



Australian Government

Department of Foreign Affairs and Trade



MUTUAL ARRANGEMENT

Commonwealth of Australia represented by the Department of Foreign Affairs and Trade ABN 47 065 634 525 acting through the **Australian Consulate-General Surabaya**

AND

Universitas Diponegoro

Relating to the #AUSSIEBANGET CORNER

**DFAT ARRANGEMENT NUMBER: SB18/55
ARRANGEMENT made 27 August 2024**

And

**UNIVERSITAS DIPONEGORO AGREEMENT NUMBER: 199/UN7.A/KS/2024
dated 27 August 2024**

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THIS MUTUAL ARRANGEMENT is made this 27 August 2024

BETWEEN:

The **GOVERNMENT OF AUSTRALIA**, represented by the **DEPARTMENT OF FOREIGN AFFAIRS AND TRADE, ABN 47 065 634 525** acting through the **AUSTRALIAN CONSULATE-GENERAL SURABAYA**, having its address at Jalan Dokter Ir. H. Soekarno Number 198, Klampis Ngasem, Sukolilo, Surabaya, East Java Province, Indonesia 60117, represented by **Fiona Hoggart** in her capacity as **Consul-General**

AND

UNIVERSITAS DIPONEGORO, a Legal Entity of State University under the law of the Government Regulation No. 7 1961 and Decree Minister of Education, Teaching and Culture No. 101247/UU on December 3, 1960, with its registered office at Jalan Prof. Sudarto, S.H., Tembalang, Semarang, Central Java Province, Indonesia 50275, represented by **Suharnomo** in his capacity as **Rector**

(respectively ‘the Participants’).

The Australian Consulate-General Surabaya and Universitas Diponegoro will enter into a “**Mutual Arrangement between the Australian Consulate-General Surabaya and Universitas Diponegoro relating to the #AussieBanget Corner program**”.

1. NAME OF ACTIVITY

1.1. The name of the activity is **#AussieBanget Corner (“ABC”)**.

2. GENERAL

- 2.1. The ABC is a self-contained, Australian-themed open area. It houses a selection of Australian-themed books and educational materials including non-fiction resources and award-winning fiction. The books and materials will be managed by the International Relations Office. The ABC will provide a space for university students to access information on opportunities to study in Australia and access to the National Library of Australia’s online catalogue, e-Trove.
- 2.2. The ABC will act as a venue for hosting alumni events, including student gatherings, seminars, group discussions and Q and A sessions.
- 2.3. The ABC will also act as a venue used by the Australian Consulate-General Surabaya for hosting visits and events.

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3. PURPOSE

The ABC aims to generate the following objectives:

- 3.1 To promote understanding of Australia, and Australian education amongst university students, academics, alumni and the community.
- 3.2 To provide students with access to resources and information regarding education and scholarship opportunities in Australia.
- 3.3 As a venue to hold events when appropriate.

4. COMMENCEMENT AND DURATION

- 4.1. This Mutual Arrangement will commence on the date it is signed by the Participants and will conclude on **27 August 2026**
- 4.2. Either Participant may terminate this Mutual Arrangement by giving written notice of its intention to terminate to the other Participant. In the event that written notice of termination is given, this Mutual Arrangement will terminate three months after the date that the other Participant receives that notice of the intention to terminate.

5. COORDINATING AND IMPLEMENTING AUTHORITIES

- 5.1. The Coordinating and Implementing Authorities for the ABC will be:
 - (a) **Australian Consulate-General Surabaya.**
 - (b) **International Relations Office, Universitas Diponegoro.**

6. LOCATION

- 6.1. ABC fit outs designed by the Australian Consulate-General Surabaya have been installed in the Central Library Building, Universitas Diponegoro, Jalan Prof. Sudarto, S.H., Tembalang, Semarang 50275.

