



VICTORIA UNIVERSITY OF
WELLINGTON
TE HERENGA WAKA



Mercy Corps Indonesia

COOPERATION AGREEMENT

PERJANJIAN KERJASAMA

Between

**YAYASAN MERCY CORPS INDONESIA
(YMCI)**

Antara

**YAYASAN MERCY CORPS INDONESIA
(YMCI)**

And

**ENGINEERING FACULTY
UNIVERSITAS PATTIMURA**

Dengan

**FAKULTAS TEKNIK
UNIVERSITAS PATTIMURA**

And

**SCHOOL OF ENGINEERING AND
COMPUTER SCIENCE
VICTORIA UNIVERSITY OF WELLINGTON**

Dengan

**SCHOOL OF ENGINEERING AND
COMPUTER SCIENCE
VICTORIA UNIVERSITY OF WELLINGTON**

YMCI: 002/YMCI-AMB/NZMATES/CA/XII/2022
UNPATTI: 6864

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**CONCERNING
STUDY OF CHARACTERISTICS AND ENERGY
POTENTIAL OF TIDAL CURRENTS IN
SAPARUA AND TUAL CITY WATERS, MALUKU
PROVINCE, INDONESIA**

**TENTANG
STUDI KARAKTERISTIK DAN POTENSI
ENERGI ARUS LAUT DI PERAIRAN SAPARUA
DAN KOTA TUAL, PROPINSI MALUKU,
INDONESIA**

2022

2022

This Cooperation Agreement (CA) concerning "Study of characteristics and energy potential of tidal energy in Saparua and Tual City waters, Maluku Province, Indonesia" made on this day, Tuesday, December 6th, 2022, between:

1. **Mercy Corps Indonesia Foundation (YMCI)**, a non-profit organization established under the laws of Republic of Indonesia and having its registered office at Trihamas Finance Building 1st Floor Jl. TB Simatupang Kav. 11 Tanjung Barat Jakarta Selatan-Indonesia, in this matter represented by **ADE SOEKADIS**, in his capacity as Executive Director of YMCI who is duly authorized as the Head of YMCI pursuant to notarial deed number 69 dated September 26, 2019 reinforced by letter number AHU-AH.01-00115547 by the Ministry of Law and Human Rights, therefore duly acting for and behalf of YMCI, hereinafter referred to as "YMCI".

And

2. **Faculty of Engineering Pattimura University (UNPATTI)**, located at Jln. Ir. M. Putuhena, Kampus Poka, Ambon, Maluku. **Dr. Pieter Th. Berhitu, ST, MT** in his capacity as the Dean of the Engineering Faculty of Pattimura University, represents and acts on behalf of the Engineering Faculty of Pattimura University, hereinafter referred to as "FATEK UNPATTI".

And

3. **School of Engineering and Computer Science, Victoria University of Wellington (VUW)**, located at Room 358, Cotton Building, Kelburn Campus, Wellington, New Zealand. **Dr. Craig Watterson** in his capacity as Head of the School of Engineering and Computer Science at Victoria University of Wellington, represents and acts on behalf of the School of Engineering and Computer Science, hereinafter referred to as "SECS VUW".

YMCI, FATEK UNPATTI and SECS VUW, shall hereinafter be referred to individually as "PARTY" and collectively the "THE PARTIES".

Perjanjian Kerjasama tentang Studi Karakteristik dan Potensi Energi Arus Laut di Perairan Saparua dan Kota Tual, Propinsi Maluku, Indonesia pada hari ini Selasa, 6 Desember 2022, antara:

1. **Yayasan Mercy Corps Indonesia (YMCI)**, sebuah organisasi nirlaba yang didirikan berdasarkan Hukum Indonesia dengan kantor terdaftar di Trihamas Finance Building Jl. TB Simatupang Kav. 11 Lt. 1 Tanjung Barat, Jakarta Selatan-Indonesia, dalam hal ini diwakili oleh **ADE SOEKADIS**, selaku Direktur Eksekutif YMCI, yang secara sah diberikan kewenangan sebagai Ketua YMCI berdasarkan Akta Notaris nomor 69 tanggal 26 September 2019 diperkuat dengan surat nomor AHU-AH.01-00115547 oleh Kemenkumham, oleh karena itu sah bertindak untuk dan atas nama YMCI, untuk selanjutnya disebut sebagai "YMCI".

