

IMPLEMENTATION ARRANGEMENT (IA)
between
PT ORBIT VENTURA INDONESIA
and
DIRECTORATE GENERAL OF VOCATIONAL
TRAINING AND PRODUCTIVITY
DEVELOPMENT OF THE MINISTRY OF
MANPOWER, REPUBLIC OF INDONESIA
for
AMAZON WEB SERVICES re/START CLOUD
COMPUTING SKILLS DEVELOPMENT
PROGRAM AT MINISTRY OF MANPOWER
VOCATIONAL TRAINING CENTERS IN
INDONESIA

Number: 005/EX-Legal/OFA/I/2024

Number: 2/242/HK.07/I/2024

On this day, Tuesday, date of January 30th of Two Thousand and Twenty-four, in Jakarta, we the undersigned:

1. PT Orbit Ventura Indonesia (referred to as Orbit Futures Academy or Orbit), domiciled at Gedung DBS Bank Tower Lantai 28, Ciputra World 1 Jakarta, Jl. Prof. Dr. Satrio Kav 3-5, Jakarta, Selatan, 12940, Indonesia, in this matter represented by Nalin K. Singh, CEO & Director, legal representative of Orbit, and hereinafter referred to as the FIRST PARTY.
2. Directorate General of Vocational Training and Productivity Development of the Ministry of Manpower (MoM), Republic of Indonesia, domiciled at Jalan Jenderal Gatot Subroto Kav. 44, Kota Jakarta Selatan 12710, Indonesia, in this matter represented by Muhammad Ali, as the Acting Secretary of Directorate General of Vocational Training and Productivity Development, Ministry of Manpower, based on Ministerial Order Number 1/2130/KP.10.00/XI/2023, hereinafter referred to as the SECOND PARTY.

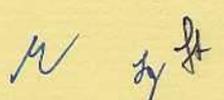
PENGATURAN PELAKSANAAN (PP)
antara
PT ORBIT VENTURA INDONESIA
dan
DIREKTORAT JENDERAL PEMBINAAN
PELATIHAN VOKASI DAN
PRODUKTIVITAS KEMENTERIAN
KETENAGAKERJAAN REPUBLIK
INDONESIA
tentang
PENGEMBANGAN KETERAMPILAN
KOMPUTASI AWAN re/START AMAZON
WEB SERVICES PADA BALAI
PELATIHAN VOKASI DAN
PRODUKTIVITAS DI INDONESIA

Nomor: 005/EX-Legal/OFA/I/2024

Nomor: 2/242/HK.07/I/2024

Pada hari ini, Selasa, tanggal 30 Januari Tahun Dua Ribu Dua Puluh Empat, di Jakarta, kami yang bertanda tangan di bawah ini:

1. PT Orbit Ventura Indonesia (selanjutnya disebut Orbit Futures Academy atau Orbit), berkedudukan di Gedung DBS Bank Tower Lantai 28, Ciputra World 1 Jakarta, Jl. Prof. Dr. Satrio Kav 3-5, Jakarta, Selatan, 12940, Indonesia, dalam hal ini diwakili oleh Nalin K. Singh, CEO & Direktur, kuasa hukum Orbit, dan selanjutnya disebut PIHAK PERTAMA.
2. Direktorat Jenderal Pembinaan Pelatihan Vokasi dan Produktivitas, Kementerian Ketenagakerjaan Republik Indonesia, berkedudukan di Jalan Jenderal Gatot Subroto Kav. 44, Kota Jakarta Selatan 12710, Indonesia, dalam hal ini diwakili oleh Muhammad Ali, Pelaksana Tugas Sekretaris Direktorat Jenderal Pembinaan Pelatihan Vokasi dan Produktivitas berdasarkan Surat Perintah Menteri Ketenagakerjaan Nomor 1/2130/KP.10.00/XI/2023 yang selanjutnya disebut PIHAK KEDUA.



3. The FIRST PARTY and the SECOND PARTY are individually referred to as PARTY and collectively are referred to as PARTIES.
4. The PARTIES have agreed to establish an Implementation Arrangement (IA) on institutionalizing Amazon Web Services (AWS) re/Start cloud computing skills development programs at MoM-managed Vocational Training Centers in Indonesia, hereinafter referred to as MoM VTC, under the following terms and conditions:

ARTICLE 1 - IMPLEMENTATION BASIS

The basis of this IA is referred to the following documents:

- (1) The Grant Implementation Agreement (GIA) between the Ministry of Manpower (MoM) and United States Agency for International Development (USAID) signed on July 14, 2023 (Annex 1). The GIA objectives include transformation of vocational training centers, known as MOM VTC to support the Government of Indonesia's digital transformation strategy.
- (2) Banyan Global is implementing the USAID Partnerships for Productivity (PADU) Activity that aims to enhance private sector investment in MoM VTC programs in Indonesia and is committed to the institutionalization of AWS re/Start cloud computing skills development and job matching programs at MoM VTC in Indonesia. AWS and USAID intend to support MOM's effort to improve digital training at the MoM VTC through the AWS re/Start program, which aims to help individuals with little to no prior technology experience launch a career in cloud computing, focusing on providing learners with the foundational knowledge and practical skills needed for entry-level cloud computing roles.

3. PIHAK PERTAMA dan PIHAK KEDUA secara sendiri-sendiri disebut PIHAK dan bersama-sama disebut PIHAK.
4. PARA PIHAK telah sepakat untuk menetapkan Pengaturan Pelaksanaan (PP) Amazon Web Services (AWS) program re/Start untuk pengembangan keterampilan komputasi awan di Balai Pelatihan Vokasi dan Produktivitas (BPVP) di Indonesia, berdasarkan ketentuan dan syarat sebagai berikut:

PASAL 1 - DASAR PELAKSANAAN

Dasar dari PP ini mengacu pada dokumen-dokumen berikut:

- (1) Perjanjian Implementasi Hibah (GIA) antara Kementerian Ketenagakerjaan (Kemnaker) dan Badan Pembangunan Internasional Amerika Serikat (USAID) yang ditandatangani pada tanggal 14 Juli 2023 (Lampiran 1). Tujuan GIA mencakup transformasi pusat pelatihan kejuruan, yang dikenal sebagai BPVP yang dikelola Kemnaker untuk mendukung strategi transformasi digital Pemerintah Indonesia.
- (2) Banyan Global melaksanakan Kegiatan *USAID Partnerships for Productivity* (PADU) yang bertujuan untuk meningkatkan investasi sektor swasta dalam program BPVP di Indonesia dan berkomitmen pada Institusionalisasi AWS re/Start untuk pengembangan keterampilan komputasi awan dan program penempatan kerja di BPVP di Indonesia. Amazon Web Services (AWS) dan USAID bermaksud mendukung upaya Kemnaker untuk meningkatkan pelatihan digital di BPVP melalui program AWS re/Start, yang bertujuan untuk membantu individu yang memiliki sedikit atau tanpa pengalaman teknologi sebelumnya untuk memulai karir di bidang komputasi awan, dengan fokus pada penyediaan peserta didik dengan pengetahuan dasar dan keterampilan praktis

- (3) Orbit is an AWS authorized Collaborating Organization for the AWS re/Start program in Indonesia. Orbit will be contracted directly by Banyan Global Inc. for the institutionalization of AWS re/Start cloud computing skills development programs at MoM VTC in Indonesia. High level AWS re/start program elements are detailed in Annex B.

ARTICLE 2 – PURPOSE AND OBJECTIVE

- (1) The purpose of this IA is intended to act as a foundation and guideline for the PARTIES in the implementation of collaboration according to their respective tasks, functions, and authorities in the implementation of the re/Start cloud computing skills development programs at MoM VTC in Indonesia.
- (2) The objective of this IA is to define a framework for the cooperation between the PARTIES to implement the AWS re/Start program into MoM VTC programming through a progressive responsibility approach over the next three years through instructor and learner training and certification and job matching support.

ARTICLE 3 – SCOPE

- (1) The PARTIES will jointly support the Government of Indonesia’s digital transformation strategy and strengthen market-oriented MoM VTC training and job matching services through the implementation of the AWS re/Start cloud computing program in the VTC course offerings.
- (2) The scope of this IA covers:
- i. Adaptation of training curriculum, program, and modules to comply with industry requirements;

yang diperlukan untuk peran komputasi awan tingkat pemula.

- (3) Orbit adalah Organisasi Kolaborasi resmi AWS untuk program AWS re/Start di Indonesia. Orbit akan dikontrak langsung oleh Banyan Global Inc. untuk Institusionalisasi AWS re/Start program pengembangan keterampilan komputasi awan dan penempatan kerja di BPVP di Indonesia. Elemen AWS re/Start tingkat tinggi sebagaimana tercantum dalam Lampiran B.

