

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AGENCY FOR METEOROLOGY, CLIMATOLOGY, AND GEOPHYSICS
OF THE REPUBLIC OF INDONESIA
AND
SLOVAK HYDROMETEOROLOGICAL INSTITUTE
OF THE SLOVAK REPUBLIC
ON COOPERATION IN THE FIELD OF METEOROLOGY**

The Agency for Meteorology, Climatology, and Geophysics of the Republic of Indonesia (hereinafter referred to as "BMKG"), with registered address at Jl. Angkasa I No. 2 Kemayoran, Jakarta Pusat, DKI Jakarta 10610, Indonesia and the Slovak Hydrometeorological Institute of the Slovak Republic, (hereinafter referred to as "SHMU"), with registered address at Jeséniova 17, 833 15, Bratislava, Slovak Republic, hereinafter referred to collectively, as the "Parties" or individually as the "Party":

Recognizing, that the Parties, as members of the World Meteorological Organisation (WMO), are playing an important role in meeting the environmental policy objectives of the governments of both countries;

Further Recognizing, that the Parties have similar scope of tasks and responsibilities, among others implementing obligations resulted from the multilateral agreements that their countries are party to, as well as obligations related to the monitoring of environment and provision of forecast and warning to their government and public.

Desiring to promote result-oriented cooperation between the Parties based on the principles of mutual respect and benefit in accordance with the prevailing laws and regulations of their respective countries.

Have reached understanding on the following:

**Article 1
PURPOSE**

The purpose of this Memorandum of Understanding, hereinafter referred to as the "MOU", is to set up cooperation framework between the Parties in the field of meteorology through scientific and technical cooperation in the areas of mutual interest and in accordance with the relevant tasks and programmes set by the governments of both countries.

**Article 2
SCOPE OF COOPERATION**

The cooperation under this MoU will be focused on the mutual interest of the following areas by respecting the sovereignty right of the countries of each Parties:

- a. joint development in the field of meteorology; and
- b. capacity building.

Article 3

FORM OF COOPERATION

The Parties agree to deepen the mutual co-operation through the following form:

- a. organization of meetings, workshops, and trainings.
- b. joint scientific and technical projects on the issues of mutual interest;
- c. exchange of information and sharing best practices;
- d. conducting internships for experts and students of the Parties;
- e. facilitating direct contacts among representatives of private sector in both countries dealing with issues related to hydrometeorology;
- f. organizing development G to G aid, if and where applicable; and
- g. any other form of cooperation to be agreed by the Parties in writing.

Article 4

IMPLEMENTATION ARRANGEMENTS

- (1) The implementation of this MOU shall be conducted in accordance with the prevailing laws and regulations of the respective Parties, as well as the relevant international treaties of which Indonesia and Slovakia are party to.
- (2) Any specific joint projects with legally binding obligations shall be regulated in separate written agreements to be concluded between the Parties before the commencement of the project.
- (3) For the implementation of cooperation under this MOU, the Parties designate the following focal points to be responsible for coordination and communication:
 - a. For BMKG: Dwi Budi Sutrisno (Mr.), Executive Secretary,
e-mail: _____, Tel: _____
 - b. For SHMU: Ing. Jana Poárová (Mrs.), Head of Hydrology,
e-mail: _____ Tel: _____
- (4) With the aim of monitoring and evaluating the implementation of this MOU, the Parties may convene a meeting whenever deemed necessary, alternately in Indonesia and Slovak or virtually. The modalities of such meeting will be decided and communicated by the Parties through diplomatic channels.

Article 5

INTELLECTUAL PROPERTY RIGHTS

Treatment of intellectual property rights developed through collaborations under this MOU will be determined between the Parties through mutual consultation and separate written agreements on a case-by-case basis.

Article 6

FUNDING OF ACTIVITIES

Each Party will be responsible for its own costs, subject to the availability of the fund, in connection with all matters relating to collaboration activities under this MOU. Where possible and appropriate, either Party may also seek funding for the implementation of this MOU from third party, subject to mutual consent of the Parties.

Article 7

CONFIDENTIALITY

- (1) The Parties agree to maintain the confidentiality of document, data and information exchanged for or resulted from collaboration activities under this MOU which is marked as "confidential".

- (2) If either Party wishes to disclose such confidential document, data and information, that Party shall obtain written consent from the other Party before any disclosure can be made.

ARTICLE 8 CODE OF CONDUCT

- (1) The Parties shall take necessary measures to ensure that its personnel engaged in the collaboration activities under this MOU will comply with the laws and regulations of the host country and will not engage in political affairs and any commercial ventures or activities as well as any activities inconsistent with the purposes and objectives under this MOU.
- (2) Any violation of the provision of Paragraph 1 of this Article will result in imposition of necessary measures to be taken by the host country to the personnel involved in accordance with its prevailing laws and regulations.

ARTICLE 9 AMENDMENT

- (1) This MoU may be amended at any time by mutual written consent of the Parties.
- (2) Any amendment to this MoU shall be agreed in writing and signed by both Parties. Such amendment shall be effective on the date to be determined by the Parties and shall form as an integral part of this MOU.

