessary to complete the associated activities, such as consultant/resource person/subject matter expert fees, meeting packages and meals, equipment and supplies, hotels, travel, travel-related costs, communications, and other reasonable and allowable expenses												
- Ensure that the proposed budget allocates funds in a manner that considers the needs and rights of all individuals (gender, age, race, disability, or regions) by providing sufficient reasonable accommodation to promote equitable inclusion.												
3.1. Develop an enabling environment for project implementation (scoping and inception workshop, mid-term progress meeting workshop, final meeting workshop)												
Description	Unit Cost/Rate (AUD)	Unit Cost/Rate (IDR)	No. of person/unit	Duration		Frequency		Level of Effort	Total Cost (AUD) if budget is expended by Australian Principal Organisation	Total Cost (IDR) by the Indonesian Principal Organisation - Approved by BRIN	Indicative Partner Contribution (if any) valued in AUD	
				No.	Unit	No.	Unit					
<b>University of Queensland Fund Component</b>												
<b>Inception workshop (Total 15 pax: 2 AUD, 2UM, 1BRIN, 1UCP, 1UB, 1ECT, 2DKP, 5 Stakeholders)</b>												
Fullboard Meeting package (include accommodation, meals and facilities) -		160		5	1	day	1	room	100%	800		
Fullboard Meeting package (include accommodation, meals and facilities) -		160		10	3	day	1	room	100%	4,800		
Half per diem - stakeholders		14		5	2	day	1	pax	100%	140		
Half per diem - Indonesian researchers		14		8	3	day	1	pax	100%	336		
Local transport for participants from the province who do not live in Malang (2		23		7	2	day	1	pax	100%	322		
Return airfare (Indonesian partners from outside province - 1 BRIN, 2 DKP)		267		3	1	time	1	roundtrip	100%	801		
Malang airport shuttle for participants from outside province (1 BRIN, 2 DKP)		25		3	2	time	2	roundtrip	100%	300		
Malang airport shuttle Australian partners to and from Malang Airport		25		2	1	time	2	roundtrip	100%	100		
Accommodation Australian Partners for date of arrival, date of departure and period		150		2	5	night	1	pax	100%	1,500		
<b>Post-Workshop - Site Visit Assessment Stakeholders</b>												
Per diem (Indonesian partners) (2 UM, 1UB, 1 ECT/UCP)		41		5	4	day	1	unit	100%	820		
Per diem during site visit - Australian Partners		115		2	4	day	1	unit	100%	920		
Accommodation (Australian partners)		150		2	4	night	1	room	100%	1,200		
Accommodation (Indonesian partners)		120		5	4	night	1	room	100%	2,400		
Car rental for AUS and IND researchers during site visit, inclusive of fuel		200		1	4	day	2	unit	100%	1,800		
Boat rental (standard boat) with local guide - downstream areas		203		1	1	day	2	unit	100%	406		
Life jacket rental for downstream areas		26		7	1	time	1	unit	100%	182		
<b>Visit Package for Australian Partners</b>												
Per diem during travel days (2 half days) (Outbound - Inbound) and period between		115		2	4	day	1	unit	100%	920		
Return airfare (Australian partners; inception)		2,800		2	1	airfare	1	time	100%	5,600		
Airport taxi within Australia		150		2	2	time	1	roundtrip	100%	600		
Medical expenses - Australian partners (inception)		500		2	1	time	1	time	100%	1,000		
<b>Universitas Negeri Malang Fund Components</b>												
<b>Engagement activity Mid-term meeting (in UCP campus)</b>												
<b>Participants (15 = 7 Researchers, 3 RA, 5 Stakeholder)</b>												
<b>Researchers (7 people + 3 from UCP)</b>												

Field monitoring assistant		80,000	4	20	days	2	sites	100%			12,800,000	
Fieldwork - sampling board		10,600	16	1	meter	4	pieces	100%			678,400	
Fieldwork equipment - Current meter rents		250,000	1	8	days	1	trip	100%			2,000,000	
Fieldwork - mesh wire 0.5 x 0.5 mm		260,000	1	1	times	2	rolls	100%			520,000	
Fieldwork - mesh wire 2.5 x 2.5 mm		305,000	1	1	times	2	rolls	100%			610,000	
Fieldwork - drone rent		1,500,000	2	1	days	4	sites	100%			12,000,000	
Fieldwork -equipment and samples container 50 L		232,000	4	1	piece	1	times	100%			928,000	
Fieldwork - water proof footwear		120,000	4	1	pair	1	times	100%			480,000	
Fieldwork - water proof wearpack		192,500	4	1	pair	1	times	100%			770,000	
Fieldwork equipment - hand gloves		48,000	10	1	pieces	1	times	100%			480,000	
Fieldwork equipment - boat rents		1,000,000	2	2	day	2	sites	100%			8,000,000	
Per diem - researchers		410,000	4	5	days	2	sites	60%			9,840,000	
Car rents for travel during field work		1,000,000	1	1	car	10	days	100%			10,000,000	
Accommodation during fieldwork		650,000	4	4	days	2	sites	100%			20,800,000	
Survey consumables (kertas HVS)		36,450	1	2	rim	1	times	100%			72,900	
<b>Sub-Total Activity 3.6</b>										2,170	80,283,300	
<b>3.7. Develop predictive spatiotemporal models and reporting tools for debris flows and accumulation in riverine and coastal systems using remote sensing approaches (DAS Brantas)</b>												
Description	Unit Cost/Rate (AUD)	Unit Cost/Rate (IDR)	No. of person/unit	Duration		Frequency		Level of Effort	Total Cost (AUD) if budget is expended by Australian Principal Organisation	Total Cost (IDR) by the Indonesian Principal Organisation - Approved by BRIN	Indicative Partner Contribution (if any) valued in AUD	
				No.	Unit	No.	Unit					
<b>BRIN's Fund Component</b>												
Survey consumables:		750,000	5	1	piece	1	times	100%			3,750,000	
Survey consumables:		636,000	5	1	piece	1	times	100%			3,180,000	
Portable data storage		860,000	7	1	piece	1	times	100%			6,020,000	
Per diem for field survey		410,000	5	5	days	2	sites	100%			20,500,000	
Air travel return JKT - SBY		2,674,000	5	1	return	2	sites	100%			26,740,000	
Air shuttle to cities		300,000	5	1	return	2	sites	100%			3,000,000	
Car rent during the fieldwork		1,000,000	1	5	days	2	sites	100%			10,000,000	
Accommodation during fieldwork		650,000	5	4	days	2	sites	100%			26,000,000	
<b>Sub-Total Activity 3.7</b>											99,190,000	
<b>3.8 Characterize the linkage between macro debris and micro debris and examine micro debris contamination on fish organs along the coastal (DAS Brantas)</b>												
Description	Unit Cost/Rate (AUD)	Unit Cost/Rate (IDR)	No. of person/unit	Duration		Frequency		Level of Effort	Total Cost (AUD) if budget is expended by Australian Principal Organisation	Total Cost (IDR) by the Indonesian Principal Organisation - Approved by BRIN	Indicative Partner Contribution (if any) valued in AUD	
				No.	Unit	No.	Unit					
<b>Universitas Brawijaya's fund components</b>												
Fieldwork equipment Travis net		1,980,000	2	1	pc	1	sites	100%			3,960,000	
Fieldwork equipment - boat rent		1,500,000	1	2	days	4	sites	100%			12,000,000	
Fieldwork equipment - cooler box		578,000	1	1	box	4	sites	100%			2,312,000	
Equipment rent : Mikroskop BX-53		75,000	1	75	hours	1	times	100%			5,625,000	
Equipment rent: Scanning Electron Microscope		400,000	1	24	days	1	times	100%			9,600,000	
Equipment rent: Sieve shaker		67,500	1	10	days	1	times	100%			675,000	
FTIR analysis		300,000	1	60	sample	1	year	100%			18,000,000	
Equipment rent: Vacuum pump		5,000	50	1	year	2	times	100%			500,000	
Equipment rent: Oven		5,000	2	48	hours	2	times	100%			960,000	
Nitrocellulose Membran 0.45 µm		2,840,000	1	1	year	1	times	100%			2,840,000	
Sodium Iodida		3,280,000	1	1	year	1	times	100%			3,280,000	
KOH 1000 gr Merck		700,000	2	1	sets	1	times	100%			1,400,000	
H2O2 30 % Merck 1L		2,150,000	2	1	sets	1	times	100%			4,300,000	
Aluminium foil		22,000	10	1	box	1	times	100%			220,000	
Stainless Steel Dia. 25cm various size		500,000	6	1	year	1	times	100%			3,000,000	
Plankton net		480,000	2	1	piece	1	times	100%			960,000	
Hand gloves		37,500	5	1	piece	1	times	100%			187,500	
Plastic sampel		1,000	57	1	box	1	times	100%			57,000	
Cosumnables kertas 1 rim		43,500	1	2	rim	1	times	100%			87,000	
Aquades 20 L		125,000	8	1	container	1	times	100%			1,000,000	
Per diem		410,000	3	2	days	4	sites	60%			5,904,000	
Car rent for fieldwork		1,000,000	1	3	days	4	trips	100%			12,000,000	
Accommodation during fieldwork and observation		850,000	3	2	days	4	times	100%			15,600,000	
Enumerator fee		80,000	5	10	days	4	times	100%			16,000,000	
<b>Sub-Total Activity 3.8</b>											120,467,500	
<b>3.9. Examine the differentiated impacts of micro debris on fisheries livelihood (DAS Brantas)</b>												
Description	Unit Cost/Rate (AUD)	Unit Cost/Rate (IDR)	No. of person/unit	Duration		Frequency		Level of Effort	Total Cost (AUD) if budget is expended by Australian Principal Organisation	Total Cost (IDR) by the Indonesian Principal Organisation - Approved by BRIN	Indicative Partner Contribution (if any) valued in AUD	
				No.	Unit	No.	Unit					
<b>Universitas Brawijaya's fund components</b>												
Compensation for in-depth interviews	8	150,000	20	7	locations	1	times	100%	1,120			
Enumerators for participatory activities		80,000	6	2	locations	8	days	100%			7,680,000	
Car rent for interviews and participatory activities		1,000,000	1	4	days	1	trip	100%			4,000,000	
Per diem for fieldwork, interviews, participatory		410,000	3	4	days	1	trip	60%			2,952,000	
Accommodation during fieldwork and observation		650,000	3	3	days	1	times	100%			5,850,000	
<b>Universitas Negeri Malang Fund Components</b>												
Compensation for in-depth interviews	8	150,000	20	7	locations	1	times	100%	1,120			
Enumerators for participatory activities		80,000	6	15	days	1	time	100%			7,200,000	
Car rent for interviews and participatory activities		1,000,000	1	4	days	1	trip	100%			4,000,000	
Per diem for fieldwork, interviews, participatory		410,000	4	4	days	1	trip	60%			3,936,000	
Accommodation during fieldwork and observation		650,000	4	3	days	1	times	100%			7,800,000	
<b>Sub-Total Activity 3.9</b>									2,240		43,418,000	