PASAL 2 – MAKSUD DAN TUJUAN

- (1) PP ini dimaksudkan sebagai landasan dan pedoman bagi **PARA PIHAK** dalam pelaksanaan kerja sama sesuai dengan tugas, fungsi, dan wewenang masing-masing dalam implementasi Program re/Start Pengembangan Keterampilan Komputasi Awan pada Balai Pelatihan Vokasi dan Produktivitas (BPVP) di Indonesia.
- (2) Tujuan dari PP ini adalah untuk menentukan kerangka kerja sama antara **PARA PIHAK** untuk pelaksanaan program AWS re/Start ke dalam program BPVP Kemnaker melalui pendekatan tanggung jawab progresif selama tiga tahun ke depan melalui pelatihan instruktur dan peserta latih serta sertifikasi dan dukungan job-matching.

PASAL 3 - RUANG LINGKUP

- (1) **PARA PIHAK** akan bersama-sama mendukung strategi transformasi digital Pemerintah Indonesia dan memperkuat pelatihan BPVP Kemenaker dan layanan penempatan kerja yang berorientasi pasar melalui pelaksanaan program komputasi awan AWS re/Start dalam penawaran kursus BPVP.
- (2) Ruang lingkup PP ini meliputi:
- i. Penyesuaian kurikulum, program, dan modul pelatihan agar sesuai dengan kebutuhan industri;

- ii. Instructor capacity building
- iii. Provision of training facilities and infrastructure;
- iv. Provision of experts/instructors;
- v. Implementation of competency-based training;
- vi. Provision of on-the-job training and apprenticeship;
- vii. Certification;
- viii. Facilitation of job matching;
- ix. Development of partnership with the industry;
- x. Facilitation of promotion, communication, and information;
- xi. Project management; and
- xii. Monitoring and evaluation.

(3) THE PARTIES envision the following milestones to be completed by:

- i. *Year One*: at least 2 (two) administrative staff from selected MoM VTC trained on effective recruitment through job matching process, at least 10 (ten) certified AWS re/Start MoM VTC instructors from at least one MoM VTC Center, at least 300 (three hundred) MoM VTC learners achieving completed AWS re/Start badge and eligible for the AWS certified cloud practitioner (CPP) exam (trained by THE FIRST PARTY with certified MoM VTC instructors shadowing);
- ii. *Year Two*: at least 2 (two) administrative staff from selected MoM VTC trained on effective recruitment through job matching processes, an additional 10 (ten) certified AWS re/Start MoM VTC instructors (subject to capacity) from at least one additional MoM VTC, at least 500 (five hundred) more MoM VTC learners completing AWS re/start badge and eligible for the AWS CPP exam (subject to capacity and market demand). Training of the MoM VTC learners will be co-trained by THE FIRST PARTY with certified MoM VTC instructors);

- ii. Peningkatan kapasitas instruktur
- iii. Penyediaan sarana dan prasarana pelatihan;
- iv. Penyediaan tenaga ahli/pengajar;
- v. Penyelenggaraan pelatihan berbasis kompetensi;
- vi. Penyediaan *on-the-job training* dan magang;
- vii. Sertifikasi;
- viii. Fasilitasi *job matching*;
- ix. Pengembangan kemitraan dengan industri;
- x. Fasilitasi promosi, komunikasi, dan informasi;
- xi. Manajemen proyek; dan
- xii. Pemantauan dan evaluasi.

(3) PARA PIHAK memperkirakan pencapaian berikut akan diselesaikan pada:

- i. *Tahun Pertama*: setidaknya 2 (dua) staf administrasi dari BPVP terpilih dilatih mengenai rekrutmen yang efektif melalui proses penempatan, setidaknya 10 (sepuluh) instruktur AWS re/Start bersertifikat dari setidaknya satu BPVP, setidaknya 300 (tiga ratus) peserta latih BPVP yang telah menyelesaikan rencana AWS re/Start dan memenuhi syarat untuk ujian praktisi *cloud* bersertifikat (CPP) AWS (dilatih bersama oleh PIHAK PERTAMA dan instruktur BPVP bersertifikat);
- ii. *Tahun Kedua*: setidaknya 2 (dua) staf administrasi dari BPVP terpilih dilatih mengenai rekrutmen yang efektif melalui proses penempatan, setidaknya tambahan 10 (sepuluh) instruktur AWS re/Start BPVP yang tersertifikasi (tergantung kapasitas) dari setidaknya satu BPVP tambahan, setidaknya tambahan 500 (lima ratus) peserta latih BPVP yang menyelesaikan Rencana AWS re/start dan memenuhi syarat untuk ujian AWS CPP (tergantung kapasitas dan permintaan pasar).

iii. *Year Three*: at least 2 (two) MoM VTC certified as delivery partners for AWS re/Start program, at least 500 (five hundred) more MoM VTC learners completing AWS re/start badge and eligible for the AWS CPP exam (subject to capacity and per market demand); trained by certified MoM VTC instructors with spot verifications per AWS quality standards, THE SECOND PARTY is approved by THE FIRST PARTY as an AWS re/Start Delivery Partner Organization (DPO).

iv. THE PARTIES hereby appoint the following MoM VTC as the locations for the implementation of this cooperation:

- a. VTC Medan
- b. VTC Serang
- c. VTC Bekasi
- d. VTC Makassar
- e. VTC Sidoarjo

ARTICLE 4 – DUTIES AND RESPONSIBILITIES

(1) THE PARTIES will develop and execute joint activity plans per the stated objectives through an IA steering committee. The PARTIES will actively review, and document experiences, feedback, best practices, and lessons learned, in the interest of improving tools, methods, and processes, to further enhance market-driven courses and training for workforce readiness. The PARTIES intend to appoint and authorize a representative to actively participate in evaluation and planning meetings of the activities defined in this IA.

Pelatihan peserta latih BPVP akan dipimpin oleh instruktur BPVP bersertifikat dengan PIHAK PERTAMA yang mendampingi standar mutu);

iii. Tahun Ketiga: setidaknya 2 (dua) BPVP tersertifikasi sebagai mitra penyelenggara program AWS re/Start, setidaknya tambahan 500 (lima ratus) lebih peserta latih BPVP yang menyelesaikan lencana AWS re/Start dan memenuhi syarat untuk ujian AWS CPP (tergantung kapasitas dan permintaan pasar); dilatih oleh instruktur BPVP bersertifikat dengan verifikasi spot sesuai standar kualitas AWS, PIHAK KEDUA disetujui oleh PIHAK PERTAMA sebagai Delivery Partner Organization (DPO) AWS re/Start.

iv. PARA PIHAK dengan ini menunjuk BPVP berikut ini sebagai lokasi pelaksanaan kerja sama ini:

- a. BBPVP Medan
- b. BBPVP Serang
- c. BBPVP Bekasi
- d. BBPVP Makassar
- e. BPVP Sidoarjo

PASAL 4 – TUGAS DAN TANGGUNG JAWAB

(1) PARA PIHAK akan mengembangkan dan melaksanakan rencana kegiatan bersama sesuai tujuan yang telah ditetapkan melalui komite pengarah PP. PARA PIHAK akan secara aktif meninjau, dan mendokumentasikan pengalaman, umpan balik, praktik terbaik, dan pembelajaran, demi kepentingan peningkatan alat, metode, dan proses, untuk lebih meningkatkan kursus dan pelatihan berbasis pasar untuk kesiapan tenaga kerja. PARA PIHAK bermaksud untuk menunjuk dan memberi wewenang kepada perwakilan untuk berpartisipasi aktif dalam rapat evaluasi dan

- perencanaan kegiatan yang ditetapkan dalam PP ini.
- (2) THE PARTIES will develop a more detailed plan outlining the specific steps required to achieve the objectives set forth in this IA. The detailed plan will include outreach efforts to district and provincial government, the private sector, civil society, and other donors to financially sponsor instructors and learners in the AWS re/Start program.
- (2) PARA PIHAK akan mengembangkan rencana yang lebih rinci yang menguraikan langkah-langkah spesifik yang diperlukan untuk mencapai tujuan yang ditetapkan dalam PP ini. Rencana rincinya akan mencakup upaya penjangkauan kepada pemerintah kabupaten/kota dan pemerintah provinsi, sektor swasta, masyarakat sipil, dan donor lainnya untuk mensponsori secara finansial instruktur dan peserta latih dalam program AWS re/Start.
- (3) THE FIRST PARTY will endeavor to support the full implementation of the AWS re/Start program into the MoM VTC system through a progressive responsibility approach. Orbit support includes training and certification for MoM VTC instructors through a learn-while-doing methodology for comprehensive service delivery from learner recruitment, to training for certification, ending with job matching support. Orbit will also support the training and job matching of AWS re/Start learners in quantities determined by market demand, the MoM VTC training capacity, eligibility of learners, and funds availability.
- (3) PIHAK PERTAMA akan berupaya mendukung pengembangan program AWS re/Start ke dalam sistem BPVP Kemenaker melalui pendekatan tanggung jawab yang progresif. Dukungan Orbit mencakup pelatihan dan sertifikasi bagi instruktur BPVP melalui metodologi belajar sambil melakukan untuk pemberian layanan komprehensif mulai dari perekrutan peserta latih, hingga pelatihan sertifikasi, dan diakhiri dengan dukungan penempatan kerja. Orbit juga akan mendukung pelatihan dan penempatan kerja siswa AWS re/Start dalam jumlah yang ditentukan oleh permintaan pasar, kapasitas pelatihan BPVP, kelayakan peserta latih, dan ketersediaan dana.
- (4) THE SECOND PARTY will endeavor to develop policy guidance and direction, administrative support, direct and cross-directorate budget resources, and approval of AWS re/Start program as part of the industry-demanded special competency framework to support the full implementation of the AWS re/Start program into the MoM VTC programming.
- (4) PIHAK KEDUA akan berupaya untuk membuat panduan dan arah kebijakan, dukungan administratif, sumber daya anggaran langsung dan lintas direktorat, dan persetujuan program AWS re/Start sebagai bagian dari kerangka kompetensi khusus yang diminta oleh industri untuk mendukung pengembangan program AWS re/Start di BPVP.
- (5) Banyan Global, the USAID PADU implementing partner and active member of the IA steering committee, will endeavor to provide technical assistance and in-kind financial support to MoM VTC for the efforts related to implementing AWS re/Start program to include instructor and learner
- (5) Banyan Global, mitra pelaksana USAID PADU dan anggota aktif komite pengarah PP, akan berupaya memberikan bantuan teknis dan dukungan finansial kepada BPVP untuk upaya pelebagaan program AWS re/Start dengan menyertakan instruktur dan