7. COORDINATION AND MANAGEMENT ARRANGEMENTS

The Australian Consulate-General Surabaya

- 7.1. The Australian Consulate-General Surabaya will provide the following management and coordination functions to assist with the implementation, progress and monitoring of the ABC:
 - (a) Coordinate with Universitas Diponegoro and appoint one point of contact who will assist International Office and ABC Volunteer Committee in facilitating ABC-related activities.
 - (b) Provide ABC guidelines and briefing for International Office staff and ABC Volunteers once per year, or as required.
 - (c) Continue to provide educational resources for the ABC, including Australian Consulate-General Surabaya, National Library of Australia (NLA), and Study in Australia information; and access to the NLA's database (e-Trove) which contains journal articles, books, magazines and newspapers.

Universitas Diponegoro

- 7.2. Universitas Diponegoro will support the implementation of ABC programs by establishing the following internship program for university students, known as the ABC Volunteers program:

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- (a) Universitas Diponegoro students may enrol in the ABC Volunteers program for six months.
- (b) Universitas Diponegoro will appoint and support 3-5 ABC Volunteers every six-months for the duration of this Mutual Arrangement.
- (c) Universitas Diponegoro will record participation of the ABC Volunteers program in the student's Student Activity Transcript (SAT).
- (d) Universitas Diponegoro will be responsible for developing and implementing an activity and event plan to support the ABC's objectives, outlined in paragraph 3 of this Mutual Arrangement.
- (e) ABC Volunteers will coordinate with the Universitas Diponegoro International Office and the Australian Consulate-General Surabaya for each event/program proposal.
- (f) Each program/event held at the ABC must be approved by Universitas Diponegoro International Office and the Australian Consulate-General Surabaya.

7.3. Universitas Diponegoro International Office will provide the following management and coordination functions to assist with the implementation, progress and monitoring of the ABC:

- (a) Appoint one point of contact who will supervise the ABC Volunteer Committee and coordinate with the Australian Consulate-General Surabaya on ABC related matters.
- (b) Universitas Diponegoro International Office will recruit, appoint and supervise members of the ABC Volunteers Committee who will manage the ABC.
- (c) Universitas Diponegoro International Office will facilitate access to the ABC for relevant Australian Consulate-General Surabaya staff and members of the ABC Volunteers Committee for activities on request.

Under the Universitas Diponegoro International Office's supervision, the ABC Volunteers Committee will:

- (d) Appoint two points of contact who will act as the main liaison between the Universitas Diponegoro International Office and the Australian Consulate-General Surabaya on matters relating to the ABC program.
- (e) Actively advocate for and promote Australia, Australian education and the Australia-Indonesia relationship to students, staff and the general public as required.
- (f) Organise at least four activities per year at the ABC, maintain online and offline engagement and become the ABC point of contact for other students, university staff and the general public as required.
- (g) Provide one (1) annual monitoring and evaluation report to the Australian Consulate-General Surabaya and the Universitas Diponegoro International Office on the ABC program and activities.
- (h) Liaise with the Australian Consulate-General Surabaya regarding stock of materials in the ABC and maintenance requirements.

Together with the ABC Volunteers Committee, the Universitas Diponegoro International Office will;

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- (i) Maintain the ABC facilities and resources, ensuring the space remains clean and in good working condition.
- (j) Manage the ABC and monitor the condition, usage, borrowing of and access to materials and facilities.

8. MATERIALS, SERVICES AND EQUIPMENT TO BE SUPPLIED

The Australian Consulate-General Surabaya

8.1. The Australian Consulate-General Surabaya to the extent permitted by prevailing laws and regulation will provide the following materials, services and equipment: books, brochures, prospectus and other materials based on availability and budget for the ABC.

Universitas Diponegoro

8.2. Universitas Diponegoro to the extent permitted by prevailing laws and regulation, will provide the following materials, services and equipment for the ABC: continue to provide location and sufficient space, appropriately located, for ABC with internet facilities, electricity and easy access for students and the public, free of rent and other charges.