3.10. Increasing the capacity of Indonesia's researchers to leverage system dynamic modelling (Surabaya)												
Description	Unit Cost/Rate (AUD)	Unit Cost/Rate (IDR)	No. of person/unit	Duration		Frequency		Level of Effort	Total Cost (AUD) if budget is expensed by Australian Principal Organisation	Total Cost (IDR) by the Indonesian Principal Organisation - Approved by BRIN	Indicative Partner Contribution (if any) valued in AUD	
				No.	Unit	No.	Unit					
<b>Universitas Kristen Petra (UCP) fund components</b>												
Activity will now instead be on UCP campus - Surabaya Participants: all partners (9 people - 2UM, 1UB, 4UCP, 1BRIN, 1ECT)												
Expert consultancy	180	1,800,000	1	2	sessions	1	time	100%	360			
Air travel researchers outside province (1BRIN)		2,674,000	1	1	return	1	times	100%		2,674,000		
Shuttle to airport for researchers from Jakarta (BRIN, DKP)		300,000	1	1	return	1	times	100%		300,000		
Local transport researcher from Gresik (1 px)		170,000	1	1	trip	2	times	100%		340,000		
Local transport researchers from Malang (3 px)		170,000	3	1	trip	2	times	100%		1,020,000		
Local transport (1 researcher + 3 RA) from Surabaya (4px)		150,000	4	1	trip	2	times	100%		1,200,000		
Per diem for Indonesian researchers outside Surabaya		410,000	5	1	person	2	days	100%		4,100,000		
Per diem for Indonesian researchers Surabaya		150,000	4	1	person	2	days	100%		1,200,000		
F&B for participants		72,000	18	1	person	2	days	100%		2,592,000		
Accommodation for Indonesian researchers outside Surabaya		750,000	5	1	room	2	days	100%		7,500,000		
Subscription fee for Stella software for two months		8,000,000	1	1	time	1	times	100%		8,000,000		
<b>Sub-Total Activity 3.10</b>									<b>360</b>	<b>28,926,000</b>	<b>-</b>	
<b>3.11. Develop a system dynamic model to model the linkage between marine debris and its impact on fisheries leading to debris mitigation strategies (DAS Brantas)</b>												
Description	Unit Cost/Rate (AUD)	Unit Cost/Rate (IDR)	No. of person/unit	Duration		Frequency		Level of Effort	Total Cost (AUD) if budget is expensed by Australian Principal Organisation	Total Cost (IDR) by the Indonesian Principal Organisation - Approved by BRIN	Indicative Partner Contribution (if any) valued in AUD	
				No.	Unit	No.	Unit					
<b>Universitas Kristen Petra (UCP) fund components</b>												
GMB-1 toolkits - participants	10	100,000	20	1	package	1	times	100%	200			
GMB-2 toolkits - participants	10	100,000	20	1	package	1	times	100%	200			
Stationery for researchers (consumables for workshops)	184		1	1	package	1	time	100%	184			
<b>Data collection for CLD model development</b>												
Semi-structured interviews compensation in coastal areas		80,000	50	1	time	2	location	100%		8,000,000		
Enumerators/ field assistant		80,000	6	16	days	2	locations	100%		15,360,000		
<b>Engagement for CLD Development - participants</b>												
Local transports for participants		150,000	20	2	days	1	location	100%		6,000,000		
Enumerators/ field assistant		80,000	6	16	days	1	locations	100%		7,680,000		
F&B for participants (20x3)		72,000	60	1	time	1	location	100%		4,320,000		
<b>Engagement for CLD Development - UCP researchers</b>												
Local transports for researchers (1 R + 3 RA)		150,000	4	2	days	1	location	100%		1,200,000		
F&B for researchers		72,000	4	2	days	1	location	100%		576,000		
Per diem for researchers		410,000	4	2	days	1	location	100%		3,280,000		
<b>Meeting for CLD validation- participants</b>												
Local transports for participants		150,000	20	2	days	1	location	100%		6,000,000		
F&B for participants only		72,000	20	2	days	1	location	100%		2,880,000		
<b>Engagement for CLD validation - all researchers</b>												
<b>Researchers outside province (1BRIN, 2DKP)</b>												
Air travel for researchers from Jakarta (1BRIN,2 DKP)		2,674,000	3	1	return	1	times	100%		8,022,000		
Shuttle to airport for researchers from Jakarta (1BRIN, 2DKP)		300,000	3	1	return	1	times	100%		900,000		
Local transports Malang/Gresik to Surabaya (2UM, 1UB, 1 ECT)		228,000	4	1	trip	2	times	100%		1,824,000		
Local transport Surabaya (5UCP)		150,000	5	1	trip	2	times	100%		1,500,000		
Accommodation for Indonesian researchers outside Surabaya		750,000	7	1	room	2	location	100%		10,500,000		
Per diem for Indonesian researchers outside Surabaya		410,000	7	1	days	2	days	100%		5,740,000		
F&B for all researchers		72,000	12	1	times	2	days	100%		1,728,000		
<b>Sub-Total Activity 3.11</b>									<b>584</b>	<b>85,510,000</b>	<b>-</b>	
<b>3.12. Empowering local communities and practitioners for monitoring, collecting, and reporting of terrestrial and coastal debris (DAS Brantas)</b>												
Description	Unit Cost/Rate (AUD)	Unit Cost/Rate (IDR)	No. of person/unit	Duration		Frequency		Level of Effort	Total Cost (AUD) if budget is expensed by Australian Principal Organisation	Total Cost (IDR) by the Indonesian Principal Organisation - Approved by BRIN	Indicative Partner Contribution (if any) valued in AUD	
				No.	Unit	No.	Unit					
<b>Ecoton 3.12 Fund Component</b>												
<b>setting up segregated waste collection system on land</b>												
construction material - steel canopy		50,000	96	1	time	1	meter		4,800			
waste bin 25kg	4.2	42,000	190	4	site	1	piece		3,192			
<b>establish river litter patrol team</b>												
outdoor field jacket	11.8	118,000	10	1	person	1	piece		118			
boot field shoes	12.2	122,000	10	1	person	1	pair		122			
sample analysis	60.0	600,000	24	1	sample	1	set		1,440			
field assistant	6.0	80,000	41	1	days	1	person		328			
coastal waste audit community event		150,000	30	2	site	1	time	100%		9,000,000		
local transportation		170,000	1	15	site	1	time	100%		2,550,000		
accommodation		750,000	1	15	site	1	time	100%		11,250,000		
stationary (consumables) - box container		142,000	1	1	package	1	time	100%		142,000		
Enumerator lapang		80,000	1	1	time	10	day	100%		800,000		
<b>Sub-Total Activity 3.12</b>									<b>10,000</b>	<b>23,742,000</b>	<b>-</b>	
<b>4. Research Translation/Impact</b>												
This category covers all expenses related to communicating your research throughout your project cycle to achieve impact. For example: development of communication products/ modules/ multimedia; participation in conferences/publications.												
Description	Unit Cost/Rate (AUD)	Unit Cost/Rate (IDR)	No. of person/unit	Duration		Frequency		Level of Effort	Total Cost (AUD) if budget is expensed by Australian Principal Organisation	Total Cost (IDR) by the Indonesian Principal Organisation - Approved by BRIN	Indicative Partner Contribution (if any) valued in AUD	
				No.	Unit	No.	Unit					
<b>Universitas Negeri Malang Fund Components</b>												
Video design, editing, creation	80	800,000	1	5	minutes	2	themes	100%	800			
Expert consultancy	180	1,800,000	1	2	hours	2	time	100%	720			
Final meeting workshop (in Surabaya)												
Participants (19 = 2UM, 1UB, 5UCP, 1BRIN, 1DKP, 1ECT, 8Stakeholder)												



### Annex 3. Team Member / Anggota Tim

Attach the team member based on the agreed proposal / Lampirkan tim pelaksana sesuai dengan proposal yang telah disetujui.

No.	Name of Team Member / Nama Anggota	Position / Jabatan	Level of Effort (Optional) / Jumlah Input
	Prof. Neil McIntyre	Australian Principal Investigator	
	Dr. Lorna Hernandez-Santin	Australian Principal Investigator	
	Dr. Amelia Wenger	Australian Senior Researcher	
	Dr. Nevenka Bulovic	Australian Researcher	
	Dr. Bagus Setiabudi Wiwoho	Indonesian Principal Investigator	
	Dr. Miftahul Huda	Direktorat Jenderal Pengelolaan Kelautan dan Ruang Laut	
	Dr. Danang Surya Candra	Pusat Riset Geoinformatika	
	Dr. Togar Wiliater Soaloon Panjaitan	Petra Christian University	
	Dr. Syarifah Hikmah Julinda Sari	Universitas Brawijaya	
	Dr. Ike Sari Astuti	Universitas Negeri Malang	
	Dr. Daru Setyorini	Ecoton Foundation	

Note: Changing of team member must be communicated to KONEKSI Secretariat and agreed in writing

Catatan: Perubahan anggota tim wajib dikomunikasikan kepada Sekretariat KONEKSI dan disetujui secara tertulis

#### **Annex 4. Report Template/Format Laporan**

**Notes:** The Quarterly Report format is subject to modification based on task requirements. The format will be reflected in the MIS system where Partner can access directly. Login to the system will be provided to Partner

*Catatan: Format laporan Triwulanan dapat dimodifikasi sesuai dengan kebutuhan aktivitas. Format tersebut akan tercermin dalam sistem MIS yang dapat diakses oleh Mitra secara langsung. Login ke system akan diberikan kepada Mitra*

## SCHEDULE 2

### PARTNERSHIP FINANCIAL GUIDELINE

This guideline has also been provided in the budget template to assist the grant applicants in developing their financial proposals.