Dan

2. **Fakultas Teknik Universitas Pattimura (UNPATTI)**, beralamat di Jl. Ir. M. Putuhena, Kampus Poka, Ambon, Maluku, dalam hal ini diwakili oleh **Dr. Pieter Th. Berhitu, ST, MT** dalam kapasitasnya sebagai Dekan Fakultas Teknik Universitas Pattimura, mewakili dan bertindak atas nama Fakultas Teknik Universitas Pattimura, untuk selanjutnya disebut sebagai "FATEK UNPATTI".

Dan

4. **Fakultas Teknik dan Ilmu Komputer Universitas Victoria of Wellington, yang berlokasi di Room 358, Cotton Building, Kelburn Campus, Wellington, Selandia Baru.** **Dr. Craig Watterson**, dalam kapasitasnya sebagai Dekan Fakultas Teknik dan Ilmu Komputer Universitas Victoria of Wellington, mewakili dan bertindak atas nama Fakultas Teknik dan Ilmu Komputer Universitas Victoria of Wellington, dan selanjutnya disebut sebagai "SECS VUW".

YMCI, FATEK UNPATTI dan EF VUW, untuk secara masing-masing disebut sebagai "PIHAK" dan secara bersama - sama disebut sebagai "PARA PIHAK".

INTRODUCTION

1. The New Zealand Ministry of Foreign Affairs and Trade ("MFAT"), the Directorate General of New Renewable Energy and Energy Conservation of the Ministry of Energy and Mineral Resources ("EBTKE") and PT PLN (Persero) ("PLN") on April 18, 2019 signed a Partnership Arrangement for the New Zealand - Maluku Access to Renewable Energy Program in Maluku Province ("NZMATES Program").
2. This agreement is made and entered into by Mercy Corps Indonesia under NZMATES Programme, Engineering Faculty of Pattimura University and the School of Engineering and Computer Science at Victoria University of Wellington, hereinafter referred to as "**The Parties**".
3. NZMATES has been working with Pattimura University since the start of the programme as a key education partner, and have been working together with the FATEK UNPATTI to build their capacity to deliver renewable energy training and education in Maluku
4. VUW has a Renewable Energy Systems Engineering specialisation under the Electrical and Electronic Engineering Programme in the Bachelor of Engineering with Honours. Infratec and VUW have worked together on several initiatives in recent years, including Infratec receiving a summer research scholarship student who conducted research in the past.
5. Infratec Limited has signed a contract with YMCI, a non-profit organization for aid and development with its domicile at Trihamas Finance Building 1st Floor Jl. TB Simatupang Kav.11 Tanjung Barat Jakarta Selatan-Indonesia , and the Field Office at Jln Pitu Ina, Kel. Amantelu, Sirimau, Ambon City, Maluku. Refer to Statement of Work dated May 1st, 2018, YMCI was appointed as the executor of the NZMATES Program, including signing the letter of agreement with partners.
6. The NZMATES Program was approved by MFAT in October 2022 to fund a collaborative research project on tidal energy system in two locations,