9. ACTIVITY DESCRIPTION

9.1. The ABC will engage with students, staff and the general public through a series of events and activities organised by the Australian Consulate-General Surabaya, the ABC Volunteer Committee, and Australian Consulate-General Surabaya partners, including Australian education providers.

9.2. Activities and events at the ABC may:

- (a) Provide an opportunity for university students, alumni and university staff to host regular discussion groups or other activities related to Australia.
- (b) Offer university students and alumni the opportunity to broaden their networks, to continue to improve their language skills and to continue to engage with Australia.
- (c) Provide an opportunity for university students considering study in Australia to engage with alumni and to learn from their experiences.
- (d) Provide the opportunity for both alumni and prospective university students to engage with and hear from industry professionals and academics, such as guest lectures, discussions and other activities.
- (e) Others as decided.

10. FINANCIAL RESPONSIBILITY

The Australian Consulate-General Surabaya

10.1 The Australian Consulate-General Surabaya may allocate funds to support selected ABC activities proposed by the ABC Volunteer Committee (using *Request for Funds*)

Universitas Diponegoro

10.2 Universitas Diponegoro will maintain access to and use of Australian Consulate-General Surabaya, NLA and Study in Australia materials, and the NLA database (e-Trove) which contains journal articles, books, magazines and newspapers.

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11. STATUS OF ARRANGEMENT

- 11.1. This Arrangement serves only as a record of its Participants' intentions and does not constitute or create (and is not intended to create) obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding obligations (expressed or implied).

12. SETTLEMENT OF DISPUTES

- 12.1. Differences that may arise concerning its interpretation or application will be dealt with in an amicable way as the appropriate method of achieving the peaceful settlement of those differences between the Participants.
- 12.2. The Participants will consult together at any time upon written request of either Participants regarding any matter relating to this Mutual Arrangement and will endeavour jointly in a spirit of cooperation, good faith and mutual trust to resolve expeditiously any difficulties or misunderstandings that may arise.

13. ANTI-CORRUPTION

- 13.1. In this paragraph:

'Corrupt Conduct' means any of the following:

- (a) conduct by any person that, directly or indirectly, adversely affects, or could adversely effect, directly or indirectly, the honest or impartial exercise of:
 - (i) the DFAT's powers, functions or duties; or
 - (ii) Universitas Diponegoro's powers, functions, or duties under this Arrangement;
 - (b) any conduct by Universitas Diponegoro that constitutes or involves a breach of public trust or abuse of office; and/or
 - (c) any conduct of Universitas Diponegoro that involves the misuse of information or documents acquired under this Arrangement.
- 13.2 The DFAT and Universitas Diponegoro are committed to preventing and detecting corruption and bribery. Universitas Diponegoro will make reasonable efforts to ensure that it and its officials, experts and other individuals or entities engaged by it do not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration, activity or benefit of any kind, which would or could be construed as an illegal or Corrupt Conduct, either directly or indirectly to any partner, including as an inducement or reward in relation to the implementation of this Arrangement or any arrangement or provision of funds in relation to its operations.
- 13.3 Universitas Diponegoro agrees that it will promptly notify DFAT of allegations of Corrupt Conduct or bribery in relation to this Arrangement, of which it has been informed or has otherwise become aware.
- 13.4 Universitas Diponegoro must inform DFAT of the progress and outcome of investigations into allegations of Corrupt Conduct involving any activities funded in whole or in part under the Arrangement without undue delay, as well as information on the status of actions undertaken, including where relevant, details of any recovery of funds.

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- 13.5 Where Corrupt Conduct by Universitas Diponegoro has occurred, Universitas Diponegoro will:
- (a) use reasonable efforts to recover any part of the funds, which Universitas Diponegoro has established on the basis of the investigation as having been lost as a result of the Corrupt Conduct;
 - (b) refer the matter to the appropriate governmental authorities; and
 - (c) if requested by DFAT, reimburse any part of the funds misappropriated through corrupt activities that is recovered by Universitas Diponegoro, or credit it to a mutually arranged activity or, where such funds are not recovered or are core funding, negotiate on a mutually agreeable solution.
- 13.6 Universitas Diponegoro must ensure that any third-party arrangements entered into for the purpose of this Arrangement include a provision equivalent to this paragraph 13.