#### Overview

##### Grant Mechanism

The grant provided to partners will follow the fixed amount award (FAA) mechanism that focuses on verifiable outputs, results, outcomes, or milestones and deliverables.

##### FAA Key Information:

**Focus on results:** the value of the grant to the partner is based on a fixed pre-determined amount, and payment is not based on the actual costs incurred by the partner. The partner accountability is based primarily on performance and results. This approach provides partners with flexibility to manage grants within their internal financial systems, following auditable accounting standards, and reduces the need for extensive financial reporting.

**Less reporting requirements:** The FAA mechanism aims to reduce administrative burdens on partners by streamlining and simplifying processes, typically requiring fewer reporting obligations. This allows recipients to concentrate more on project implementation.

Requires additional preliminary work, which includes:

1. Assessing the reasonableness and fairness of the proposed budget. Each budget item must be justified, accompanied by appropriate narrative, contributing to the achievement of outputs/deliverables. This justification should be based on fair market value, bids, quotes, industry standards, or past experience with similar types of work.
2. Identifying the outputs, outcomes, or deliverables that effectively capture and document the progress towards the project's overarching objective.

##### Budgeting Principles

When preparing a financial proposal, potential partners are expected to adhere to the following principles:

**Alignment with Objectives:** Ensure that all budgeted items align directly with the project's goals and objectives. Clearly demonstrate how each cost contributes to achieving these goals.

**Budget Narrative/Budget Notes:** Provide a narrative explaining how each budgeted item supports the project's objectives. Include notes or explanations to clarify specific or unique budget items, to help KONEKSI understand the reasoning behind the numbers.

**Detailed Cost Breakdown:** Provide a detailed cost breakdown to provide a clear and transparent view of how funds will be allocated. This enhances budget precision and prevents overestimation or underestimation of costs.

**Unit Costs:** Ensure that each proposed unit cost is reasonable and in line with industry standards, norms, similar relevant projects, or other benchmarks. Substantiate these costs with supporting

documentation, such as market surveys, quotes, institutional policies, regulations, or other relevant evidence.

**Value for Money:** Design the proposed budget to ensure that the research project is cost-effective, efficient, and delivers benefits that clearly justify the costs incurred.

**Inclusive:** Ensure that the proposed budget allocates funds in a manner that considers the needs and rights of all individuals, regardless of gender, age, race, disability, or other characteristics, while providing sufficient reasonable accommodation to promote inclusion.

**Partner Contributions:** If applicable, potential partners are encouraged to include their contributions to the research project, including in-kind contributions, with a clear valuation method.

## Standard Policy and Unit Costs

The KONEKSI Financial Guideline sets standards for grant management with the primary goal of reducing disparities among partners and providing clarity to help them manage expenses related to program activities. Partners can utilise the standard unit costs outlined in this guideline if there are no established standard costs available for reference.

### 1. Unallowable Costs

Unallowable costs refer to expenses that are not permitted to be charged to project supported by KONEKSI and deemed inappropriate because they do not directly relate to the project or are not considered reasonable, necessary, or allocable. KONEKSI may ask the partner to repay any costs that are deemed unallowable. Unallowable cost are as follows:

- a. Purchase or rental of existing land or buildings, including Leasing equipment and infrastructure already owned by the organisation.
- b. The cost of building construction or renovation is not permitted unless specifically agreed upon in writing.
- c. Purchase of office furniture for researchers, grant recipients, and their research team members.
- d. Acquisition of laboratory equipment or any eligible equipment funded under different research grants.
- e. Procurement of equipment, including ICT infrastructure not significantly relevant to supporting research activities and considered the partner's investment. For instance, purchasing a laptop for bookkeeping and diagnostics, but buying licensed software for research diagnostics is allowable
- f. Activities that are already commercially viable in their own right including activities that will provide a commercial advantage to the applicant (e.g. promotion of the applicant's own business)
- g. Recruiting costs for faculty, such as advertising, airfare for candidates, relocation expenses for new hires, and support for fellowships, scholarships, and stipends.
- h. Course load reduction, release time allowances, research time stipends, salary research allowances, and teaching releases if already covered by collective agreements between the partner and its partner institutions (to avoid 'double-dipping').
- i. Covering of retrospective costs or recurrent funding of activities including Consultant costs for work on grant applications and research proposals.
- j. Purchase of animals for research purposes.
- k. Acquisition of motorised vehicles.
- l. Financial costs associated with a loan or mortgage.
- m. Bank guarantee charges and similar fees.
- n. Fees related to intellectual property rights are not covered.
- o. Donations to other organisations or individuals.
- p. Costs incurred for attracting and soliciting funds from other sources.

- q. Personal expenses for members of the organisation, management, or staff.
- r. Nepotistic payments, including compensations for immediate family members of partner staff/management.
- s. Double payments, individuals or organisation cannot receive payment twice from KONEKSI funds.
- t. Fraudulent payments, including dishonest or fraudulent expenses, are strictly prohibited and may result in contract cancellation and request for repayment.
- u. Consumption costs for internal staff meetings.
- v. Expenses such as gifts for staff, internal staff meals, entertainment costs, and unrelated travel.
- w. Staff insurance costs should be arranged by the organisation (at least BPJS employment and health insurance).
- x. Costs for activities not specified in the proposal or approved work plan and budget require prior approval from BRIN and KONEKSI before implementation
- y. Scholarships to individual student including activities undertaken by primary or high schools, including study tours, where travel by a significant number of students is the principal element of the proposal
- z. Completed projects

## 2. Allowable Costs - but with Caution

- a. Fee for BRIN Research permits. Note: A project that includes BRIN Research Organisation as a member of the consortium can apply for an exemption from this fee
- b. A limited contribution to running costs is reasonable, including a percentage of salary or overhead costs.
- c. All direct research expenses, including travel reimbursement to organisational site(s) of Australian researcher
- d. Reimbursement of travel for focus group participants
- e. Costs for software needed
- f. Data collection (videotapes, web survey preparation), preparation and coding
- g. Economy flights, modest accommodation costs, meals and travel allowances, other transport.
- h. Cost of visa to Indonesia and Australia
- i. Communication and translation
- j. Venue hire and catering
- k. Advertising and promotion, graphic design, photography and printed material
- l. Production costs, including freight and artists' wages.
- m. Conference attendance, when at least one participant from the project or meeting is speaking and the conference is of direct relevance to the grant opportunity
- n. Reasonable accommodation (including carer costs)
- o. Costs for Indonesian partners that are deemed unallowable by BRIN (Open Access, editing and publication costs, conference attendance, carer costs)

## 3. Project Personnel Salaries

All project personnel who receive payment through KONEKSI funds must maintain a valid and up-to-date contract with their respective supervisors. This contract should, at the very least, include the following information:

- a. Contract start and end dates (contract period)
- b. Position within the project
- c. Job descriptions
- d. Compensation details

e. Working hours

In order to process payments based on these staff contracts, partners are required to adhere to their own SOPs and must have, at a minimum, the following documentation to ensure accuracy and accountability:

- a. A signed and supervisor-approved timesheet
- b. Calculation of monthly compensation
- c. Compensation transfer receipt

**4. Activity Locations (safety, security, and health protocol)**

When considering the activity's location, each partner is required to ensure that the chosen meeting place:

- a. Adheres to established health and safety protocols.
- b. Provides facilities that meet friendly service standards for individuals with disabilities.

**5. Covid-1G**

- a. To actively respond to COVID-19, all partners are required to ensure that their staff and office operations strictly adhere to COVID-19 health protocols.
- b. For every activity, partners must ensure that all participants comply with the established COVID-19 health protocols.
- c. Partners must also ensure that each participant takes responsibility for their personal health, including carrying any necessary medications according to their individual health conditions.
- d. KONEKSI does not provide funding for COVID-19 health protocol compliance items such as masks, hand sanitisers, hand soap, or face shields.

**6. Transportation**

- a. Transportation Cost Methods. Partners have the flexibility to select the method for calculating transportation costs for the activities they undertake:
  - Lump Sum: providing transportation funding to travellers based on predetermined transportation cost standards, without considering evidence from the transportation service provider.
  - Actual: providing funding to travel agents based on the verified transportation expenses from the transportation service provider.

b. Standard Costs of Transportation must follow KONEKSI's policy:

- The policy for land transportation is based market rate with complete supporting document [local transport, airport transfer, short distance travel, cross province/ district/ village]
- The policy for air transportation is economy class with most direct and best rate of the day as well as using reputable airlines.
- The policy for sea and rail transportation is executive/business class.

c. Transportation Costs Disbursements and Reporting

Partners should adhere to best practices, which should be reflected in their policies and SOPs, when disbursing and reporting transportation costs to ensure transparency and accountability.

d. Transportation Costs for Caregivers/ Assistants

- KONEKSI partners can cover the expenses for land, sea, or air transportation, accommodation, and sustenance for the children of workshop participants and their caregivers if the child is under the age of 2 years.
- KONEKSI partners can cover the expenses for the assistants of participants with disabilities, including costs for land, sea, or air transportation, accommodation, and necessary sustenance.

## 7. Accommodation

- a. Accommodation must follow KONEKSI Program standard:
- b. Accommodation should be in a standard or superior room type.
- c. The highest accepted hotel standard is a 4-star hotel [maximum rate per night is IDR 2.000.000/ night in Jakarta or IDR 1.500.000/ night outside Jakarta]
- d. Reimbursement of accommodation costs within the community is permissible, subject to the following conditions:
  - The community charges a reasonable accommodation fee, a practice acknowledged and accepted by the community.
  - The reimbursement amount is agreed upon by both parties and reflects a fair value.
  - The community is willing to furnish a statement or receipt for the accommodation costs, confirming the reimbursement for the stay.

## 8. Per diem

### a. Per diem Guidelines

- Per diem expenses can only be allocated for program activities that necessitate overnight stays.
- Per diem is calculated from the day of departure to the return, covering morning, afternoon, or evening.

### b. International Per diem

KONEKSI adheres to the DFAT international per diem standards. Since DFAT regulations are subject to frequent updates and each visited country has its own standards, we strongly encourage KONEKSI partners planning international travel to consult with the KONEKSI team regarding per diem standards specific to their destination.

### c. Transportation Costs Disbursements and Reporting

Partners should adhere to best practices, which should be reflected in their policies and SOPs, when disbursing and reporting per diem costs to ensure transparency and accountability.