training for certification, and learner job matching in quantities determined by market demand, training capacity of MoM VTC, eligibility of learners, and funds availability.

ARTICLE 5 – IMPLEMENTATION

- (1) The implementation of this IA is further regulated specifically and in writing in the work plan, which is an integral part of this IA.
- (2) The work plan referred to in paragraph (1) is prepared and signed by authorized officials in accordance with the duties and functions of the respective units of the PARTIES.

ARTICLE 6 – FUNDING

Subject to fund availability, the PARTIES expect to engage regularly to institutionalize the AWS re/Start program into the SECOND PARTY's VTC system with the following resources:

1. The FIRST PARTY will support the SECOND PARTY to become an authorized AWS re/Start Delivery Partner Organization (DPO) provide the certified BLK instructors with continued education opportunities in AWS certifications and materials, and to provide MoM VTC management and certified learners with continued access to job matching support services, such as job portals.
2. The SECOND PARTY will provide policy guidance and direction, financial resources for instructor training, administrative support for learner recruitment and job matching services, and long-term budget resources (subject to the availability of funds).
3. The SECOND PARTY, and selected MoM VTC, will provide the instructors, classroom space, computer laboratory facilities, as well as

pelatihan peserta latih untuk sertifikasi, dan penempatan kerja peserta latih dalam jumlah yang ditentukan oleh permintaan pasar, kapasitas pelatihan BPVP, kelayakan peserta latih, dan ketersediaan dana.

PASAL 5 – PELAKSANAAN

- (1) Pelaksanaan Pengaturan Pelaksanaan ini diatur lebih lanjut secara spesifik dan tertulis dalam Rencana Kerja yang merupakan bagian tidak terpisahkan dari Perjanjian Pengaturan Pelaksanaan ini.
- (2) Rencana Kerja sebagaimana dimaksud pada ayat (1) disusun dan ditandatangani oleh pejabat yang berwenang sesuai dengan tugas dan fungsi pada satuan kerja **PARA PIHAK**.

PASAL 6 – PENDANAAN

Tergantung pada ketersediaan dana, PARA PIHAK berharap untuk terlibat secara teratur untuk melembagakan program AWS re/Start ke dalam sistem BPVP PIHAK KEDUA dengan sumber daya berikut:

1. PIHAK PERTAMA akan mendukung PIHAK KEDUA untuk menjadi AWS re/Start *Delivery Partner Organization (DPO)* resmi yang memberikan kesempatan pendidikan lanjutan kepada instruktur BPVP bersertifikat dalam hal sertifikasi dan materi AWS, dan memberikan akses berkelanjutan kepada manajemen BPVP dan peserta latih bersertifikat ke layanan dukungan penempatan kerja, seperti portal pekerjaan.
2. PIHAK KEDUA akan memberikan panduan dan arahan kebijakan, sumber daya keuangan untuk pelatihan instruktur, dukungan administratif untuk layanan perekrutan peserta latih dan penempatan kerja, dan sumber daya anggaran jangka panjang (tergantung ketersediaan dana).
3. PIHAK KEDUA, dan BPVP terpilih akan menyediakan instruktur, ruang kelas, fasilitas laboratorium komputer, serta staf

administrative staff to provide learner recruitment and job matching services.

4. Banyan Global, the USAID PADU implementing partner, will provide technical assistance to the SECOND PARTY' VTC to facilitate Orbit-led training and certification of VTC instructors for AWS re/Start program, training of VTC administrative staff that support learner recruitment and job matching services, and initial batches of AWS re/Start learner training - up to US\$1,000,000 (subject to the availability of funds).
5. AWS will provide the Learning Management System (LMS), training program, software licenses, certification costs for qualifying learners, and long-term support to make MoM VTC an authorized AWS re/Start training partner in Indonesia – valued at approximately US \$1,400,000 and covered by AWS.

ARTICLE 7- TIMEFRAME

- (1) The cooperation under this IA will be valid for three (3) years effective from the date of signing and can be renewed or extended in writing by all PARTIES involved.
- (2) This IA may be terminated prior to the period referred to in paragraph by either PARTY, by submitting a written notification to obtain approval from the other PARTY, no later than 60 (sixty) working days before the date of the proposed termination of this IA.
- (3) Termination of IA prior to the period referred to in paragraph (1) must receive approval from USAID PADU.

administrasi untuk menyediakan layanan perekrutan peserta latih dan penempatan kerja.

4. Banyan Global, mitra pelaksana USAID PADU, akan memberikan bantuan teknis kepada BPVP PIHAK KEDUA untuk memfasilitasi pengembangan pelatihan yang dipimpin Orbit dan sertifikasi instruktur BPVP untuk program AWS re/Start, pelatihan staf administrasi BPVP yang mendukung perekrutan peserta latih dan layanan penempatan kerja, dan gelombang awal pelatihan peserta latih AWS re/Start - hingga US\$1.000.000 (tergantung ketersediaan dana).
5. AWS akan menyediakan Sistem Manajemen Pembelajaran (LMS), program pelatihan, lisensi perangkat lunak, biaya sertifikasi untuk peserta latih yang memenuhi syarat, dan dukungan jangka panjang untuk menjadikan BPVP sebagai mitra pelatihan resmi AWS re/Start di Indonesia – senilai sekitar US \$1.400.000 dan ditanggung oleh AWS.

PASAL 7- JANGKA WAKTU

- (1) PP ini akan berlaku selama tiga (3) tahun terhitung sejak tanggal penandatanganan dan dapat diperbarui atau diperpanjang secara tertulis oleh semua PIHAK yang terlibat.
- (2) PP ini dapat diakhiri sebelum jangka waktu sebagaimana dimaksud pada ayat oleh salah satu PIHAK, dengan menyampaikan pemberitahuan tertulis untuk mendapatkan persetujuan PIHAK lainnya, paling lambat 60 (enam puluh) hari kerja sebelum tanggal usulan pengakhiran PP ini.
- (3) Pengakhiran PP sebelum jangka waktu sebagaimana dimaksud pada ayat (1) harus mendapat persetujuan USAID PADU.

ARTICLE 8 - INTELLECTUAL PROPERTY RIGHTS

The jointly developed results of activities under the IA by the PARTIES are recognized as public good, can therefore be used by both PARTIES and publicly listed.

ARTICLE 9 – CORRESPONDENCE AND PUBLIC COMMUNICATIONS

- (1) THE PARTIES intend to centralize public communication through USAID PADU, which will manage consultation and consent of the PARTIES prior to public communications.
- (2) For the purpose of correspondence and/ or implementation of IA, the PARTIES designate a steering committee work unit that is responsible as a liaison.
- (3) The liaison as referred to in paragraph (1) is stipulated as follows:
 - a. The FIRST PARTY:
Nalin K. Singh, CEO & Director of Orbit Futures Academy, Gedung DBS Bank Tower Lantai 28, Ciputra World 1 Jakarta, Jl. Prof. Dr. Satrio Kav 3-5, Jakarta, Selatan, 12940, Indonesia.
Email: nalin@orbitventura.com
 - b. The SECOND PARTY
Secretariat of the Directorate General of Vocational Training and Productivity Development of the Ministry of Manpower of the Republic of Indonesia. Jalan Jenderal Gatot Subroto Kav. 44 Jakarta Selatan 12710.
Email: cooperation.ina@gmail.com.
 - c. Steering Committee Member
Wahono Kolopaking, USAID PADU Public Private Partnership Manager, Mayapada Tower 1 Marquee Offices Lantai 11, Jl. Jendral Sudirman, Kav. 28, Jakarta 12920, Indonesia.
Email: wkolopaking@banyanglobal.com

PASAL 8 - HAK KEKAYAAN INTELEKTUAL

Hasil kegiatan yang dikembangkan bersama di bawah PP oleh PARA PIHAK diakui sebagai barang publik, oleh karena itu dapat digunakan oleh kedua PIHAK dan dicatatkan secara publik.