14. FRAUD

- 14.1 For the purpose of this paragraph, 'fraudulent activity', 'fraudulent' or 'fraud' means: Dishonestly obtaining a benefit, or causing a loss, by deception or other means.
- 14.2 Universitas Diponegoro and its subcontractors will not engage in any fraudulent activity. Universitas Diponegoro is responsible for preventing and detecting fraud.
- 14.3 Universitas Diponegoro will report in writing within 5 working days to DFAT any detected, suspected, or attempted fraudulent activity involving this Arrangement.
- 14.4 In the event of detected, suspected or attempted fraud and in consultation with DFAT, Universitas Diponegoro will develop and implement a strategy to investigate, based on the principles set out in the *Australian Government Investigations Standards*. Universitas Diponegoro will undertake the investigation at Universitas Diponegoro cost.
- 14.5 Following the conclusion of an investigation, where the investigation finds Universitas Diponegoro, an employee or a subcontractor of Universitas Diponegoro, has acted in a fraudulent manner, Universitas Diponegoro will:
- (a) if relevant, where money has been misappropriated, pay to DFAT or the Project the full value of the funds that have been misappropriated; or
 - (b) where an item of property has been misappropriated, either return the item to DFAT or the project or if the item cannot be recovered or has been damaged so that it is no longer usable, replace the item with one of equal quality;
 - (c) refer the matter to the relevant Partner Country police or other authorities responsible for prosecution of fraudulent activity; and
 - (d) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action.
- 14.6 Following the conclusion of an investigation, where the investigation finds that a person or entity other than Universitas Diponegoro, an employee or

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subcontractor of Universitas Diponegoro, have acted in a fraudulent manner, the Contractor will, at Universitas Diponegoro's cost:

- (a) make every effort to recover any funds or funded property acquired or distributed through fraudulent activity, including without limitation, the following:
 - (i) take recovery action in accordance with recovery procedures, including civil litigation, available in the Partner Country;
 - (ii) refer the matter to the relevant Partner Country police or other authorities responsible for prosecution of fraudulent activity; and
 - (iii) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action.

14.7 If Universitas Diponegoro considers that after all reasonable action has been taken to recover the funds or funded property and full recovery has not been achieved or recovery has only been achieved in part, Universitas Diponegoro may seek approval from DFAT that no further recovery action be taken. Universitas Diponegoro will provide to DFAT all information, records and documents sought by DFAT to enable the DFAT delegate to make a decision on whether to approve non-recovery of Grant funds or funded property.

15. COUNTER TERRORISM

15.1. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both DFAT and Universitas Diponegoro are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of DFAT to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, Universitas Diponegoro undertakes to use its best endeavours to ensure that the Contribution is not used to provide support to individuals or entities associated with terrorism. If, during this Arrangement, Universitas Diponegoro discovers a link with any organization or individual associated with terrorism, it will inform Australian Consulate-General Surabaya immediately.

15.2. Universitas Diponegoro acknowledges that the Australian Government has adopted a policy and laws consistent with relevant international counter-terrorism treaties and UN Security Council Resolutions 1267 (1999), 1373 (2001) and successor resolutions of not providing direct or indirect support or resources to organisations and individuals associated with terrorism.

15.3. Universitas Diponegoro will use its best endeavours to ensure that funding provided under this Arrangement is expended in a manner consistent with international counter-terrorism treaties, UN Security Council Resolutions on terrorism and related Australian laws. If, during this Arrangement, Universitas Diponegoro discovers any link whatsoever with any organisation or individual listed by the United Nations 1267 Committee or the Australian Government as associated with terrorism, it will inform DFAT immediately.