PENDAHULUAN

1. Kementerian Luar Negeri dan Perdagangan New Zealand ("MFAT"), Direktorat Jenderal Energi Baru Terbarukan dan Konservasi Energi Kementerian Energi dan Sumber Daya Mineral ("EBTKE") dan PT PLN (Persero) ("PLN") pada tanggal 18 April 2019 telah menandatangani Kesepakatan Kerja sama Selandia Baru - Maluku untuk Dukungan Akses Energi Terbarukan melalui Program New Zealand - Maluku *Access to Renewable Energy Support* di Provinsi Maluku ("**Program NZMATES**").
2. Kesepakatan ini dibuat dan ditandatangani oleh Mercy Corps Indonesia Program NZMATES, Fakultas Teknik Universitas Pattimura dan Fakultas Teknik Universitas Victoria, selanjutnya disebut "**Para Pihak**"
3. NZMATES telah bekerja dengan salah satu partner utama institusi pendidikan, Universitas Pattimura khususnya FATEK UNPATTI, sejak dimulainya program, untuk peningkatan kapasitas mereka untuk memberikan pendidikan dan training energi terbarukan di Maluku.
4. Universitas VUW memiliki spesialisasi Rekayasa Sistem Energi Terbarukan dibawah program Teknik Kelistrikan dan Elektronik. Infratec dan VUW telah bekerja sama dalam beberapa inisiatif dalam beberapa tahun terakhir, termasuk Infratec menerima mahasiswa penerima beasiswa musim panas yang melakukan penelitian di waktu lalu
5. Infratec Limited telah menandatangani kontrak dengan YMCI, organisasi nirlaba untuk bantuan dan pembangunan yang berkedudukan Trihamas Finance Building Jl. TB Simatupang Kav. 11 Lt. 1 Tanjung Barat Jakarta Selatan-Indonesia , dan Kantor Lapangan di Jln. Pitu Ina, Kel. Amantelu, Sirimau, Kota Ambon, Maluku. Merujuk pada Penyataan Memulai Pekerjaan tanggal 01 Mei 2018, YMCI ditunjuk sebagai pelaksana Program NZMATES, termasuk didalamnya melakukan penandatanganan perjanjian dengan mitra.
6. Program NZMATES diberikan persetujuan dari MFAT pada Oktober 2022 untuk mendanai Project penelitian bersama studi potensi energi arus laut di dua lokasi ini, dimana dua

under which two students from VUW will travel to Ambon, Maluku and carry out field research under the supervision of FATEK UNPATTI and NZMATES, with a maximum value of NZD 43,650 (Forty Three Thousand Six Hundred Fifty New Zealand Dollar) as attached in Annex 1.

THE PARTIES shall in good faith undertake to perform their rights and obligations under Cooperation Agreement in accordance with its terms, as well as the Indonesian government's procedures and policies on international research cooperation, The Parties have agreed as follows:

ARTICLE 1 GOAL

The purposes of this Cooperation Agreement are:

1. The research collaboration will contribute to four main objectives: (a) Improving the availability of data on renewable energy in Maluku, (b) Strengthen UNPATTI's ability to deliver renewable energy training through supporting the research capabilities of the Engineering Faculty, (c) Building relationships between Maluku and New Zealand education institutions, and (d) through achieving the above objectives, supporting the increased uptake of renewable energy in Maluku province.
2. Defining the respective roles and responsibilities of **EACH PARTY** in the preparation, implementation, and closing of the research project.
3. Specifying financial contributions and obligations of **EACH PARTY** in relation to the project.

ARTICLE 2 ROLES AND RESPONSIBILITIES

1. YMCI agrees to:

- a. Provide (or support Infratec to provide) funding to support two students from VUW in their preparation for travel to Ambon, Maluku, including processing Indonesian research permits, applying for visas, ensuring they receive all necessary immunisations and pre-travel briefings, as well as funding to support the students' activities in Maluku, including

mahasiswa VUW akan melakukan kunjungan ke Ambon, Maluku dalam rangka penelitian lapangan bersama dan dibawah supervisi FATEK UNPATTI dan NZMATES, dengan nilai maksimal NZD 43,650 (Empatpulu Tiga Ribu Enamratus Limapulu New Zealand Dollar).