PASAL 9 – KORESPONDENSI DAN KOMUNIKASI PUBLIK

- (1) PARA PIHAK bermaksud untuk memusatkan komunikasi publik melalui USAID PADU, yang akan mengelola konsultasi dan persetujuan PARA PIHAK sebelum melakukan komunikasi publik.
- (2) Untuk kepentingan persuratan dan/atau pelaksanaan PP, PARA PIHAK menunjuk satuan kerja komite pengarah yang bertanggung jawab sebagai penghubung.
- (3) Penghubung sebagaimana dimaksud pada ayat (1) ditetapkan sebagai berikut:
 - a. PIHAK PERTAMA:
Nalin K. Singh, CEO & Director dari Orbit Futures Academy, Gedung DBS Bank Tower Lantai 28, Ciputra World 1 Jakarta, Jl. Prof. Dr. Satrio Kav 3-5, Jakarta, Selatan, 12940, Indonesia.
Email: nalin@orbitventura.com
 - b. PIHAK KEDUA
Sekretariat Direktorat Jenderal Pelatihan Kejuruan dan Pengembangan Produktivitas Kementerian Ketenagakerjaan Republik Indonesia. Jalan Jenderal Gatot Subroto Kav. 44 Jakarta Selatan 12710.
Email: cooperation.ina@gmail.com.
 - c. Anggota Komite Pengarah
Wahono Kolopaking, Manajer Kemitraan Pemerintah Swasta USAID PADU, Mayapada Tower 1 Marquee Offices Lantai 11, Jl. Jendral Sudirman, Kav. 28, Jakarta 12920, Indonesia.
Email: wkolopaking@banyanglobal.com

- (4) In the event that there is a change in correspondence address as referred to in paragraph (2), the relevant PARTY shall notify the other PARTY no later than 5 (five) working days after such change occurs.
- (5) As long as the notification of change as referred to in paragraph (3) has not been received by the other PARTY, all correspondence is addressed to the liaison with the correspondence address as referred to in paragraph (2).
- (6) The PARTIES will appoint at least one person responsible for securing an effective planning, implementation, and monitoring of the agreed scope of cooperation and activities under this IA.
- (7) The SECOND PARTY will appoint one person at every selected MoM VTC, responsible for securing an effective planning, implementation, and monitoring of the agreed scope of cooperation and activities agreed upon under this IA.
- (4) Dalam hal terjadi perubahan alamat korespondensi sebagaimana dimaksud pada ayat (2), PIHAK terkait wajib memberitahukan PIHAK lainnya paling lambat 5 (lima) hari kerja setelah perubahan tersebut terjadi.
- (5) Sepanjang pemberitahuan perubahan sebagaimana dimaksud pada ayat (3) belum diterima oleh PIHAK lain, seluruh korespondensi ditujukan kepada penghubung dengan alamat korespondensi sebagaimana dimaksud pada ayat (2).
- (6) PARA PIHAK akan menunjuk setidaknya satu orang yang bertanggung jawab untuk menjamin perencanaan, pelaksanaan, dan pemantauan yang efektif terhadap ruang lingkup kerja sama dan kegiatan yang disepakati berdasarkan PP ini.
- (7) PIHAK KEDUA akan menunjuk satu orang di setiap BPVP yang dipilih, yang bertanggung jawab untuk memastikan perencanaan, pelaksanaan, dan pemantauan yang efektif terhadap ruang lingkup kerja sama dan kegiatan yang disepakati berdasarkan PP ini.

ARTICLE 10 – FORCE MAJEURE

- (1) An event of force majeure, which is given when certain circumstances beyond one of the PARTY's control arise, making performance inadvisable, commercially impracticable, illegal, or impossible, allows one of the PARTIES unilaterally to suspend or terminate the performance of its obligations defined in this IA.
- (2) Force majeure as referred to in paragraph (1), includes: natural disasters as earthquakes, landslides, volcanic eruptions, tsunamis, and floods, fires, wars, riots, sabotage, community rebellions, and policies of the government of the Republic of Indonesia which may negatively

PASAL 10 – KEADAAN KAHAR

- (1) Suatu peristiwa keadaan kahar/*force majeure*, yang terjadi ketika keadaan tertentu terjadi di luar kendali salah satu PIHAK, sehingga pelaksanaannya tidak disarankan, tidak dapat dilaksanakan secara komersial, tidak sah, atau tidak mungkin dilakukan, sehingga memungkinkan salah satu PIHAK secara sepihak untuk menanggukhan atau mengakhiri pelaksanaan kewajibannya yang telah ditentukan di PP ini.
- (2) *Force majeure* sebagaimana dimaksud pada ayat (1), meliputi: bencana alam seperti gempa bumi, tanah longsor, letusan gunung berapi, tsunami, dan banjir, kebakaran, peperangan, kerusuhan, sabotase, pemberontakan masyarakat, dan kebijakan

affect the implementation of this IA.

- (3) In the event of force majeure as referred to in paragraph (2), the PARTY affected by force majeure must notify the other PARTY in writing no later than 5 (five) days after the force majeure occurs.
- (4) Any losses that arise due to force majeure as referred to in paragraph (2) cannot be sued by the other PARTY in this IA.

ARTICLE 11 – MONITORING AND EVALUATION

- (1) THE PARTIES monitor and evaluate the implementation of this IA periodically or at any time if necessary.
- (2) The periodic monitoring and evaluation as mentioned in paragraph (1) shall be conducted at least 1 (one) time in 1 (one) year.
- (3) The results of the monitoring and evaluation as referred to in paragraph (1) shall be followed up by THE PARTIES per the Steering Committee's agreements.

ARTICLE 12 – DISPUTE SETTLEMENT

- (1) If in the implementation of this IA there is a dispute between THE PARTIES, it will be resolved by amicable and good faith consultations and discussions as the only means of achieving a resolution of such dispute or disagreement.
- (2) If the dispute cannot be settled by deliberation to reach a consensus, the dispute will be settled in the Project Steering Committee meeting.

Pemerintah Republik Indonesia yang mungkin berdampak negatif terhadap penerapan IA ini.

- (3) Apabila terjadi *force majeure* sebagaimana dimaksud pada ayat (2), PIHAK yang terkena *force majeure* wajib memberitahukan secara tertulis kepada PIHAK lainnya paling lambat 5 (lima) hari setelah *force majeure* terjadi.
- (4) Segala kerugian yang timbul akibat *force majeure* sebagaimana dimaksud pada ayat (2) tidak dapat dituntut oleh PIHAK lain dalam PP ini.

PASAL 11 – PEMANTAUAN DAN EVALUASI

- (1) PARA PIHAK memantau dan mengevaluasi pelaksanaan PP ini secara berkala atau sewaktu-waktu jika diperlukan.
- (2) Pemantauan dan evaluasi berkala sebagaimana dimaksud pada ayat (1) dilakukan paling sedikit 1 (satu) kali dalam 1 (satu) tahun.
- (3) Hasil pemantauan dan evaluasi sebagaimana dimaksud pada ayat (1) ditindaklanjuti oleh PARA PIHAK sesuai kesepakatan Komite Pengarah.

PASAL 12 – PENYELESAIAN PERBEDAAN

- (1) Apabila dalam pelaksanaan PP ini terdapat perselisihan antar PARA PIHAK, maka perselisihan tersebut akan diselesaikan melalui konsultasi dan diskusi yang dilakukan secara damai dan beritikad baik sebagai satu-satunya cara untuk mencapai penyelesaian perselisihan atau perselisihan tersebut.
- (2) Apabila perselisihan tidak dapat diselesaikan secara musyawarah untuk mufakat, maka perselisihan tersebut akan diselesaikan dalam rapat Panitia Pengarah Proyek.

ARTICLE 13 – ADDENDUM

- (1) Any matters that are not yet stipulated in this IA may be provided for and agreed by the PARTIES in an addendum, which constitutes an integral part of this IA.
- (2) THE PARTIES agree that all rights and benefits obtained based on this IA are not transferrable to other parties.
- (3) This IA is not a treaty and does not give rise to rights or obligations under international or other law. THE PARTIES specifically acknowledge that this IA is not an obligation of funds, nor does it constitute a legally binding agreement or commitment by any PARTY to the others, nor create any rights in any third party or parties. THE PARTIES' roles, intentions, and understandings under this IA are subject to funds availability. THE PARTIES intend to maintain their own separate and unique missions and mandates and their own accountabilities. Each PARTY accepts full and sole responsibility for any expenses incurred by it related to this IA. Nothing in this IA shall be construed as amending, superseding, or interfering in any way with any agreements or contracts entered into by THE PARTIES with each other or with any third parties, either prior to or subsequent to the signing of this IA. Nothing in this IA shall be construed as an exclusive working relationship.