## G. Internet Quota for Online Meetings

### a. Internet Quota Guidelines:

- Internet quota provided to participants in online (virtual) activities is given as a lump sum payment.
- Staff members already receiving a monthly internet data allowance cannot receive additional internet quota payments when participating in KONEKSI online activities, whether from partners or other KONEKSI activities. Any staff member who receives a 'double payment' for the internet quota is required to refund the excess.

### b. Standard Internet Quota Rates - if there are no established standard costs available for reference

- For half-day online activities (up to 4 hours), each participant is entitled to an internet quota payment of IDR 50,000.

- For full-day online activities (up to 8 hours), each participant is entitled to an internet quota payment of IDR 100,000.

#### Internet Quota Disbursements and Reporting

Partners should adhere to best practices, which should be reflected in their policies and SOPs, when disbursing and reporting internet quota costs to ensure transparency and accountability.

#### 10. Additional Support Staff/Event Organiser

KONEKSI partners may require additional support when organising workshops and similar events, often involving the hiring of support staff. However, KONEKSI partners must adhere to specific limitations when determining the number of additional support:

- For events with less than 30 participants allow only 1 additional support.
- For events with 30 to 50 participants, a maximum of 2 additional support is permitted.
- For events with 50 to 100 participants, a maximum of 4 additional support is allowed.
- Events exceeding 100 participants may appoint the necessary number of additional support.
- An exception to these rules applies to high-level events where a partner may opt to employ a professional "event organiser" through a procurement mechanism.

#### 11. Reasonable Accommodation

Partners are required to ensure that the proposed budget allocates funds in a manner that considers the needs and rights of all individuals by providing sufficient reasonable accommodation to promote equitable inclusion. In this context, "reasonable accommodation" refers to the necessary adjustments or provisions made by partners within their proposed budget to eliminate barriers and meet the diverse needs and rights of all individuals involved. This can encompass considerations for various factors such as gender, age, race, disability, or geographical regions. These accommodations are intended to promote equitable inclusion and ensure that all individuals have access to the same rights and opportunities as others.

#### 12. Taxes and Charges, Indemnity Insurance, and Exchange Rates

- **Taxes and Charges:** partners are expected to account for any applicable taxes or charges that may be levied on the funds received or on specific project activities. They could involve income tax, sales tax, VAT (Value-Added Tax), customs duties, or other levies that may be imposed on certain project expenses.
- **Indemnity Insurance:** this type of insurance can protect against potential losses or liabilities incurred during the project. It might include professional liability insurance, errors and omissions insurance, or other forms of coverage specific to the project activities.
- **Exchange Rate Differences:** when the grant funds are provided in a currency different from the partner's operating currency, partners should consider and account for any exchange rate differences. It is the partners' full responsibility to manage and cover any impact on project expenditures resulting from fluctuations in the exchange rate at the time the grant funds are received.

#### 13. Procurement of Goods and Services

Partners must adhere to their own procurement regulations. In cases where the Partner's SOP does not define the standard procurement mechanism, the following guidelines can be followed:

- For purchases under IDR 5,000,001, direct appointment of one vendor is allowed.
- For purchases between IDR 5,000,001 and IDR 10,000,000:

Two written offer from a vendor is required.

- For purchases between IDR 10,000,001 and IDR 100,000,000, three written vendor offers are necessary.
- Purchases exceeding IDR 100,000,000 must use the official tender process. (Partners can request facilitation from KONEKSI for conducting the official tender process).
- Partners should not 'split' a single purchase into separate orders simply to stay below the procurement threshold.

#### 14. Management of Assets

Partners must manage assets acquired through the KONEKSI grant in alignment with their own SOPs.

- Partners are responsible for recording and registering assets acquired through the KONEKSI grant using an assets register, which must be submitted to the KONEKSI secretariat.
- Partners are required to conduct annual inventory checks of assets acquired through the KONEKSI grant, updating their condition in the asset register, which is then submitted to the KONEKSI secretariat.
- Disposal of program assets acquired through the KONEKSI grant should be carried out based on approval from DFAT.

#### 15. Lost or Damaged Assets

Assets acquired through the KONEKSI grant are regulated by this policy. If an asset acquired through the KONEKSI grant is lost or damaged due to personal negligence, the responsible staff member must cover the cost. Refunds for lost or damaged assets will be based on the following criteria:

- 75% refund if lost/damaged within 12 months from the purchase date.
- 50% refund if lost/damaged after 12 months but within 24 months from the purchase date.
- 25% refund if lost/damaged after 24 months but within 36 months from the purchase date.

Important points to note:

- "Damaged" means the item cannot be repaired or is significantly and quickly damaged due to improper use.
- This policy does not apply in force majeure situations (earthquakes, floods, attacks, theft) out of the user's control. A police report must be filed and kept in the Partner's records.
- The staff member responsible must replace lost/damaged assets.
- Asset refunds should be recorded as an adjustment and funds transferred to the partner's account. Partners must also update the asset status accordingly.

### SCHEDULE 3 COWATER INTERNATIONAL'S SUPPLY CHAIN MANAGEMENT CODE OF CONDUCT

#### 1. INTRODUCTION

Cowater's supply chain to deliver our projects extends beyond our employees to include subcontractors/sub-consultants, independent consultants, grant or fund recipients, consortium partners, subcontracted construction firms and other suppliers. In this Supply Chain Code of Conduct, any outside organization or external consultant that forms part of Cowater's supply chain is referred to as a Supply Chain Party(ies) ["SCP(s)"].

Cowater maintains the highest standards of corporate ethics and conducts business in an open and honest manner, in accordance with our Code of Ethics and Professional Conduct. Cowater also actively strives to implement socially responsible supply chain and anti-corruption practices by working closely with our clients and suppliers. We expect our suppliers to operate with similar values to ours and encourage them, where necessary, to adopt similar corporate responsibility policies. The behaviours of our SCPs have a direct impact on our business and on the projects delivered to our clients. For this reason, we require our SCPs to follow Cowater's Supply Chain Code of Conduct, comply with the law, operate under internationally recognized standards, adopt ethical and compliant policies and standards of conduct, as well as implement anti-corruption practices.

In addition to adhering to (1) clauses pertaining to matters including but not limited to Anti-Corruption, Anti-Terrorism, Fraud Prevention, International Sanctions, and Conflict of Interest included within Cowater's contracts with SCPs; and (2) key client policies and standards of conduct included within Cowater's contracts with SCPs, SCPs engaged for the delivery of our projects shall be required to accept and comply with Cowater's Supply Chain Code of Conduct and Policies.

Reference is made in this document to the "Appropriate Authority". The term "Appropriate Authority" represents Cowater's Chief Executive Officer or any member of the Executive team, Human Resources, Cowater's Vice Presidents or their delegates, or Project Directors and Managers in a position to make a judgment call on next steps

### LAMPIRAN 3 PEDOMAN PERILAKU MANAJEMEN RANTAI PASOK COWATER INTERNATIONAL

#### 1. PENDAHULUAN

Rantai pasok Cowater dalam melaksanakan proyek-proyeknya bukan hanya melibatkan para karyawannya saja namun juga termasuk subkontraktor / subkonsultan, konsultan independen, penerima hibah atau dana, mitra konsorsium, firma pekerjaan konstruksi subkontrak dan pemasok lainnya. Dalam Pedoman Perilaku Rantai Pasok ini, setiap organisasi luar atau konsultan eksternal yang menjadi bagian dari rantai pasok Cowater disebut sebagai (para) Pihak Rantai Pasok ["SCP(s)"].

Cowater menjaga standar tertinggi etika perusahaan dan menjalankan usaha secara terbuka dan jujur, sesuai dengan Pedoman Etika dan Perilaku Profesional. Cowater juga secara aktif berupaya untuk menerapkan rantai pasok yang bertanggung jawab secara sosial dan praktik antikorupsi dengan bekerja secara erat bersama para klien dan pemasok kami. Kami mengharapkan pemasok kami untuk beroperasi berdasarkan nilai yang sama dengan yang kami miliki dan mendorong klien dan pemasok kami, jika diperlukan, untuk mengadopsi kebijakan tanggung jawab perusahaan yang sama. Perilaku SCPs kami berdampak langsung terhadap usaha kami dan proyek yang kami laksanakan untuk klien kami. Oleh karena itu, kami mensyaratkan SCPs kami untuk mengikuti Pedoman Perilaku Rantai Pasok Cowater, mematuhi hukum yang berlaku, beroperasi berdasarkan standar yang diakui secara internasional, mengadopsi kebijakan etika dan kepatuhan dan standar perilaku, serta menerapkan praktik antikorupsi

Selain menaati (1) ketentuan mengenai hal-hal yang termasuk namun tidak terbatas pada Antikorupsi, Antiterorisme, Pencegahan Kecurangan, Sanksi Internasional, dan Konflik Kepentingan yang tercantum dalam kontrak Cowater dengan SCPs; dan (2) kebijakan utama klien dan standar perilaku yang tercantum dalam kontrak Cowater dengan SCPs, dimana SCPs yang dilibatkan dalam pelaksanaan proyek kami diharuskan untuk menerima dan mematuhi Pedoman Perilaku Rantai Pasok dan Kebijakan Cowater

Referensi dibuat dalam dokumen ini untuk "Pihak Berwenang". Istilah "Pihak Berwenang" mewakili *Chief Executive Officer* Cowater atau anggota mana pun dari tim Eksekutif, Sumber Daya Manusia, para-Wakil Presiden Cowater atau delegasinya, atau para Direktur Proyek dan para Manajer yang berada dalam posisi untuk membuat deputising tentang

and actions resulting from allegations of non-compliance to the Code of Ethics and Professional Conduct and Policies

### 1.1. Reporting Supply Code Violations

Cowater provides mechanisms for employees, contractors, SCPs, or other stakeholders to report a concern about any behaviour, practice, activity or conduct which may contravene with Cowater's corporate standards, Codes of Ethics and Professional Conduct and Policies. Bona fide concerns pertaining to Cowater's Supply Chain Code of Conduct violations related to any of Cowater's operations, including projects, must be reported immediately either to the Appropriate Authority or via Cowater's **whistleblowing hotline**, using reporting protocols available at [www.cowater.com](http://www.cowater.com).

### 1.2. Training

The SCP acknowledges that, upon request, it may be required to provide the client, or Cowater, with evidence to demonstrate that it has provided relevant training to its employees on the topics described in Cowater's Supply Chain Code of Conduct and key client policies; or that its personnel assigned to the project may be required to attend Cowater training on any of the topics noted in this Supply Chain Code of Conduct and/or key policies of the client.