PARA PIHAK dengan itikad baik akan melaksanakan hak dan kewajiban dalam Perjanjian Kerjasama dengan ketentuan – ketentuan, serta kebijakan pemerintah Indonesia dalam kerjasama penelitian internasional, Para Pihak menyetujui sebagai berikut:

PASAL 1 MAKSUD DAN TUJUAN

Tujuan dari Perjanjian Proyek ini antara lain:

1. Kerjasama penelitian ini akan berkontribusi pada tiga tujuan utama: (a) Meningkatkan ketersediaan data energi terbarukan di Maluku, (b) Memperkuat kemampuan UNPATTI dalam memberikan pelatihan energi terbarukan melalui dukungan kemampuan penelitian Fakultas Teknik, (c) Membangun relasi antara institusi pendidikan Maluku dan Selandia Baru, dan (d) melalui pencapaian tujuan di atas, mendukung peningkatan penyerapan energi terbarukan di provinsi Maluku
2. Untuk menentukan tanggung jawab dan peran dari **setiap PIHAK** dalam proses persiapan, implementasi, dan penutupan proyek penelitian.
3. Untuk menentukan kontribusi finansial dan kewajiban dari **setiap PIHAK** sehubungan dengan proyek dimaksud.

PASAL 2 PERAN DAN TANGGUNG JAWAB

1. YMCI sepakat untuk:

- a. Menyediakan dana untuk mendukung mahasiswa dalam persiapan mereka untuk perjalanan, termasuk mengurus izin penelitian di Indonesia, mengajukan visa, memastikan mereka menerima semua imunisasi yang diperlukan, briefing praperjalanan, akomodasi, mengadakan lokakarya, seminar atau pelatihan dan

accommodation, local travel and other related activities in collaboration with FATEK UNPATTI, estimated at a maximum value of approximately NZD 35,650 (Thirty Five Thousand Six Hundred Fifty New Zealand Dollar).

- b. Support the students in their day-to-day activities and well-being during their time in Maluku through pre-trip briefings, assistance with travel and accommodation and availability of support personnel and mentors.
 - c. Provide support for other activities agreed upon by the Parties.
2. **FATEK UNPATTI** agrees to:
- a. Assign qualified supervisors, researchers, students and technicians to assist in the implementation of activities under this Cooperation Agreement.
 - b. Assist in arranging the necessary permits including Study Permit and guarantee letter for the VUW students for the purpose of entering and leaving Indonesia when necessary.
 - c. Provide support for other activities agreed upon by the parties.
3. **SECS VUW** agrees to:
- a. Provide stipend contribution to support the students, at a maximum value of NZD 8,000 (Eight Thousand New Zealand Dollar).
 - b. Assign qualified supervisors, researchers, students and technicians to assist in the implementation of activities under this Cooperation Agreement.
 - c. Provide support for other activities agreed upon by the parties.

ARTICLE 3 RESEARCH LEADER TEAM

1. Each **PARTY** shall assign a Project Leader for this project.

kegiatan terkait lainnya bekerja sama dengan FATEK Unpatti, diperkirakan nilai maksimum sekitar NZD 35,650 (Tigapulu Lima Ribu Enamratus Limapulu New Zealand Dollar).

- b. Menyediakan dukungan untuk mahasiswa VUW selama berada di Maluku, baik kegiatan briefing sebelum keberangkatan ke lapangan, asistansi travel dan akomodasi, dan juga terkait ketersediaan personel untuk supervise dan mentoring kegiatan penelitian.
 - c. Dukungan kegiatan lainnya yang telah disepakati oleh para pihak;
2. **FATEK UNPATTI** sepakat untuk:
- a. Menugaskan supervisor, peneliti, mahasiswa dan teknisi yang memenuhi syarat untuk membantu pelaksanaan kegiatan di bawah Perjanjian Kerjasama ini.
 - b. Membantu pengurusan izin-izin yang diperlukan, termasuk Surat Ijin Belajar dan surat penjamin bagi para mahasiswa VUW untuk keperluan masuk dan keluar Indonesia bila diperlukan.
 - c. Menyediakan dukungan untuk kegiatan lainnya yang telah disepakati oleh para pihak.
3. **SECS VUW** sepakat untuk:
- a. Memberikan kontribusi dana untuk mendukung uang saku siswa senilai NZD 8,000 (Delapan Ribu New Zealand Dollar).
 - b. Menugaskan penyelia, peneliti, mahasiswa, dan teknisi yang berkualifikasi untuk membantu pelaksanaan kegiatan di bawah Perjanjian Kerjasama ini.
 - c. Memberikan dukungan untuk kegiatan lain yang disepakati para pihak.