PASAL 13 – ADENDUM

- (1) Hal-hal yang belum diatur dalam PP ini dapat diatur dan disepakati oleh PARA PIHAK dalam suatu adendum yang merupakan bagian tidak terpisahkan dari PP ini.
- (2) PARA PIHAK sepakat bahwa seluruh hak dan manfaat yang diperoleh berdasarkan PP ini tidak dapat dialihkan kepada pihak lain.
- (3) PP ini bukan merupakan suatu perjanjian dan tidak menimbulkan hak atau kewajiban berdasarkan hukum internasional atau hukum lainnya. PARA PIHAK secara khusus mengakui bahwa PP ini bukan merupakan kewajiban dana, juga bukan merupakan perjanjian atau komitmen yang mengikat secara hukum oleh PIHAK mana pun kepada pihak lain, dan tidak menimbulkan hak apa pun pada pihak atau pihak ketiga mana pun. Peran, niat, dan pemahaman PARA PIHAK berdasarkan PP ini bergantung pada ketersediaan dana. PARA PIHAK bermaksud untuk mempertahankan misi dan mandat mereka yang terpisah dan unik serta akuntabilitas mereka sendiri. Masing-masing PIHAK menerima tanggung jawab penuh dan tunggal atas segala biaya yang dikeluarkannya terkait dengan PP ini. Tidak ada ketentuan dalam Perjanjian ini yang dapat ditafsirkan sebagai mengubah, menggantikan, atau mencampuri dengan cara apa pun terhadap perjanjian atau kontrak apa pun yang dibuat oleh PARA PIHAK satu sama lain atau dengan pihak ketiga mana pun, baik sebelum atau setelah penandatanganan Perjanjian ini. Tidak ada satu hal pun dalam PP ini yang dapat ditafsirkan sebagai hubungan kerja eksklusif.

ARTICLE 14 -CLOSURE

- (1) The IA is made in English and Indonesian.
- (2) In the event of any inconsistency or different interpretation between the Indonesian version and the English version, the Indonesian language version is deemed to be automatically amended (with effect from the date of the execution of this IA) to make the relevant part of the Indonesian language version consistent with the relevant part of the English version.
- (3) This IA is made in 2 (two) copies, each with sufficient duty stamp and having the same legal force after being signed by THE PARTIES.



SECOND PARTY/PIHAK KEDUA

Acting Secretary of Directorate General of Vocational Training and Productivity Development, Ministry of Manpower, responsible for VTC.

Plt. Sekretaris Direktorat Jenderal Binalavotas Kementerian Ketenagakerjaan RI, bertanggung jawab atas BPVP.



STEERING COMMITTEE WITNESS

SAKSI KOMITE PENGARAH

Banyan Global, USAID PADU Implementing Partner/
Banyan Global, Mitra Pelaksana USAID PADU

PASAL 14 – PENUTUPAN

- (1) PP dibuat dalam bahasa Inggris dan bahasa Indonesia.
- (2) Apabila terdapat ketidakkonsistenan atau perbedaan penafsiran antara versi bahasa Indonesia dan versi bahasa Inggris, versi bahasa Indonesia dianggap secara otomatis diubah (berlaku sejak tanggal pelaksanaan PP ini) untuk menjadikan bagian yang relevan dari Perjanjian ini. Versi bahasa Indonesia konsisten dengan bagian yang relevan dari versi bahasa Inggris.
- (3) PP ini dibuat dalam rangkap 2 (dua) yang masing-masing bermaterai cukup dan mempunyai kekuatan hukum yang sama setelah ditandatangani oleh PARA PIHAK.

FIRST PARTY/PIHAK KESATU

PT Orbit Ventura Indonesia, authorized Collaborating Organization for AWS re/Start Program.

PT Orbit Ventura Indonesia, Organisasi Kolaborasi resmi untuk Program re/Start AWS.

Annex A: Grant Implementation Agreement between MoM and USAID

Reference separate file.



IMPLEMENTATION ARRANGEMENT (IA)
between
PT ORBIT VENTURA INDONESIA
and
DIRECTORATE GENERAL OF VOCATIONAL
TRAINING AND PRODUCTIVITY
DEVELOPMENT OF THE MINISTRY OF
MANPOWER, REPUBLIC OF INDONESIA
for
AMAZON WEB SERVICES re/START CLOUD
COMPUTING SKILLS DEVELOPMENT
PROGRAM AT MINISTRY OF MANPOWER
VOCATIONAL TRAINING CENTERS IN
INDONESIA

Number: 005/EX-Legal/OFA/I/2024

Number: 2/242/HK.07/I/2024

On this day, Tuesday, date of January 30th of Two Thousand and Twenty-four, in Jakarta, we the undersigned:

1. PT Orbit Ventura Indonesia (referred to as Orbit Futures Academy or Orbit), domiciled at Gedung DBS Bank Tower Lantai 28, Ciputra World 1 Jakarta, Jl. Prof. Dr. Satrio Kav 3-5, Jakarta, Selatan, 12940, Indonesia, in this matter represented by Nalin K. Singh, CEO & Director, legal representative of Orbit, and hereinafter referred to as the FIRST PARTY.
2. Directorate General of Vocational Training and Productivity Development of the Ministry of Manpower (MoM), Republic of Indonesia, domiciled at Jalan Jenderal Gatot Subroto Kav. 44, Kota Jakarta Selatan 12710, Indonesia, in this matter represented by Muhammad Ali, as the Acting Secretary of Directorate General of Vocational Training and Productivity Development, Ministry of Manpower, based on Ministerial Order Number 1/2130/KP.10.00/XI/2023, hereinafter referred to as the SECOND PARTY.

PENGATURAN PELAKSANAAN (PP)
antara
PT ORBIT VENTURA INDONESIA
dan
DIREKTORAT JENDERAL PEMBINAAN
PELATIHAN VOKASI DAN
PRODUKTIVITAS KEMENTERIAN
KETENAGAKERJAAN REPUBLIK
INDONESIA
tentang
PENGEMBANGAN KETERAMPILAN
KOMPUTASI AWAN re/START AMAZON
WEB SERVICES PADA BALAI
PELATIHAN VOKASI DAN
PRODUKTIVITAS DI INDONESIA

Nomor: 005/EX-Legal/OFA/I/2024

Nomor: 2/242/HK.07/I/2024

Pada hari ini, Selasa, tanggal 30 Januari Tahun Dua Ribu Dua Puluh Empat, di Jakarta, kami yang bertanda tangan di bawah ini:

1. PT Orbit Ventura Indonesia (selanjutnya disebut Orbit Futures Academy atau Orbit), berkedudukan di Gedung DBS Bank Tower Lantai 28, Ciputra World 1 Jakarta, Jl. Prof. Dr. Satrio Kav 3-5, Jakarta, Selatan, 12940, Indonesia, dalam hal ini diwakili oleh Nalin K. Singh, CEO & Direktur, kuasa hukum Orbit, dan selanjutnya disebut PIHAK PERTAMA.
2. Direktorat Jenderal Pembinaan Pelatihan Vokasi dan Produktivitas, Kementerian Ketenagakerjaan Republik Indonesia, berkedudukan di Jalan Jenderal Gatot Subroto Kav. 44, Kota Jakarta Selatan 12710, Indonesia, dalam hal ini diwakili oleh Muhammad Ali, Pelaksana Tugas Sekretaris Direktorat Jenderal Pembinaan Pelatihan Vokasi dan Produktivitas berdasarkan Surat Perintah Menteri Ketenagakerjaan Nomor 1/2130/KP.10.00/XI/2023 yang selanjutnya disebut PIHAK KEDUA.

3. The FIRST PARTY and the SECOND PARTY are individually referred to as PARTY and collectively are referred to as PARTIES.
4. The PARTIES have agreed to establish an Implementation Arrangement (IA) on institutionalizing Amazon Web Services (AWS) re/Start cloud computing skills development programs at MoM-managed Vocational Training Centers in Indonesia, hereinafter referred to as MoM VTC, under the following terms and conditions:
3. PIHAK PERTAMA dan PIHAK KEDUA secara sendiri-sendiri disebut PIHAK dan bersama-sama disebut PIHAK.
4. PARA PIHAK telah sepakat untuk menetapkan Pengaturan Pelaksanaan (PP) Amazon Web Services (AWS) program re/Start untuk pengembangan keterampilan komputasi awan di Balai Pelatihan Vokasi dan Produktivitas (BPVP) di Indonesia, berdasarkan ketentuan dan syarat sebagai berikut:

ARTICLE 1 - IMPLEMENTATION BASIS

The basis of this IA is referred to the following documents:

- (1) The Grant Implementation Agreement (GIA) between the Ministry of Manpower (MoM) and United States Agency for International Development (USAID) signed on July 14, 2023 (Annex 1). The GIA objectives include transformation of vocational training centers, known as MOM VTC to support the Government of Indonesia's digital transformation strategy.
- (2) Banyan Global is implementing the USAID Partnerships for Productivity (PADU) Activity that aims to enhance private sector investment in MoM VTC programs in Indonesia and is committed to the institutionalization of AWS re/Start cloud computing skills development and job matching programs at MoM VTC in Indonesia. AWS and USAID intend to support MOM's effort to improve digital training at the MoM VTC through the AWS re/Start program, which aims to help individuals with little to no prior technology experience launch a career in cloud computing, focusing on providing learners with the foundational knowledge and practical skills needed for entry-level cloud computing roles.