ARTICLE 10 SETTLEMENT OF DISPUTES

Any disputes related to the interpretation and/or implementation of this MOU shall be settled amicably through consultations or negotiations between the Parties.

ARTICLE 11 PUBLICATION

- (1) Any publication made by either Party using information, documents, and/or data acquired or resulted from the collaboration activities under this MOU shall obtain prior written consent of the other Party before such publication can be made.
- (2) Such publication shall acknowledge the owner and/or author of such information, documents, and/or data.

ARTICLE 12 ENTRY INTO EFFECT, DURATION AND TERMINATION

- (1) This MOU shall come into effect on the date of the last written notification by either Party to the other Party, through diplomatic channel, notifying the completion of its internal procedures necessary for the entry into force of this MoU. This MoU shall be effective for a period of five (5) years. It may be extended by mutual written agreement by the Parties through diplomatic channel.
- (2) This MOU may be terminated by either Party by giving written notification to the other Party at least three (3) months prior to the intended date of termination.
- (3) The termination or expiration of this MOU shall not affect the completion of on-going collaboration activities, unless the Parties decide otherwise.

In witness whereof, the undersigned being duly authorized thereto, have signed this MOU.

Done in duplicate in Jakarta on 8 FEBRUARY 2022 and in Bratislava on 24 SEPTEMBER 2021, each in the Indonesian and English languages, all texts are being equally authentic. In case

of any divergence of interpretation, the English text shall prevail.

The Parties to this MoU hereby confirm their agreement to its terms by the following signatures:

For the Agency for Meteorology,
Climatology, and Geophysics of the
Republic of Indonesia

For the Slovak
Hydrometeorological Institute of
the Slovak Republic

Dwikorita Karnawati
Head

Martin Benko
Director General

Memorandum of understanding between the Agency for Meteorology, Climatology and Geophysics of The Republic of Indonesia and Slovak Hydrometeorological Institute

Memorandum o porozumení medzi Agentúrou pre meteorológiu, klimatológiu a geofyziku republiky Indonézie a SHMÚ.

Preklad:

Stručné zdôvodnenie účelu predkladanej písomnosti:

Účelom predkladaného memoranda o porozumení, ďalej len „MOU“, je vytvoriť rámec spolupráce medzi zmluvnými stranami v oblasti meteorológie a hydrológie prostredníctvom vedeckej a technickej spolupráce v oblastiach spoločného záujmu a v súlade s príslušnými úlohami a programy stanovené vládami oboch krajín.

Spolupráca v rámci MOU sa zameria na tieto oblasti:

- a) Monitorovacia sieť: návrh a prevádzka monitorovacích sietí vrátane optimalizácie existujúcich sietí meteorologických a hydrologických služieb a predpovedí;
- b) Budovanie kapacít v otázkach spoločného záujmu.

Forma spolupráce:

Strany súhlasia s prehĺbením vzájomnej spolupráce prostredníctvom tohto formulára:

- a) organizácia stretnutí, workshopov a školení;
- b) spoločné vedecké a technické projekty v otázkach spoločného záujmu;
- c) výmena informácií a zdieľanie osvedčených postupov;
- d) vedenie stáží pre odborníkov a študentov zmluvných strán;
- e) uľahčenie priamych kontaktov medzi zástupcami súkromného sektora v oboch krajinách, ktoré sa zaoberajú problémami súvisiacimi s hydrometeorológiou;
- f) organizovanie rozvojovej pomoci G2G, ak je to vhodné;
- g) akúkoľvek inú formu spolupráce, na ktorej sa strany písomne dohodnú.

Realizačné ustanovenia:

1. Implementácia MOU sa bude vykonávať v súlade s platnými zákonmi a predpismi príslušných strán, ako aj s príslušnými medzinárodnými zmluvami, ktorých zmluvnou stranou sú Indonézia a Slovensko.
2. Akékoľvek konkrétne spoločné projekty s právne záväznými povinnosťami sa upravia v samostatných písomných dohodách, ktoré sa medzi zmluvnými stranami uzatvoria pred začatím projektu.
3. Na účely vykonávania spolupráce podľa MOU zmluvné strany určujú tieto kontaktné osoby, ktoré budú zodpovedné za koordináciu a komunikáciu:
 - a) Za SHMU: Ing. Jana Poórová riaditeľka úseku Hydrológická služba, e-m:
4. S cieľom monitorovania a hodnotenia vykonávania MOU môžu zmluvné strany zvolať stretnutie, kedykoľvek to budú považovať za potrebné, striedavo v Indonézii a na Slovensku alebo virtuálne.

Financovanie činností:

Každá strana bude zodpovedať za svoje vlastné náklady v súvislosti so všetkými záležitosťami súvisiacimi s činnosťami spolupráce podľa tohto MOU. Ak je to možné a vhodné, ktorákoľvek zo strán môže tiež požiadať o financovanie vykonávania tohto MOU od tretej strany, a to na základe vzájomného súhlasu strán.