PASAL 3 TIM PIMPINAN RISET

1. Setiap **PIHAK** akan menunjuk seorang Pimpinan Proyek untuk proyek ini.

2. The Project Leader will be responsible for organizing the related activities, supervising and evaluating the fulfillment of the work scheme.
3. The Project Leaders are representation of **each party**. The Project Leaders from YMCI-NZMATES Programme, FATEK UNPATTI, and SECS VUW are as follows:

Research Lead at YMCI NZMATES Programme is assigned to:
 Sr. Stakeholder Engagement & Partnership Officer
 Sheflijane Toumahuw
 email: sheflijane@nzmates.org

Research Lead at Engineering Faculty Pattimura University is assigned to:
 Deputy Dean 1, Head of Academic
 email: max.rumaherang@fatek.unpatti.ac.id

Research Lead at School of Engineering and Computer Science Victoria University of Wellington is assigned to:
 Chair of Sustainable Energy Systems
 Prof. Alan Brent
 email: alan.brent@vuw.ac.nz

2. Pimpinan Proyek akan bertanggung jawab untuk mengatur kegiatan terkait, mengawasi dan mengevaluasi pemenuhan skema kerja.
3. Pimpinan Proyek adalah perwakilan dari masing-masing pihak. Pimpinan Proyek dari YMCI-Program NZMATES, FATEK UNPATTI, dan SECS VUW adalah sebagai berikut:

Pimpinan riset dari Program NZMATES YMCI ditugaskan ke:
 Sr. Stakeholder Engagement & Partnership Officer
 email: sheflijane@nzmates.org

Research Lead at Engineering Faculty Pattimura University is assigned to:
 Wakil Dekan 1 Bidang Akademik
 email: max.rumaherang@fatek.unpatti.ac.id

Research Lead at School of Engineering and Computer Science Victoria University of Wellington is assigned to:
 Chair of Sustainable Energy Systems
 Prof. Alan Brent
 email: alan.brent@vuw.ac.nz

4. In the event, the PARTY needs to substitute its Research Leader, the PARTY shall inform the other PARTY concerning such substitution in writing.

ARTICLE 4 **TERM OF THE COOPERATION AGREEMENT**

1. The Cooperation Agreement shall be effective from the date of its signing and be valid during the duration of the research.
2. This Cooperation Agreement may be extended by written consent of **THE PARTIES**, or amended by the exchange of letters signed by an authorized signatory of each **PARTY** then set forth in an Addendum as an integral and inseparable part of this Cooperation Agreement.
3. The termination of this Cooperation Agreement shall not prejudice the completion of any ongoing programs that have been agreed upon by the Parties.
4. In the event that either **PARTY** wishes to terminate this Project Agreement prior to the term as above

4. Apabila diperlukan untuk mengganti Pimpinan Riset, **PIHAK** lainnya harus diberitahu tentang perubahan ini secara tertulis.

PASAL 4 **JANGKA WAKTU PERJANJIAN KERJASAMA**

1. Perjanjian Kerjasama efektif sejak tanggal penandatanganannya dan berlaku selama masa penelitian.
2. Perjanjian Kerjasama ini dapat diperpanjang dengan persetujuan tertulis **PARA PIHAK**, atau diubah melalui surat-menyerat yang ditandatangani resmi oleh masing-masing PIHAK, kemudian dituangkan dalam suatu Addendum yang merupakan satu kesatuan dan tidak terpisahkan dari Perjanjian Kerjasama ini.
3. Pemutusan Perjanjian Kerjasama ini tidak mengurangi penyelesaian program yang sedang berjalan yang telah disepakati oleh Para Pihak.
4. Dalam hal salah satu **PIHAK** ingin mengakhiri Perjanjian Proyek ini sebelum jangka waktu yang disebutkan di atas, **PARA PIHAK** akan

mentioned, **THE PARTIES** shall negotiate in good faith regarding the consequences of early termination, such as the amount of fund has already spent and ownership of any assets.