PASAL 1 - DASAR PELAKSANAAN

Dasar dari PP ini mengacu pada dokumen-dokumen berikut:

- (1) Perjanjian Implementasi Hibah (GIA) antara Kementerian Ketenagakerjaan (Kemnaker) dan Badan Pembangunan Internasional Amerika Serikat (USAID) yang ditandatangani pada tanggal 14 Juli 2023 (Lampiran 1). Tujuan GIA mencakup transformasi pusat pelatihan kejuruan, yang dikenal sebagai BPVP yang dikelola Kemnaker untuk mendukung strategi transformasi digital Pemerintah Indonesia.
- (2) Banyan Global melaksanakan Kegiatan *USAID Partnerships for Productivity* (PADU) yang bertujuan untuk meningkatkan investasi sektor swasta dalam program BPVP di Indonesia dan berkomitmen pada Institusionalisasi AWS re/Start untuk pengembangan keterampilan komputasi awan dan program penempatan kerja di BPVP di Indonesia. Amazon Web Services (AWS) dan USAID bermaksud mendukung upaya Kemnaker untuk meningkatkan pelatihan digital di BPVP melalui program AWS re/Start, yang bertujuan untuk membantu individu yang memiliki sedikit atau tanpa pengalaman teknologi sebelumnya untuk memulai karir di bidang komputasi awan, dengan fokus pada penyediaan peserta didik dengan pengetahuan dasar dan keterampilan praktis

- (3) Orbit is an AWS authorized Collaborating Organization for the AWS re/Start program in Indonesia. Orbit will be contracted directly by Banyan Global Inc. for the institutionalization of AWS re/Start cloud computing skills development programs at MoM VTC in Indonesia. High level AWS re/start program elements are detailed in Annex B.

ARTICLE 2 – PURPOSE AND OBJECTIVE

- (1) The purpose of this IA is intended to act as a foundation and guideline for the PARTIES in the implementation of collaboration according to their respective tasks, functions, and authorities in the implementation of the re/Start cloud computing skills development programs at MoM VTC in Indonesia.
- (2) The objective of this IA is to define a framework for the cooperation between the PARTIES to implement the AWS re/Start program into MoM VTC programming through a progressive responsibility approach over the next three years through instructor and learner training and certification and job matching support.

ARTICLE 3 – SCOPE

- (1) The PARTIES will jointly support the Government of Indonesia's digital transformation strategy and strengthen market-oriented MoM VTC training and job matching services through the implementation of the AWS re/Start cloud computing program in the VTC course offerings.
- (2) The scope of this IA covers:
- i. Adaptation of training curriculum, program, and modules to comply with industry requirements;

yang diperlukan untuk peran komputasi awan tingkat pemula.

- (3) Orbit adalah Organisasi Kolaborasi resmi AWS untuk program AWS re/Start di Indonesia. Orbit akan dikontrak langsung oleh Banyan Global Inc. untuk Institusionalisasi AWS re/Start program pengembangan keterampilan komputasi awan dan penempatan kerja di BPVP di Indonesia. Elemen AWS re/Start tingkat tinggi sebagaimana tercantum dalam Lampiran B.

PASAL 2 – MAKSUD DAN TUJUAN

- (1) PP ini dimaksudkan sebagai landasan dan pedoman bagi **PARA PIHAK** dalam pelaksanaan kerja sama sesuai dengan tugas, fungsi, dan wewenang masing-masing dalam implementasi Program re/Start Pengembangan Keterampilan Komputasi Awan pada Balai Pelatihan Vokasi dan Produktivitas (BPVP) di Indonesia.
- (2) Tujuan dari PP ini adalah untuk menentukan kerangka kerja sama antara **PARA PIHAK** untuk pelaksanaan program AWS re/Start ke dalam program BPVP Kemnaker melalui pendekatan tanggung jawab progresif selama tiga tahun ke depan melalui pelatihan instruktur dan peserta latih serta sertifikasi dan dukungan job-matching.

PASAL 3 - RUANG LINGKUP

- (1) **PARA PIHAK** akan bersama-sama mendukung strategi transformasi digital Pemerintah Indonesia dan memperkuat pelatihan BPVP Kemenaker dan layanan penempatan kerja yang berorientasi pasar melalui pelaksanaan program komputasi awan AWS re/Start dalam penawaran kursus BPVP.
- (2) Ruang lingkup PP ini meliputi:
- i. Penyesuaian kurikulum, program, dan modul pelatihan agar sesuai dengan kebutuhan industri;

- ii. Instructor capacity building
- iii. Provision of training facilities and infrastructure;
- iv. Provision of experts/instructors;
- v. Implementation of competency-based training;
- vi. Provision of on-the-job training and apprenticeship;
- vii. Certification;
- viii. Facilitation of job matching;
- ix. Development of partnership with the industry;
- x. Facilitation of promotion, communication, and information;
- xi. Project management; and
- xii. Monitoring and evaluation.

- ii. Peningkatan kapasitas instruktur
- iii. Penyediaan sarana dan prasarana pelatihan;
- iv. Penyediaan tenaga ahli/pengajar;
- v. Penyelenggaraan pelatihan berbasis kompetensi;
- vi. Penyediaan *on-the-job training* dan magang;
- vii. Sertifikasi;
- viii. Fasilitasi *job matching*;
- ix. Pengembangan kemitraan dengan industri;
- x. Fasilitasi promosi, komunikasi, dan informasi;
- xi. Manajemen proyek; dan
- xii. Pemantauan dan evaluasi.

(3) THE PARTIES envision the following milestones to be completed by:

- i. *Year One*: at least 2 (two) administrative staff from selected MoM VTC trained on effective recruitment through job matching process, at least 10 (ten) certified AWS re/Start MoM VTC instructors from at least one MoM VTC Center, at least 300 (three hundred) MoM VTC learners achieving completed AWS re/Start badge and eligible for the AWS certified cloud practitioner (CPP) exam (trained by THE FIRST PARTY with certified MoM VTC instructors shadowing);
- ii. *Year Two*: at least 2 (two) administrative staff from selected MoM VTC trained on effective recruitment through job matching processes, an additional 10 (ten) certified AWS re/Start MoM VTC instructors (subject to capacity) from at least one additional MoM VTC, at least 500 (five hundred) more MoM VTC learners completing AWS re/start badge and eligible for the AWS CPP exam (subject to capacity and market demand). Training of the MoM VTC learners will be co-trained by THE FIRST PARTY with certified MoM VTC instructors);

(3) PARA PIHAK memperkirakan pencapaian berikut akan diselesaikan pada:

- i. *Tahun Pertama*: setidaknya 2 (dua) staf administrasi dari BPVP terpilih dilatih mengenai rekrutmen yang efektif melalui proses penempatan, setidaknya 10 (sepuluh) instruktur AWS re/Start bersertifikat dari setidaknya satu BPVP, setidaknya 300 (tiga ratus) peserta latih BPVP yang telah menyelesaikan rencana AWS re/Start dan memenuhi syarat untuk ujian praktisi *cloud* bersertifikat (CPP) AWS (dilatih bersama oleh PIHAK PERTAMA dan instruktur BPVP bersertifikat);
- ii. *Tahun Kedua*: setidaknya 2 (dua) staf administrasi dari BPVP terpilih dilatih mengenai rekrutmen yang efektif melalui proses penempatan, setidaknya tambahan 10 (sepuluh) instruktur AWS re/Start BPVP yang tersertifikasi (tergantung kapasitas) dari setidaknya satu BPVP tambahan, setidaknya tambahan 500 (lima ratus) peserta latih BPVP yang menyelesaikan Rencana AWS re/start dan memenuhi syarat untuk ujian AWS CPP (tergantung kapasitas dan permintaan pasar).

iii. *Year Three*: at least 2 (two) MoM VTC certified as delivery partners for AWS re/Start program, at least 500 (five hundred) more MoM VTC learners completing AWS re/start badge and eligible for the AWS CPP exam (subject to capacity and per market demand); trained by certified MoM VTC instructors with spot verifications per AWS quality standards, THE SECOND PARTY is approved by THE FIRST PARTY as an AWS re/Start Delivery Partner Organization (DPO).

iv. THE PARTIES hereby appoint the following MoM VTC as the locations for the implementation of this cooperation:

- a. VTC Medan
- b. VTC Serang
- c. VTC Bekasi
- d. VTC Makassar
- e. VTC Sidoarjo

ARTICLE 4 – DUTIES AND RESPONSIBILITIES

(1) THE PARTIES will develop and execute joint activity plans per the stated objectives through an IA steering committee. The PARTIES will actively review, and document experiences, feedback, best practices, and lessons learned, in the interest of improving tools, methods, and processes, to further enhance market-driven courses and training for workforce readiness. The PARTIES intend to appoint and authorize a representative to actively participate in evaluation and planning meetings of the activities defined in this IA.