### 1.3. Consequences of a Breach

The SCP acknowledges and agrees that a breach of any of Cowater's Supply Chain Code of Conduct or key policies of the client by the SCP, or by any of the SCP's personnel or consultants, shall constitute sufficient grounds for Cowater to immediately terminate the contract for cause.

## 2. ETHICAL CONDUCT

- 2.1. Both Cowater and the SCP explicitly confirm their acceptance of, and compliance with, the Anti-Corruption, Anti-Terrorism, Fraud Prevention, International Sanctions, and Conflict of Interest clauses and obligations contained within the contract between the parties and within the prime contract with the client.
- 2.2. Cowater and the SCP each declare and guarantee that no offer, gift, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by the respective party, either directly or indirectly,

langkah dan tindakan selanjutnya sebagai akibat dugaan ketidakpatuhan terhadap Pedoman Etika dan Perilaku Profesional dan Kebijakan.

### 1.1. Pelaporan Pelanggaran Kode Pasok

Cowater menyediakan mekanisme bagi para karyawan, kontraktor, SCPs, atau pemangku kepentingan lainnya untuk melaporkan kekhawatiran tentang perbuatan, praktik, kegiatan atau perilaku yang kemungkinan bertentangan dengan standar perusahaan, Panduan Etika dan Perilaku Profesional dan Kebijakan Cowater. Kekhawatiran yang dapat dipercaya (*bonafide*) tentang pelanggaran Pedoman Perilaku Rantai Pasok Cowater yang berkaitan dengan kegiatan operasional Cowater mana pun, harus segera dilaporkan baik kepada Pihak Otoritas yang sesuai maupun melalui **whistleblowing hotline** Cowater, dengan menggunakan protokol pelaporan yang tersedia pada situs web [www.cowater.com](http://www.cowater.com).

### 1.2. Pelatihan

SCP mengakui bahwa, apabila diminta, SCP dapat diwajibkan untuk memberikan kepada klien, atau Cowater, bukti yang menunjukkan bahwa SCP telah memberikan pelatihan yang relevan kepada para karyawannya tentang topik-topik yang diuraikan dalam Pedoman Perilaku Rantai Pasok Cowater dan kebijakan utama klien; atau bahwa karyawannya yang ditugaskan pada proyek dapat diwajibkan untuk mengikuti pelatihan Cowater tentang topik mana pun yang tertulis dalam Pedoman Perilaku Rantai Pasok ini dan/atau kebijakan utama klien.

### 1.3. Konsekuensi Pelanggaran

SCP mengakui dan menyetujui bahwa suatu pelanggaran terhadap Pedoman Perilaku Rantai Pasok Cowater atau terhadap kebijakan utama klien yang dilakukan oleh SCP atau oleh personel atau konsultan mana pun dari SCP, akan menjadi dasar yang cukup bagi Cowater untuk segera mengakhiri kontrak karena alasan tersebut

## 2. KODE ETIK

- 2.1. Baik Cowater dan SCP secara tegas mengonfirmasikan penerimaan atas dan kepatuhan terhadap ketentuan dan kewajiban mengenai antikorupsi, antiterorisme, pencegahan kecurangan, Sanksi Internasional, dan Konflik Kepentingan yang tercantum dalam kontrak di antara para pihak dan dalam kontrak induk dengan klien.
- 2.2. Cowater dan SCP masing-masing menyatakan dan menjamin bahwa tidak ada tawaran, hadiah, pembayaran, imbal balik, atau manfaat dalam bentuk apa pun, yang merupakan suatu praktik ilegal atau korup, yang telah atau akan diberikan kepada siapa pun oleh masing-

as an inducement or reward for the award or execution of the project or the contract.

- 2.3. Personal funds may not be used to do what is otherwise prohibited with company funds. Indirect payments of this kind through a third person, such as an agent, are also prohibited.
- 2.4. Cewater and the SCP each declare and guarantee that neither the party, nor any of its principals or its employees, contractors, or other parties involved in the services:
  - a) Were convicted prior to the commencement of the services by a court of law in any jurisdiction for an offence involving bribery or corruption, or
  - b) Are under sanction for an offence involving bribery or corruption, imposed by a government, a governmental organization or a development organization providing development assistance.
- 2.5. Both Cewater and the SCP acknowledge and agree that the other party may terminate the contract forthwith for cause, where it is found that the offending party has omitted to declare, prior to entering into this contract, any such conviction or sanction, in accordance with applicable laws.

### 3. SAFEGUARDING VULNERABLE PEOPLE

#### 3.1. Prevention of Sexual Exploitation, Abuse and Harassment (PSEAH)

Cewater is committed to preventing and responding to sexual exploitation, abuse and harassment in its operations and the delivery of its projects. The SCP hereby:

- a) Declares that it accepts and shall abide by Cewater's Prevention of Sexual Exploitation, Abuse and Harassment Standards of Conduct (described below), and shall ensure adherence to these standards by its employees, contractors and any others in its supply chain that are directly or indirectly associated with the project, or
- b) Undertakes and confirms that the SCP already has its own policies and procedures to prevent sexual exploitation, sexual abuse, and sexual harassment, that are consistent with the goals and objectives of Cewater's Prevention of Sexual Exploitation, Abuse and Harassment

masing pihak, baik secara langsung maupun tidak langsung, sebagai bujukan atau imbalan atas pemberian atau pelaksanaan proyek atau kontrak.

- 2.3. Dana Pribadi tidak dapat digunakan untuk melakukan apa pun yang dilarang dengan dana perusahaan. Pembayaran tidak langsung dalam hal ini melalui pihak ketiga, misalnya agen, juga dilarang
- 2.4. Cewater dan SCP masing-masing menyatakan dan menjamin bahwa tidak ada pihak, atau pejabat atau karyawannya, kontraktor atau pihak lain yang terlibat dalam proyek ini:
  - a) Dinyatakan bersalah sebelum dimulainya proyek ini oleh pengadilan di yurisdiksi mana pun atas pelanggaran yang melibatkan suap atau korupsi, atau
  - b) Dikenakan sanksi atas pelanggaran yang melibatkan suap atau korupsi, yang dijatuhkan oleh pemerintah, instansi pemerin atau organisasi pembangunan yang memberikan bantuan pembangunan
- 2.5. Baik Cewater dan SCP mengakui dan menyetujui bahwa salah satu pihak dapat segera mengakhiri kontrak atas alasan tertentu, apabila ditemukan bahwa pihak yang melakukan pelanggaran telah lalai untuk menyatakannya, sebelum mengadakan kontrak ini bahwa pernah dinyatakan bersalah atau dikenakan sanksi apa pun sesuai dengan hukum yang berlaku.

### 3. MELINDUNGI KELOMPOK RENTAN

#### 3.1. Pencegahan Eksploitasi, Kekerasan dan Pelecehan Seksual (PSEAH)

Cewater berkomitmen untuk mencegah dan menangani eksploitasi, kekerasan, dan pelecehan seksual dalam kegiatan operasionalnya dan saat pelaksanaan proyeknya. SCP dengan ini:

- a) Menyatakan bahwa SCP menerima dan akan mematuhi Standar Perilaku Cewater tentang pencegahan eksploitasi, kekerasan dan pelecehan seksual (yang dijelaskan di bawah ini), dan akan memastikan kepatuhan atas standar ini oleh karyawan, kontraktor dan pihak lain dalam rantai pasoknya yang baik secara langsung atau tidak langsung berkaitan dengan proyek, atau
- b) Melaksanakan dan mengkonfirmasi bahwa SCP telah memiliki kebijakan dan prosedur sendiri untuk mencegah eksploitasi, kekerasan, dan pelecehan seksual, yang sesuai dengan tujuan dan sasaran Standar Perilaku Cewater tentang Pencegahan Eksploitasi, Kekerasan dan Pelecehan

Standards of Conduct and shall provide them to Cowater upon request.

- c) Agree to participate in Cowater's safeguarding training if the policies of clause (3.1.b) have not existed.

Bona fide concerns related to Sexual Exploitation, Abuse and Harassment in Cowater's operations, including projects, shall be reported by the SCP according to the reporting procedures noted in the introduction to the Supply Chain Code of Conduct.

### Standards of Conduct – PSEAH

Cowater has a zero-tolerance policy for and expressly prohibits Sexual Exploitation, Sexual Abuse and Sexual Harassment, including paying for sex. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Not knowing or mistaking the age of a child is not a defence. For better understanding, the following definitions apply:

- *Protection from Sexual Exploitation, Abuse and Harassment (PSEAH)*: The term refers to measures taken to protect vulnerable people from sexual exploitation, abuse and harassment by their own staff and associated personnel.
- *Sexual Abuse*: Actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. All sexual activity with a child is considered sexual abuse.
- *Sexual Exploitation*: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including but not limited to profiting monetarily, socially or politically from the sexual exploitation of another.
- *Sexual Harassment*: Harassment that is sexual in nature. Sexual harassment may take many forms, including overt sexualized behaviour as well as discrimination based on sex, sexual orientation, and gender expression and identity. This includes, but is not limited to:
  - Requests for sexual favours.

Seksual dan akan menyerahkan kebijakan dan prosedur tersebut kepada Cowater apabila diminta.

- c) Bersedia untuk mengikuti pelatihan yang dilaksanakan oleh Cowater apabila kebijakan sebagaimana dimaksud dalam klausul (3.1.b.) diatas belum tersedia.

Kekhawatiran yang dapat dipercaya (bonafide) yang berkaitan dengan Eksploitasi, Kekerasan dan Pelecehan Seksual dalam kegiatan operasional Cowater, termasuk proyek, akan dilaporkan oleh SCP sesuai dengan prosedur pelaporan yang tercantum pada bagian pendahuluan di Pedoman Perilaku Rantai Pasok.