ARTICLE 5 **INTELLECTUAL PROPERTY RIGHTS, RESULT, PUBLICATION AND CONFIDENTIALITY**

1. Any Intellectual Property Rights (IPR) brought by either Party for the implementation of activities under this Cooperation Agreement shall remain the property of that Party. However, that Party warrants that, to the best of that Party's knowledge, the IPR has not resulted from the infringement of any third Party's legitimate rights. Further that Party shall be liable for any claim made by any third Party on the ownership and legality of the use of IPR which is brought in by the forementioned Party for the implementation of joint research activities under this Cooperation Agreement.
2. Any IPR resulting from joint research activities conducted under this Cooperation Agreement will be jointly owned by the Parties and the Parties shall be allowed to use such property for non-commercial purposes free of royalty. Should the IPR, data, or information resulting from research activities under this Cooperation Agreement be used for commercial purposes by one Party, the other Parties shall be entitled to royalties obtained from the use of such property, based on relative contribution to the IPR.
3. The Parties are entitled to use the results of their scientific cooperation for further educational and scientific purposes, including the right to publish the results. The proposed Party shall inform the other Party regarding publication and discuss the potential to draw the publication jointly allowing for co-authorship. Publication in Indonesia will be the responsibility of FATEK UNPATTI or a body designated by FATEK UNPATTI, but the selection of material and the content of annotations will be decided in agreement with the researcher for as long as they remain alive. The researcher has the right to publish selections from the research results, or the results as a whole, outside Indonesia, in any medium. The selection of material and content of annotations will be decided in agreement with the

bernegosiasi dengan itikad baik mengenai akibat penghentian dini, termasuk mengenai jumlah dana yang telah dibelanjakan dan kepemilikan aset.

PASAL 5 **HAK ATAS KEKAYAAN INTELEKTUAL, HASIL, PUBLIKASI DAN KERAHASIAAN**

1. Setiap Hak Kekayaan Intelektual (HKI) yang dibawa oleh salah satu Pihak untuk pelaksanaan kegiatan di bawah Perjanjian Kerjasama ini akan tetap menjadi milik Pihak tersebut. Namun, Pihak tersebut menjamin bahwa, sepanjang pengetahuan Pihak tersebut, HKI tidak diakibatkan oleh pelanggaran hak-hak sah Pihak ketiga manapun. Selanjutnya Pihak tersebut bertanggung jawab atas setiap tuntutan yang dibuat oleh Pihak ketiga atas kepemilikan dan legalitas penggunaan HKI yang diajukan oleh Pihak tersebut di atas untuk pelaksanaan kegiatan penelitian bersama di bawah Perjanjian Kerjasama ini.
2. Setiap HKI yang dihasilkan dari kegiatan penelitian bersama yang dilakukan berdasarkan Perjanjian Kerjasama ini akan dimiliki bersama oleh kedua Pihak dan kedua Pihak diperbolehkan untuk menggunakan properti tersebut untuk tujuan non-komersial tanpa royalti. Jika HKI, data, atau informasi yang dihasilkan dari kegiatan penelitian di bawah Perjanjian Kerjasama ini digunakan untuk tujuan komersial oleh satu Pihak, Pihak lainnya berhak atas royalti yang diperoleh dari penggunaan properti tersebut, berdasarkan kontribusi relatif terhadap HKI.
3. Para Pihak berhak menggunakan hasil kerja sama ilmiah mereka untuk tujuan pendidikan dan ilmiah lebih lanjut, termasuk hak untuk mempublikasikan hasilnya. Pihak yang diusulkan harus menginformasikan Pihak lainnya mengenai publikasi dan membahas potensi untuk menarik publikasi bersama-sama. memungkinkan untuk co-penulisan. Publikasi di Indonesia akan menjadi tanggung jawab FATEK UNPATTI atau badan yang ditunjuk oleh FATEK UNPATTI, tetapi pemilihan materi dan isi keterangan akan diputuskan dengan persetujuan peneliti selama ia masih hidup. Peneliti berhak mempublikasikan pilihan hasil penelitian, atau hasil penelitian secara keseluruhan, di luar Indonesia, dalam media

researcher for as long as they remain alive and in consultation with FATEK UNPATTI.