Pelatihan peserta latih BPVP akan dipimpin oleh instruktur BPVP bersertifikat dengan PIHAK PERTAMA yang mendampingi standar mutu);

iii. Tahun Ketiga: setidaknya 2 (dua) BPVP tersertifikasi sebagai mitra penyelenggara program AWS re/Start, setidaknya tambahan 500 (lima ratus) lebih peserta latih BPVP yang menyelesaikan lencana AWS re/Start dan memenuhi syarat untuk ujian AWS CPP (tergantung kapasitas dan permintaan pasar); dilatih oleh instruktur BPVP bersertifikat dengan verifikasi spot sesuai standar kualitas AWS, PIHAK KEDUA disetujui oleh PIHAK PERTAMA sebagai Delivery Partner Organization (DPO) AWS re/Start.

iv. PARA PIHAK dengan ini menunjuk BPVP berikut ini sebagai lokasi pelaksanaan kerja sama ini:

- a. BBPVP Medan
- b. BBPVP Serang
- c. BBPVP Bekasi
- d. BBPVP Makassar
- e. BPVP Sidoarjo

PASAL 4 – TUGAS DAN TANGGUNG JAWAB

(1) PARA PIHAK akan mengembangkan dan melaksanakan rencana kegiatan bersama sesuai tujuan yang telah ditetapkan melalui komite pengarah PP. PARA PIHAK akan secara aktif meninjau, dan mendokumentasikan pengalaman, umpan balik, praktik terbaik, dan pembelajaran, demi kepentingan peningkatan alat, metode, dan proses, untuk lebih meningkatkan kursus dan pelatihan berbasis pasar untuk kesiapan tenaga kerja. PARA PIHAK bermaksud untuk menunjuk dan memberi wewenang kepada perwakilan untuk berpartisipasi aktif dalam rapat evaluasi dan

- perencanaan kegiatan yang ditetapkan dalam PP ini.
- (2) THE PARTIES will develop a more detailed plan outlining the specific steps required to achieve the objectives set forth in this IA. The detailed plan will include outreach efforts to district and provincial government, the private sector, civil society, and other donors to financially sponsor instructors and learners in the AWS re/Start program.
- (2) PARA PIHAK akan mengembangkan rencana yang lebih rinci yang menguraikan langkah-langkah spesifik yang diperlukan untuk mencapai tujuan yang ditetapkan dalam PP ini. Rencana rincinya akan mencakup upaya penjangkauan kepada pemerintah kabupaten/kota dan pemerintah provinsi, sektor swasta, masyarakat sipil, dan donor lainnya untuk mensponsori secara finansial instruktur dan peserta latih dalam program AWS re/Start.
- (3) THE FIRST PARTY will endeavor to support the full implementation of the AWS re/Start program into the MoM VTC system through a progressive responsibility approach. Orbit support includes training and certification for MoM VTC instructors through a learn-while-doing methodology for comprehensive service delivery from learner recruitment, to training for certification, ending with job matching support. Orbit will also support the training and job matching of AWS re/Start learners in quantities determined by market demand, the MoM VTC training capacity, eligibility of learners, and funds availability.
- (3) PIHAK PERTAMA akan berupaya mendukung pengembangan program AWS re/Start ke dalam sistem BPVP Kemenaker melalui pendekatan tanggung jawab yang progresif. Dukungan Orbit mencakup pelatihan dan sertifikasi bagi instruktur BPVP melalui metodologi belajar sambil melakukan untuk pemberian layanan komprehensif mulai dari perekrutan peserta latih, hingga pelatihan sertifikasi, dan diakhiri dengan dukungan penempatan kerja. Orbit juga akan mendukung pelatihan dan penempatan kerja siswa AWS re/Start dalam jumlah yang ditentukan oleh permintaan pasar, kapasitas pelatihan BPVP, kelayakan peserta latih, dan ketersediaan dana.
- (4) THE SECOND PARTY will endeavor to develop policy guidance and direction, administrative support, direct and cross-directorate budget resources, and approval of AWS re/Start program as part of the industry-demanded special competency framework to support the full implementation of the AWS re/Start program into the MoM VTC programming.
- (4) PIHAK KEDUA akan berupaya untuk membuat panduan dan arah kebijakan, dukungan administratif, sumber daya anggaran langsung dan lintas direktorat, dan persetujuan program AWS re/Start sebagai bagian dari kerangka kompetensi khusus yang diminta oleh industri untuk mendukung pengembangan program AWS re/Start di BPVP.
- (5) Banyan Global, the USAID PADU implementing partner and active member of the IA steering committee, will endeavor to provide technical assistance and in-kind financial support to MoM VTC for the efforts related to implementing AWS re/Start program to include instructor and learner
- (5) Banyan Global, mitra pelaksana USAID PADU dan anggota aktif komite pengarah PP, akan berupaya memberikan bantuan teknis dan dukungan finansial kepada BPVP untuk upaya pelembagaan program AWS re/Start dengan menyertakan instruktur dan

training for certification, and learner job matching in quantities determined by market demand, training capacity of MoM VTC, eligibility of learners, and funds availability.

ARTICLE 5 – IMPLEMENTATION

- (1) The implementation of this IA is further regulated specifically and in writing in the work plan, which is an integral part of this IA.
- (2) The work plan referred to in paragraph (1) is prepared and signed by authorized officials in accordance with the duties and functions of the respective units of the PARTIES.

ARTICLE 6 – FUNDING

Subject to fund availability, the PARTIES expect to engage regularly to institutionalize the AWS re/Start program into the SECOND PARTY's VTC system with the following resources:

1. The FIRST PARTY will support the SECOND PARTY to become an authorized AWS re/Start Delivery Partner Organization (DPO) provide the certified BLK instructors with continued education opportunities in AWS certifications and materials, and to provide MoM VTC management and certified learners with continued access to job matching support services, such as job portals.
2. The SECOND PARTY will provide policy guidance and direction, financial resources for instructor training, administrative support for learner recruitment and job matching services, and long-term budget resources (subject to the availability of funds).
3. The SECOND PARTY, and selected MoM VTC, will provide the instructors, classroom space, computer laboratory facilities, as well as

pelatihan peserta latih untuk sertifikasi, dan penempatan kerja peserta latih dalam jumlah yang ditentukan oleh permintaan pasar, kapasitas pelatihan BPVP, kelayakan peserta latih, dan ketersediaan dana.

PASAL 5 – PELAKSANAAN

- (1) Pelaksanaan Pengaturan Pelaksanaan ini diatur lebih lanjut secara spesifik dan tertulis dalam Rencana Kerja yang merupakan bagian tidak terpisahkan dari Perjanjian Pengaturan Pelaksanaan ini.
- (2) Rencana Kerja sebagaimana dimaksud pada ayat (1) disusun dan ditandatangani oleh pejabat yang berwenang sesuai dengan tugas dan fungsi pada satuan kerja **PARA PIHAK**.

PASAL 6 – PENDANAAN

Tergantung pada ketersediaan dana, PARA PIHAK berharap untuk terlibat secara teratur untuk melembagakan program AWS re/Start ke dalam sistem BPVP PIHAK KEDUA dengan sumber daya berikut:

1. PIHAK PERTAMA akan mendukung PIHAK KEDUA untuk menjadi AWS re/Start *Delivery Partner Organization (DPO)* resmi yang memberikan kesempatan pendidikan lanjutan kepada instruktur BPVP bersertifikat dalam hal sertifikasi dan materi AWS, dan memberikan akses berkelanjutan kepada manajemen BPVP dan peserta latih bersertifikat ke layanan dukungan penempatan kerja, seperti portal pekerjaan.
2. PIHAK KEDUA akan memberikan panduan dan arahan kebijakan, sumber daya keuangan untuk pelatihan instruktur, dukungan administratif untuk layanan perekrutan peserta latih dan penempatan kerja, dan sumber daya anggaran jangka panjang (tergantung ketersediaan dana).
3. PIHAK KEDUA, dan BPVP terpilih akan menyediakan instruktur, ruang kelas, fasilitas laboratorium komputer, serta staf

administrative staff to provide learner recruitment and job matching services.

4. Banyan Global, the USAID PADU implementing partner, will provide technical assistance to the SECOND PARTY' VTC to facilitate Orbit-led training and certification of VTC instructors for AWS re/Start program, training of VTC administrative staff that support learner recruitment and job matching services, and initial batches of AWS re/Start learner training - up to US\$1,000,000 (subject to the availability of funds).
5. AWS will provide the Learning Management System (LMS), training program, software licenses, certification costs for qualifying learners, and long-term support to make MoM VTC an authorized AWS re/Start training partner in Indonesia – valued at approximately US \$1,400,000 and covered by AWS.