### Standar Perilaku - PSEAH

Cowater memiliki kebijakan nol toleransi (zero-tolerance) tentang dan secara khusus melarang adanya Eksploitasi, Kekerasan dan Pelecehan Seksual, termasuk membayar untuk kepentingan seksual. Kegiatan seksual dengan anak (orang dibawah usia 18 tahun) merupakan hal yang dilarang, terlepas usia tersebut dianggap mayoritas atau dianggap sebagai usia yang diperbolehkan di wilayah setempat. Ketidaktahuan atau kesalahan memperkirakan usia anak tidak menjadi alasan. Untuk memperoleh pemahaman yang lebih baik, definisi berikut bisa digunakan:

- *Perlindungan terhadap Eksploitasi, Kekerasan dan Pelecehan Seksual (PSEAH)*: Istilah ini merujuk pada upaya-upaya yang dilakukan untuk melindungi kelompok rentan dari eksploitasi, kekerasan dan pelecehan seksual yang dilakukan oleh staf mereka sendiri dan personil terkait.
- *Kekerasan Seksual (Sexual Abuse)*: suatu tindakan aktual atau ancaman secara fisik yang bersifat seksual, baik menggunakan kekerasan atau dalam kondisi yang tidak setara atau mengalami paksaan. Semua kegiatan seksual yang melibatkan seorang anak dianggap sebagai kekerasan seksual.
- *Eksploitasi Seksual (Sexual Exploitation)*: Tindakan atau upaya apapun yang menyalahgunakan kerentanan, perbedaan kekuasaan, atau kepercayaan untuk kepentingan seksual, termasuk tapi tidak terbatas pada memperoleh keuntungan secara moneter, sosial atau politis dari perbuatan mengeksploitasi orang lain secara seksual.
- *Pelecehan Seksual (Sexual Harassment)*: Pelecehan yang bersifat seksual. Pelecehan seksual dapat memiliki banyak bentuk, termasuk perilaku seksual yang terlihat jelas, maupun diskriminasi berdasarkan jenis kelamin, orientasi seksual, serta ekspresi dan identitas gender. Hal ini termasuk tapi tidak terbatas pada:

- Verbal conduct of a sexual nature.
- Physical contact of a sexual nature, such as touching.
- Submission to sexual favours or conduct being implied as a condition of an employee or contractor's employment.
- Implying that rejection of sexual advances will affect employment decisions regarding that individual.
- Creating a sexually intimidating or offensive working environment; and /or
- Creating a sexually degrading, humiliating, or hostile work environment. (Generally, a single sexual joke, offensive epithet, or request for a date does not constitute hostile environment sexual harassment; however, being subjected to such jokes, epithets, or requests repeatedly may constitute a hostile environment).
- Permintaan memperoleh imbalan seksual
- Perilaku verbal yang bernuansa seksual
- Kontak secara fisik bernuansa seksual, seperti menyentuh
- Memberikan indikasi bahwa dengan imbalan atau perilaku seksual menjadi suatu persyaratan untuk mendapatkan pekerjaan sebagai karyawan atau kontraktor;
- Mengindikasikan bahwa penolakan terhadap permintaan seksual akan mempengaruhi keputusan mengenai penerimaan permohonan kerja seorang individu
- Menciptakan suatu lingkungan kerja yang mengintimidasi dan mengganggu secara seksual; dan/ atau
- Menciptakan lingkungan kerja yang merendahkan, mempermalukan, atau mengancam secara seksual. (Secara umum, satu lelucon seksual, julukan, atau permintaan untuk berkencan bukan termasuk lingkungan yang berbahaya akan pelecehan seksual; namun menjadi sasaran dari lelucon, julukan atau permintaan kencan secara berulang kali dapat dianggap sebagai lingkungan yang berbahaya.)

### 3.2. Prevention of Modern Slavery and Human Trafficking

Cewater is committed to ensuring that modern slavery and human trafficking are not employed in our own business or supply chains. Cewater's policy is to oppose modern slavery and human trafficking vigorously. The SCP hereby:

- a) Confirms its acceptance of the Prevention of Modern Slavery and Human Trafficking Standards of Conduct (described below), and confirms that it shall ensure adherence by the organization, its employees, and any others in its supply chain that are directly or indirectly associated with the project, or
- b) Confirms that it already has its own policies and procedures to address the prevention of modern slavery and human trafficking that are consistent with the goals and objectives of Cewater's Prevention of Modern Slavery and Human Trafficking Standards of Conduct and shall provide them to Cewater upon request.

Bona fide concerns related to Modern Slavery and Human Trafficking in any of Cewater's operations, including projects, shall be reported by the SCP according to the reporting procedures noted in the introduction to the Supply Chain Code of Conduct.

### 3.2. Pencegahan Perbudakan Modern dan Perdagangan Manusia

Cewater berkomitmen untuk memastikan perbudakan modern dan perdagangan manusia tidak terjadi di usaha dan rantai pasok kami. Kebijakan Cewater secara tegas menentang perbudakan modern dan perdagangan manusia. Dengan ini SCP:

- a) Menegaskan penerimannya terhadap Standar Perilaku Pencegahan Perbudakan Modern dan Perdagangan Manusia (dijelaskan dibawah), dan menegaskan bahwa pihaknya akan memastikan ada kepatuhan dari organisasinya, para karyawannya dan pihak-pihak manapun yang masuk dalam rantai pasoknya, baik langsung atau tidak langsung terkait dengan proyek, atau
- b) Menegaskan bahwa pihaknya telah memiliki kebijakan dan prosedur sendiri perihal pencegahan perbudakan modern dan perdagangan manusia yang sifatnya konsisten dengan tujuan dan sasaran yang ada di Standar Perilaku Cewater tentang Pencegahan Perbudakan Modern dan perdagangan Manusia, dan akan memberikannya kepada Cewater apabila diminta.

Kekhawatiran yang dapat dipercaya (bonafide) yang berkaitan dengan Perbudakan Modern dan Perdagangan Manusia dalam kegiatan operasional Cewater, termasuk proyek, akan dilaporkan oleh SCP sesuai dengan prosedur pelaporan yang tercantum pada bagian pendahuluan di Pedoman Perilaku Rantai Pasok.

### Standards of Conduct - Prevention of Modern Slavery and Human Trafficking:

- We do not and will never tolerate human trafficking or modern slavery in any aspect of our own work.
- We will combat human trafficking and modern slavery across all our supply chains.
- We will collaborate with other organizations to present a united front against human trafficking and modern slavery in our wider working environment; and
- We will support our supply chain to be aware of the risks of human trafficking and modern slavery and to act appropriately when any such risk is detected.

### 3.3. Child Protection

Cowater is committed to ensuring that its services, activities and operations around the world are conducted in a manner that upholds the international principles of child protection and children's rights, in accordance with the United Nations Convention on the Rights of the Child. The SCP hereby:

- a) Declares that it accepts and shall abide by Cowater's Child Protection Standards of Conduct (described below), and shall ensure adherence to said Standards by its employees and any others in its supply chain that are directly or indirectly associated with the project, or
- b) Undertakes and confirms that the SCP already has its own Child Protection policies and procedures that are consistent with the goals and objectives of Cowater's Child Protection Standards of Conduct and shall provide them to Cowater upon request.

Bona fide concerns related to Child Protection in any of Cowater's operations, including projects, shall be reported by the SCP according to the reporting procedures noted in the introduction to the Supply Chain Code of Conduct.

### Standar Perilaku – Pencegahan Perbudakan Modern dan Perdagangan Manusia

- Kami tidak dan tidak akan memberikan toleransi terhadap perdagangan manusia atau perbudakan modern dalam aspek apapun di pekerjaan kami
- Kami akan memerangi/ memberantas perdagangan manusia dan perbudakan modern di seluruh rantai pasok yang kami miliki
- Kami akan menjalin kolaborasi dengan organisasi lain untuk bersatu padu melawan perdagangan manusia dan perbudakan modern di lingkungan kerja yang lebih luas; dan
- Kami akan mendukung rantai pasok kami agar menyadari resiko perdagangan manusia dan perbudakan modern dan agar segera mengambil tindakan yang sesuai ketika mendeteksi munculnya resiko ini.

### 3.3. Perlindungan Anak

Cowater berkomitmen untuk memastikan bahwa layanan, tindakan dan kegiatan operasional yang dilakukannya di seluruh dunia tetap menjunjung tinggi prinsip-prinsip internasional tentang perlindungan dan hak anak sesuai yang tercantum dalam Konvensi PBB tentang Hak-Hak Anak. SCP dengan ini:

- a) Mendeklarasikan bahwa SCP menerima dan akan mematuhi Standar Perilaku Cowater tentang Perlindungan Anak (yang dijelaskan di bawah ini), dan akan memastikan kepatuhan atas standar ini oleh para karyawan, dan pihak lain dalam rantai pasoknya yang baik secara langsung atau tidak langsung berkaitan dengan proyek, atau
- b) Melaksanakan dan mengkonfirmasi bahwa SCP telah memiliki kebijakan dan prosedur sendiri tentang Perlindungan Anak yang sesuai dengan tujuan dan sasaran Standar Perilaku Cowater dan akan menyerahkan kebijakan dan prosedur tersebut kepada Cowater apabila diminta.

Kekhawatiran yang terpercaya (bona fide) sehubungan dengan Perlindungan Anak di kegiatan operasional, termasuk proyek apapun yang dilakukan Cowater akan dilaporkan oleh SCP sesuai dengan prosedur pelaporan yang tercantum di pendahuluan dalam Kode Perilaku Rantai Pasok.