4. IPR developed under the auspices of this project, including technical designs, data and training material shall remain the property of the party that produced it, unless otherwise stated in the document produced.

ARTICLE 6 OVERSIGHT AND MANAGEMENT

1. The provisions of the Partnership Arrangement for New Zealand-Maluku Access to Renewable Energy Support (NZMATES) between NZ MFAT, EBTKE and PLN and signed on April 18th 2019, on Oversight and Management apply to this project.
2. The provisions of Memorandum of Undesrtanding for Cooperation in Renewable Energy Training and Education in Maluku Province between YMCI and Pattimura University and signed on May 19th 2019 on Oversight and Management apply to this project.

ARTICLE 7 SETTLEMENT OF DISPUTE

1. **THE PARTIES** agree to resolve any dispute/disagreement that may arise during the implementation of this Cooperation Agreement in good faith.
2. In case the dispute cannot be resolved by **THE PARTIES**, mediation may be facilitated by an independent third party agreed to by **THE PARTIES**.

apapun. Pemilihan bahan dan isi anotasi akan diputuskan dengan persetujuan peneliti selama ia masih hidup dan berkonsultasi dengan FATEK UNPATTI.

4. Hak Kekayaan intelektual yang dikembangkan dibawah naungan proyek ini, termasuk desain teknis, data dan materi pelatihan akan tetap menjadi milik pihak yang memproduksinya, kecuali dinyatakan lain dalam dokumen yang diproduksi.

PASAL 6 MANAJEMEN DAN PENGAWASAN

1. Ketentuan dari Perjanjian Kemitraan tentang Akses New Zealand-Maluku untuk Dukungan Energi Terbarukan (NZMATES) antara NZ MFAT, EBTKE dan PLN yang ditandatangani pada tanggal 18 April 2019 tentang Manajemen dan Pengawasan berlaku untuk proyek ini.
2. Ketentuan dari Nota Kesepahaman tentang Kerjasama Pendidikan Dan Training di Bidang Energi Terbarukan di Provinsi Maluku antara YMCI dan Universitas Pattimura yang ditandatangani pada tanggal 19 Mei 2019 tentang Manajemen dan Pengawasan berlaku untuk proyek ini.

PASAL 7 PENYELESAIAN PERSELISIHAN

1. **PARA PIHAK** sepakat untuk menyelesaikan setiap perselisihan/pertentangan yang mungkin timbul selama pelaksanaan kegiatan berdasarkan Perjanjian Kerjasama ini dengan itikad baik.
2. Apabila perselisihan tidak dapat diselesaikan oleh **PARA PIHAK**, mediasi dapat difasilitasi oleh pihak ketiga yang independen yang disetujui oleh **PARA PIHAK**.

Signed on December 6th, 2022

SIGNED FOR AND ON BEHALF
OF
YAYASAN MERCY CORPS
INDONESIA

SIGNED FOR AND ON BEHALF
OF THE
ENGINEERING FACULTY
PATTIMURA UNIVERSITY

SIGNED FOR AND ON BEHALF
OF THE
SCHOOL OF ENGINEERING
AND COMPUTER SCIENCE
VICTORIA UNIVERSITY OF
WELLINGTON



ADE SOEKADIS
Executive Director
Yayasan Mercy Corps
Indonesia



Dr. Pieter Th. Berhitu, ST, MT
Dekan
Fakultas Teknik
Universitas Pattimura



Dr. Craig Watterson
Head
School of Engineering and
Computer Science
Victoria University of
Wellington