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16. CHILD PROTECTION

- 16.1. Both Participants have a zero tolerance approach towards child exploitation, abuse and harm and undertake agree to act in a manner consistent with the principles of DFAT's Child Protection Policy (accessible at: www.dfat.gov.au/childprotection).
- 16.2. Both Participants will abide by their own relevant policies, international declarations, conventions, agreements and domestic legal frameworks that relate to Child Protection and accept to take timely action, including investigation, in accordance with these commitments.
- 16.3. If, during the term of this Arrangement, Universitas Diponegoro suspects or discovers an organisation or individual involved in the Activity is associated with incidents of harm, it will promptly inform DFAT.

17. PREVENTING SEXUAL EXPLOITATION, ABUSE, HARRASSMENT

- 17.1. Both Participants have a zero tolerance approach towards sexual exploitation, abuse and harassment and undertake agree to act in a manner consistent with the principles of the DFAT's Preventing Sexual Exploitation, Abuse and Harassment (PSEAH) Policy (accessible at www.dfat.gov.au/pseah).
- 17.2. Both Participants will abide by their own relevant policies, international declarations, conventions, agreements and domestic legal frameworks that relate to PSEAH and accept to take timely action, including investigation, in accordance with these commitments.
- 17.3. If, during the term of this Arrangement, Universitas Diponegoro suspects or discovers an organisation or individual involved in the Activity is associated with incidents of sexual exploitation, abuse or harassment, it will promptly inform the DFAT.

18. AMENDMENTS

- 18.1. This Mutual Arrangement may be amended at any time through an Exchange of Letters signed by the Participants.

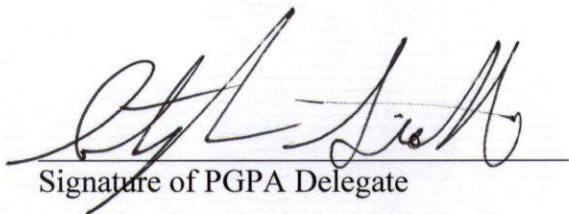
19. MISCELLANEOUS

- 19.1. This Arrangement is created in English language. In the event of ambiguities or inconsistency of interpretation, the English language will prevail.
- 19.2. The Participants guarantee that they are represented by the authorized persons indicated as signing this Mutual Arrangement.

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SIGNED for and on behalf of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs and Trade acting through the **Australian Consulate-General Surabaya** by:

in the presence of:



Signature of PGPA Delegate

Stephen Scott
Interim Head of Post



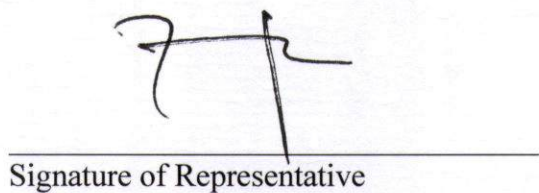
Signature of Witness

Anthony Clark
Deputy Head of Post & SAO

Date: 27 August 2024

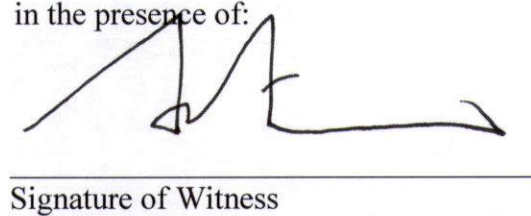
SIGNED for and on behalf of **Universitas Diponegoro** by:

in the presence of:



Signature of Representative

Suharnomo
Rector



Signature of Witness

Wijayanto
Vice-Rector for Research, Innovation, and Cooperation

Date: 27 August 2024

By executing this Mutual Arrangement, the signatory warrants that the signatory is the sole Representative of **Universitas Diponegoro** and the signatory warrants that the signatory is duly authorised to execute this Mutual Arrangement on behalf of **Universitas Diponegoro**.

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