### Standards of Conduct – Child Protection

While implementing the project, or while travelling in the country of assignment in connection with the project in any way, employees, contractors, consultants, and subcontractors of the SCP shall:

- Treat children with respect regardless of race, colour, sex, language, religion, political or other opinion, national, ethnic, or social origin, property, disability, birth or other status.
- Not use language or behavior towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
- Not engage children under the age of 18 in any form of sexual intercourse or sexual activity, including paying for sexual services or acts.
- Wherever possible, ensure that another adult is present when working in the proximity of children.
- Not invite unaccompanied children into their home unless they are at immediate risk of injury or in physical danger.
- Not sleep close to unsupervised children unless absolutely necessary, in which case the individual must obtain his/her supervisor's permission and ensure that another adult is present, if possible.
- Use any computers, mobile phones, video cameras, digital cameras or social media appropriately and never to exploit or harass children or access child exploitation material through any medium (see also 'use of children's images for work related purposes').
- Not use physical punishment on children.
- Not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury.
- Comply with all relevant international and local legislation, including labour laws in relation to child labour.
- Immediately report concerns or allegations of child exploitation and abuse and policy non-compliance in accordance with appropriate procedures, and

### Standar Perilaku – Perlindungan Anak

Ketika melaksanakan proyek, atau sedang melakukan perjalanan di negara yang berkaitan dengan proyek dalam hal apapun, maka para karyawan, kontraktor, konsultan, dan subkontraktor dari SCP akan:

- Memperlakukan anak-anak secara terhormat, terlepas apapun ras, warna kulit, jenis kelamin, bahasa, agama, pendapat politis atau lainnya, kewarganegaraan, latar belakang etnis atau sosial, kekayaan, disabilitas, status kelahiran atau lainnya;
- Tidak menggunakan Bahasa atau memperlakukan anak secara tidak pantas,
- melecehkan, kasar, memprovokasi secara seksual, merendahkan atau tidak sesuai dengan budaya yang berlaku.
- Tidak melibatkan anak berusia dibawah 18 tahun dalam interaksi atau kegiatan seksual apapun, termasuk membayar untuk layanan atau Tindakan seksual;
- Apabila memungkinkan, pastikan adanya kehadiran/ pendampingan orang dewasa lain ketika sedang bekerja disekitar anak-anak.
- Tidak mengajak anak-anak masuk ke dalam rumah tanpa pengawasan/ pendampingan, kecuali mereka beresiko mengalami cedera atau secara fisik berada dalam bahaya;
- Tidak tidur secara berdekatan dengan anak tanpa pengawasan kecuali memang diperlukan, dalam hal ini individu yang bersangkutan wajib memperoleh ijin dari wali anak dan memastikan kehadiran orang dewasa lain apabila memungkinkan
- Menggunakan komputer, telepon genggam, kamera video, kamera digital atau sosial media dengan sesuai dan jangan pernah mengeksploitasi atau mengganggu anak-anak atau mengakses bahan yang mengeksploitasi anak-anak melalui media apapun (lihat juga 'menggunakan gambar anak-anak untuk kepentingan pekerjaan')
- Tidak menggunakan hukuman fisik kepada anak-anak;
- Tidak mempekerjakan anak-anak untuk melakukan tugas domestik atau lainnya yang tidak pantas mengingat usia atau pertumbuhan badan mereka, sehingga mengganggu waktu yang seharusnya mereka gunakan untuk kegiatan pendidikan dan rekreasi, atau yang beresiko membuat mereka cedera;
- Mematuhi semua regulasi internasional dan lokal yang relevan, termasuk undang-undang tenaga kerja yang berhubungan dengan pekerja anak;
- Segera melaporkan setiap kecurigaan atau dugaan atas eksploitasi dan kekerasan

- Immediately disclose all charges, convictions, and other outcomes of an offence, which occurred before or occurs during association with Cowater that relates to child exploitation and abuse.
- When photographing or filming a child or using children's images for work related purposes, individuals shall:
  - Before photographing or filming a child, assess and endeavour to comply with local traditions or restrictions for reproducing personal images.
  - Before photographing or filming a child, obtain informed consent from the child and a parent or guardian of the child. As part of this, the individual must explain how the photograph or film will be used.
  - Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive.
  - Ensure images are honest representations of the context and the facts.
  - Ensure file labels, meta data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form; and
  - Understand that the onus is on the individual, as a person associated with the SCP, Cowater and the project, to use common sense and avoid actions or behaviours that could be construed as child exploitation and abuse.

#### 4. ENSURING A SAFE AND RESPECTFUL WORK ENVIRONMENT

The SCP confirms and agrees that, while implementing the project, or while travelling in the country of assignment in connection with the project in any way, the SCP and its personnel shall adhere to Cowater's Standards of Conduct pertaining to Ensuring a Safe and Respectful Work Environment.

anak dan ketidakpatuhan terhadap kebijakan sesuai dengan prosedur yang berlaku; dan

- Segera melaporkan semua tuntutan, dugaan dan hasil dari tindakan pelanggaran, yang terjadi sebelum atau selama bekerja dengan Cowater yang berkaitan dengan eksploitasi dan kekerasan anak.
- Ketika mengambil foto atau merekam seorang anak atau menggunakan gambar anak untuk kepentingan kerja, para individu tersebut harus:
  - Sebelum mengambil foto atau merekam anak tersebut, harus menilai dan mengambil upaya untuk mematuhi tradisi lokal atau larangan/ batasan yang ada ketika mempublikasikan gambar-gambar pribadi;
  - Sebelum mengambil foto atau rekaman anak, harus memperoleh persetujuan dari anak tersebut dan orang tua atau walinya. Selain itu, individu yang bersangkutan harus menjelaskan bagaimana foto dan film tersebut akan digunakan;
  - Memastikan foto, film, video dan DVD yang digunakan menampilkan anak secara bermartabat dan tidak menggambarkan mereka sebagai pihak yang rentan atau tidak berdaya. Anak-anak juga harus mengenakan pakaian yang layak dan tidak dalam pose yang bisa dianggap bernuansa /berkonotasi seksual;
  - Memastikan gambar yang diambil sungguh-sungguh menampilkan secara jujur konteks dan fakta yang ada;
  - Pastikan label file, data meta, atau deskripsi teks tidak mengungkapkan informasi identitas tentang seorang anak saat mengirimkan gambar secara elektronik atau menerbitkan gambar dalam bentuk apa pun
  - Memahami bahwa tanggung jawab ada pada individu, sebagai orang yang terkait dengan SCP, Cowater, dan proyek, untuk menggunakan akal sehat dan menghindari tindakan atau perilaku yang dapat ditafsirkan sebagai eksploitasi dan pelecehan anak.

#### 4. MEMASTIKAN LINGKUNGAN KERJA YANG AMAN DAN NYAMAN

Pihak SCP menegaskan dan menyetujui bahwa ketika melaksanakan proyek, atau sedang melakukan perjalanan di negara yang berkaitan dengan proyek dalam hal apapun, maka pihak SCP dan para personilnya akan mematuhi Standar Perilaku Cowater berkaitan dengan Memastikan Lingkungan Kerja yang Aman dan Nyaman.

In addition, the SCP shall ensure adherence by its employees and any others in its supply chain that are directly or indirectly associated with the project. The SCP hereby:

- a) Declares that it accepts and shall abide by Cowater's Ensuring a Safe and Respectful Work Environment Standards of Conduct (described below), and shall ensure adherence to these standards by its employees and any others in its supply chain that are directly or indirectly associated with the project, and
- b) Undertakes and confirms that the SCP already has its own policies and procedures to ensure a safe and respectful work environment that are consistent with the goals and objectives of Cowater's Ensuring a Safe and Respectful Work Environment Standards of Conduct and shall provide them to Cowater upon request.

Bona fide concerns related to Safety and Respect in the Workplace in any of Cowater's operations, including projects, shall be reported by the SCP according to the reporting procedures noted in the introduction to the Supply Chain Code of Conduct.

## **Standards of Conduct – Ensuring a Safe and Respectful Workplace:**

### **4.1. General Guidelines**

The SCP is required to uphold its commitment as an Equal Opportunity Employer, to comply with applicable laws in regulating health and safety in the workplace, and to engage Gender Equality and Social Inclusion (GESI) considerations in all of its actions and operations.

### **4.2. Protection from Discrimination and Harassment**

- Discrimination and harassment of any sort is strictly prohibited. Cowater will not tolerate the harassment of others on the basis of their sex, age, colour, national origin, religion, marital or veteran status, citizenship, sexual orientation, disability and/or other personal characteristics.
- Harassment includes making derogatory remarks about such characteristics, making "jokes" about ethnic or other groups, wilfully creating barriers to an accessible and

Selanjutnya, SCP akan memastikan kepatuhan dari para karyawannya dan pihak lain dalam rantai pasoknya, baik yang langsung atau tidak langsung berkaitan dengan proyek. Dengan ini SCP:

- a) Menyatakan bahwa SCP menerima dan akan mematuhi Standar Perilaku Cowater tentang Memastikan Lingkungan Kerja yang Aman dan Nyaman (yang dijelaskan di bawah ini), dan akan memastikan kepatuhan atas standar ini oleh para karyawan, dan pihak lain dalam rantai pasoknya yang baik secara langsung atau tidak langsung berkaitan dengan proyek, dan
- b) Melaksanakan dan menegaskan bahwa SCP telah memiliki kebijakan dan prosedur sendiri untuk memastikan adanya lingkungan kerja yang aman dan nyaman yang sesuai dengan tujuan dan sasaran Standar Perilaku Cowater dan akan menyerahkan kebijakan dan prosedur tersebut kepada Cowater

Kekhawatiran yang dapat dipercaya (bonafide) yang berkaitan dengan Keamanan dan Kenyamanan di Lingkungan Kerja dalam kegiatan operasional Cowater, termasuk proyek, akan dilaporkan oleh SCP sesuai dengan prosedur pelaporan yang tercantum pada bagian pendahuluan di Pedoman Perilaku Rantai Pasok.

## **Standar Perilaku – Memastikan Lingkungan Kerja yang Aman dan Nyaman:**

### **4.1. Panduan Umum**

SCP diharuskan untuk menjunjung tinggi komitmennya sebagai Pemberi Kesempatan Kerja yang Setara, mematuhi hukum yang berlaku yang mengatur tentang kesehatan dan keselamatan di tempat kerja, dan melibatkan aspek Kesetaraan Gender dan Inklusi Social (Gender Equality and Social Inclusion-GESI) dalam setiap tindakan dan kegiatan operasionalnya.

### **4.2. Perlindungan Terhadap Diskriminasi dan Pelecehan**

- Diskriminasi dan pelecehan dalam bentuk apapun secara tegas dilarang. Cowater tidak akan memberi toleransi terhadap pelecehan yang dilakukan kepada pihak lain atas dasar jenis kelamin, usia, warna kulit, daerah asal, agama, status pernikahan atau veteran, kewarganegaraan, orientasi seksual, disabilitas dan/atau karakteristik pribadi lainnya.
- Pelecehan termasuk tanggapan yang menghina karakteristik tertentu, membuat "lelucon" tentang etnis atau kelompok lainnya, secara sengaja membuat

inclusive workplace, and other verbal, physical and visual behaviour. Sexual harassment is also prohibited. Propositions, repeated requests for dates, jokes, sexually provocative pictures and other verbal, physical and visual harassment are prohibited. The harassment of another individual associated in any way with the project will lead to disciplinary action, up to and including termination.

#### 4.3. Protection from Violence and Bullying

Violence (physical or otherwise, which includes threats, intimidation, sabotage, and possession of weapons of any type while working on the project) is strictly prohibited. Bullying and taunting is also strictly prohibited.

#### 4.4. Alcohol and Drugs

Individuals under the influence of drugs or alcohol on the job can pose serious health and safety risks both to themselves and to their fellow workers. While on Cewater premises, working on or participating in a project activity, or otherwise representing or being seen as representing the SCP or Cewater, individuals are not allowed to be in possession of illegal drugs or be impaired by alcohol or drugs.

Please note, this does not apply to drugs prescribed by a licensed health care provider, provided the individual is able to safely carry out her/his assigned duties when the drugs are taken as directed.

#### 4.5. Political or Religious Activity

While Cewater respects the SCP's rights to political and religious beliefs and practices, these must not be carried out in a way that reflects upon the project or Cewater, or in any way that affects the client, beneficiaries, or other individuals associated with or working on the project.

#### 4.6. Background Checks

Cewater may be required to conduct certain due diligence on applicants, employees, contractors, and SCPs to satisfy requirements imposed by clients, to maintain the Company's security clearance or to protect its assets. Cewater conducts due diligence for any activity that

pembatas/penghalang di tempat kerja yang sebenarnya dapat diakses dan inklusif, dan perilaku verbal, fisik dan visual lainnya. Pelecehan seksual juga dilarang. Tawaran, permintaan berulang kali untuk berkencan, lelucon, gambar yang berkonotasi seksual dan pelecehan verbal, fisik dan visual lainnya juga dilarang. Pelecehan yang dilakukan terhadap individu yang memiliki keterkaitan apapun dengan proyek akan berakhir dengan tindakan disipliner, hingga berujung pada dan termasuk pemberhentian/pemecatan.

#### 4.3. Perlindungan terhadap Kekerasan dan Perundungan

Kekerasan (secara fisik atau lainnya, termasuk ancaman, intimidasi, sabotase, dan kepemilikan senjata jenis apapun saat bekerja di proyek sangat dilarang. Merundung dan menghina/mengejek juga sangat dilarang.

#### 4.4. Alkohol dan Obat-Obatan

Individu yang berada dibawah pengaruh obat-obatan atau alkohol saat bekerja dapat mengakibatkan resiko yang serius terhadap kesehatan dan keamanan, baik bagi mereka sendiri dan bagi para kolega kerja mereka. Ketika berada di wilayah kerja Cewater, bekerja di atau berpartisipasi dalam kegiatan proyek, atau mewakili atau dianggap sebagai perwakilan SCP atau Cewater, maka individu tersebut tidak diijinkan memiliki obat-obatan terlarang atau berada di bawah pengaruh alkohol atau obat-obatan.

Harap diketahui, hal ini tidak berlaku untuk obat-obatan yang diresepkan oleh pemberi layanan kesehatan yang memiliki ijin resmi, selama/ asalkan individu tersebut dapat melakukan pekerjaannya dengan aman ketika obat-obatan tersebut dikonsumsi sesuai anjuran.

#### 4.5. Kegiatan Politis atau Keagamaan

Meskipun Cewater menghormati hak-hak SCP berkaitan dengan pandangan politis dan kepercayaan dan praktek-praktek keagamaan, hal-hal tersebut sebaiknya tidak dilaksanakan sedemikian rupa sehingga memberikan dampak terhadap proyek atau Cewater, atau dalam hal apapun mempengaruhi klien, penerima manfaat, atau individu lain yang berkaitan dengan atau bekerja di proyek.

#### 4.6. Pemeriksaan Latar Belakang

Cewater dapat diwajibkan untuk melakukan uji tuntas (due diligence) terhadap pemohon, karyawan, kontraktor dan SCP to memenuhi persyaratan yang ditetapkan oleh klien, untuk menjaga aspek keamanan Perusahaan atau untuk melindungi assetnya. Cewater melakukan uji tuntas

interacts directly with vulnerable people, including children, or any position that could expose Cowater to a security risk. It is expected that the SCP will additionally conduct due diligence on individuals and/or groups, as necessary.

## 5. PROTECTING THE ENVIRONMENT

The SCP agrees that while implementing the project, the SCP shall adhere to Cowater's Standards of Conduct pertaining to protecting the environment (described below). Cowater reserves the right to request periodic reporting from the SCP on their adherence to these standards of conduct.

### Standards of Conduct – Protecting the Environment:

- The SCP shall comply with all relevant and applicable international, national and local environmental laws and regulations, as well as any standards that may be specific to their industry; and
- The SCP shall ensure due consideration of the environmental impact of all work undertaken and, where possible, utilise goods and services that enable a reduction in the SCP's direct impact on the environment, such as those related to reducing waste and conserving energy, water, and other resources. SCPs are also encouraged to
  - a) introduce their own environmental policies aimed at minimizing the SCP's direct negative impact on the environment and reducing their carbon footprint; and
  - b) review their own supply chains to ensure that their products and services are sourced from responsible suppliers who operate in a safe and lawful manner and consider the environmental principles noted above.

## 6. PROTECTION OF PROPRIETARY AND PERSONAL DATA

The SCP warrants that it has appropriate technical and organizational measures to protect proprietary and personal data against unauthorised or unlawful processing as well as accidental loss, destruction, damage, alteration, or disclosure.

untuk setiap kegiatan yang berinteraksi langsung dengan kelompok rentan, termasuk anak-anak, atau posisi apapun yang dapat membuat Cowater terpapar resiko keamanan. SCP juga diwajibkan untuk melakukan uji tuntas terhadap individu dan/atau kelompok, apabila diperlukan.

## 5. MELINDUNGI LINGKUNGAN HIDUP

SCP setuju bahwa ketika melaksanakan proyek, pihak SCP akan mematuhi Standar Perilaku Cowater berkaitan dengan perlindungan lingkungan hidup (diuraikan dibawah). Cowater mempunyai hak untuk meminta laporan secara periodik dari SCP tentang kepatuhan mereka terhadap standar-standar perilaku yang ada.

### Standar Perilaku – Melindungi Lingkungan Hidup

- Pihak SCP akan mematuhi semua hukum dan regulasi lingkungan hidup yang relevan dan berlaku secara internasional, nasional dan lokal, termasuk standar apapun yang bersifat spesifik terhadap industri mereka;
- dan Pihak SCP akan memastikan adanya pertimbangan yang memadai atas dampak terhadap lingkungan hidup yang berasal dari semua pekerjaan yang dilakukan dan, apabila memungkinkan, menggunakan barang dan jasa yang bisa mengurangi dampak langsung dari kegiatan SCP terhadap lingkungan hidup, misalnya yang berhubungan dengan pengurangan sampah dan pemanfaatan energi, air, dan sumberdaya lainnya. Pihak SCP juga didorong untuk untuk;
  - a) memperkenalkan kebijakan lingkungan hidup sendiri yang bertujuan meminimalisir dampak negatif secara langsung terhadap lingkungan hidup dan mengurangi jejak karbon akibat dari kegiatan-kegiatan SCP; dan
  - b) meninjau ulang rantai pasok mereka untuk memastikan bahwa produk dan jasa mereka berasal dari para penyalur yang bertanggung jawab yang melakukan kegiatan operasionalnya dengan aman dan sesuai ketentuan hukum dan mempertimbangkan prinsip-prinsip lingkungan hidup seperti yang disebutkan diatas.

## 6. PERLINDUNGAN ATAS KEPEMILIKAN DAN DATA PRIBADI

Pihak SCP menjamin bahwa pihaknya melakukan upaya-upaya teknis dan kemampuan organisasi yang sesuai untuk melindungi kepemilikan dan data pribadi terhadap penggunaan tanpa ijin atau penyalahgunaan data, termasuk kehilangan tanpa disengaja, pengrusakan, gangguan, perubahan, atau pengungkapan data.

The SCP further warrants that it shall comply with:

- a) the applicable data protection or privacy legislation and requirements of the SCP's jurisdiction(s) of operation and
- b) the obligations contained within the contract between the parties and within the prime contract with the client. The SCP shall not perform its obligations under this contract in such a way as to cause Cowater or the client to breach any of its applicable obligations pertaining to the protection of proprietary and personal data.

In the event there is any conflict between the English and Indonesian versions of this document, the English version shall prevail.

Pihak SCP selanjutnya menjamin bahwa pihaknya akan mematuhi

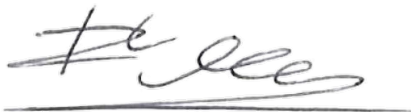
- a) peraturan dan persyaratan tentang perlindungan kepemilikan dan data pribadi sesuai yurisdiksi (-yurisdiksi) kegiatan operasional SCP dan
- b) kewajiban sebagaimana tercantum dalam kontrak antara pihak- pihak dan dalam kontrak induk dengan pihak klien. Pihak SCP tidak akan melakukan kewajibannya sebagaimana tercantum dalam kontrak ini dengan sedemikian rupa sehingga menyebabkan terjadinya pelanggaran atas kewajiban apapun oleh pihak Cowater atau klien lain berkaitan dengan perlindungan kepemilikan dan data pribadi.

Dalam hal terjadi pertentangan antara versi bahasa Inggris dan versi bahasa Indonesia dari dokumen ini, versi bahasa Inggris yang akan berlaku.

**COWATER SUPPLY CHAIN CODE OF CONDUCT DECLARATION / PERNYATAAN KODE ETIK PERILAKU RANTAI PASOK COWATER**

I, Rachel Axon, on behalf of The University of Queensland, hereby acknowledge having read and reviewed Cowater International Inc.'s *Supply Chain Code of Conduct* and agree that I will abide by its terms. I further acknowledge and agree that a breach of this *Supply Chain Code of Conduct* will result in disciplinary action up to and including termination of this contract.

Saya, \_\_\_\_\_, atas nama \_\_\_\_\_, menyatakan sudah membaca dan meninjau Kode Etik Perilaku Rantai Pasok Cowater Internasional Inc. dan setuju untuk mematuhi ketentuan-ketentuan yang tercantum. Selanjutnya saya memahami dan setuju bahwa pelanggaran apapun terhadap Kode Perilaku Rantai Pasok ini akan mengakibatkan adanya tindakan disipliner yang dapat berujung pada dan termasuk pemberhentian kontrak ini.



Signature / Tanda tangan

Date / tanggal: 22nd April 2025

## **Attachment 2 - Background IP and Contributed Material**

**UQ** – Not applicable

**UM** – Not applicable

**UB** – Not applicable

**UCP** – Not applicable

**BRIN** - Not applicable

**ECOTON** - Not applicable

**DKP** - Not applicable