ARTICLE 7- TIMEFRAME

- (1) The cooperation under this IA will be valid for three (3) years effective from the date of signing and can be renewed or extended in writing by all PARTIES involved.
- (2) This IA may be terminated prior to the period referred to in paragraph by either PARTY, by submitting a written notification to obtain approval from the other PARTY, no later than 60 (sixty) working days before the date of the proposed termination of this IA.
- (3) Termination of IA prior to the period referred to in paragraph (1) must receive approval from USAID PADU.

administrasi untuk menyediakan layanan perekrutan peserta latih dan penempatan kerja.

4. Banyan Global, mitra pelaksana USAID PADU, akan memberikan bantuan teknis kepada BPVP PIHAK KEDUA untuk memfasilitasi pengembangan pelatihan yang dipimpin Orbit dan sertifikasi instruktur BPVP untuk program AWS re/Start, pelatihan staf administrasi BPVP yang mendukung perekrutan peserta latih dan layanan penempatan kerja, dan gelombang awal pelatihan peserta latih AWS re/Start - hingga US\$1.000.000 (tergantung ketersediaan dana).
5. AWS akan menyediakan Sistem Manajemen Pembelajaran (LMS), program pelatihan, lisensi perangkat lunak, biaya sertifikasi untuk peserta latih yang memenuhi syarat, dan dukungan jangka panjang untuk menjadikan BPVP sebagai mitra pelatihan resmi AWS re/Start di Indonesia – senilai sekitar US \$1.400.000 dan ditanggung oleh AWS.

PASAL 7- JANGKA WAKTU

- (1) PP ini akan berlaku selama tiga (3) tahun terhitung sejak tanggal penandatanganan dan dapat diperbarui atau diperpanjang secara tertulis oleh semua PIHAK yang terlibat.
- (2) PP ini dapat diakhiri sebelum jangka waktu sebagaimana dimaksud pada ayat oleh salah satu PIHAK, dengan menyampaikan pemberitahuan tertulis untuk mendapatkan persetujuan PIHAK lainnya, paling lambat 60 (enam puluh) hari kerja sebelum tanggal usulan pengakhiran PP ini.
- (3) Pengakhiran PP sebelum jangka waktu sebagaimana dimaksud pada ayat (1) harus mendapat persetujuan USAID PADU.

ARTICLE 8 - INTELLECTUAL PROPERTY RIGHTS

The jointly developed results of activities under the IA by the PARTIES are recognized as public good, can therefore be used by both PARTIES and publicly listed.

ARTICLE 9 – CORRESPONDENCE AND PUBLIC COMMUNICATIONS

- (1) THE PARTIES intend to centralize public communication through USAID PADU, which will manage consultation and consent of the PARTIES prior to public communications.
- (2) For the purpose of correspondence and/ or implementation of IA, the PARTIES designate a steering committee work unit that is responsible as a liaison.
- (3) The liaison as referred to in paragraph (1) is stipulated as follows:
 - a. The FIRST PARTY:
Nalin K. Singh, CEO & Director of Orbit Futures Academy, Gedung DBS Bank Tower Lantai 28, Ciputra World 1 Jakarta, Jl. Prof. Dr. Satrio Kav 3-5, Jakarta, Selatan, 12940, Indonesia.
Email: nalin@orbitventura.com
 - b. The SECOND PARTY
Secretariat of the Directorate General of Vocational Training and Productivity Development of the Ministry of Manpower of the Republic of Indonesia. Jalan Jenderal Gatot Subroto Kav. 44 Jakarta Selatan 12710.
Email: cooperation.ina@gmail.com.
 - c. Steering Committee Member
Wahono Kolopaking, USAID PADU Public Private Partnership Manager, Mayapada Tower 1 Marquee Offices Lantai 11, Jl. Jendral Sudirman, Kav. 28, Jakarta 12920, Indonesia.
Email: wkolopaking@banyanglobal.com

PASAL 8 - HAK KEKAYAAN INTELEKTUAL

Hasil kegiatan yang dikembangkan bersama di bawah PP oleh PARA PIHAK diakui sebagai barang publik, oleh karena itu dapat digunakan oleh kedua PIHAK dan dicatatkan secara publik.

PASAL 9 – KORESPONDENSI DAN KOMUNIKASI PUBLIK

- (1) PARA PIHAK bermaksud untuk memusatkan komunikasi publik melalui USAID PADU, yang akan mengelola konsultasi dan persetujuan PARA PIHAK sebelum melakukan komunikasi publik.
- (2) Untuk kepentingan persuratan dan/atau pelaksanaan PP, PARA PIHAK menunjuk satuan kerja komite pengarah yang bertanggung jawab sebagai penghubung.
- (3) Penghubung sebagaimana dimaksud pada ayat (1) ditetapkan sebagai berikut:
 - a. PIHAK PERTAMA:
Nalin K. Singh, CEO & Director dari Orbit Futures Academy, Gedung DBS Bank Tower Lantai 28, Ciputra World 1 Jakarta, Jl. Prof. Dr. Satrio Kav 3-5, Jakarta, Selatan, 12940, Indonesia.
Email: nalin@orbitventura.com
 - b. PIHAK KEDUA
Sekretariat Direktorat Jenderal Pelatihan Kejuruan dan Pengembangan Produktivitas Kementerian Ketenagakerjaan Republik Indonesia. Jalan Jenderal Gatot Subroto Kav. 44 Jakarta Selatan 12710.
Email: cooperation.ina@gmail.com.
 - c. Anggota Komite Pengarah
Wahono Kolopaking, Manajer Kemitraan Pemerintah Swasta USAID PADU, Mayapada Tower 1 Marquee Offices Lantai 11, Jl. Jendral Sudirman, Kav. 28, Jakarta 12920, Indonesia.
Email: wkolopaking@banyanglobal.com

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| <p>(4) In the event that there is a change in correspondence address as referred to in paragraph (2), the relevant PARTY shall notify the other PARTY no later than 5 (five) working days after such change occurs.</p> <p>(5) As long as the notification of change as referred to in paragraph (3) has not been received by the other PARTY, all correspondence is addressed to the liaison with the correspondence address as referred to in paragraph (2).</p> <p>(6) The PARTIES will appoint at least one person responsible for securing an effective planning, implementation, and monitoring of the agreed scope of cooperation and activities under this IA.</p> <p>(7) The SECOND PARTY will appoint one person at every selected MoM VTC, responsible for securing an effective planning, implementation, and monitoring of the agreed scope of cooperation and activities agreed upon under this IA.</p> | <p>(4) Dalam hal terjadi perubahan alamat korespondensi sebagaimana dimaksud pada ayat (2), PIHAK terkait wajib memberitahukan PIHAK lainnya paling lambat 5 (lima) hari kerja setelah perubahan tersebut terjadi.</p> <p>(5) Sepanjang pemberitahuan perubahan sebagaimana dimaksud pada ayat (3) belum diterima oleh PIHAK lain, seluruh korespondensi ditujukan kepada penghubung dengan alamat korespondensi sebagaimana dimaksud pada ayat (2).</p> <p>(6) PARA PIHAK akan menunjuk setidaknya satu orang yang bertanggung jawab untuk menjamin perencanaan, pelaksanaan, dan pemantauan yang efektif terhadap ruang lingkup kerja sama dan kegiatan yang disepakati berdasarkan PP ini.</p> <p>(7) PIHAK KEDUA akan menunjuk satu orang di setiap BPVP yang dipilih, yang bertanggung jawab untuk memastikan perencanaan, pelaksanaan, dan pemantauan yang efektif terhadap ruang lingkup kerja sama dan kegiatan yang disepakati berdasarkan PP ini.</p> |
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ARTICLE 10 – FORCE MAJEURE

PASAL 10 – KEADAAN KAHAR

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| <p>(1) An event of force majeure, which is given when certain circumstances beyond one of the PARTY's control arise, making performance inadvisable, commercially impracticable, illegal, or impossible, allows one of the PARTIES unilaterally to suspend or terminate the performance of its obligations defined in this IA.</p> <p>(2) Force majeure as referred to in paragraph (1), includes: natural disasters as earthquakes, landslides, volcanic eruptions, tsunamis, and floods, fires, wars, riots, sabotage, community rebellions, and policies of the government of the Republic of Indonesia which may negatively</p> | <p>(1) Suatu peristiwa keadaan kahar/<i>force majeure</i>, yang terjadi ketika keadaan tertentu terjadi di luar kendali salah satu PIHAK, sehingga pelaksanaannya tidak disarankan, tidak dapat dilaksanakan secara komersial, tidak sah, atau tidak mungkin dilakukan, sehingga memungkinkan salah satu PIHAK secara sepihak untuk menanggukhan atau mengakhiri pelaksanaan kewajibannya yang telah ditentukan di PP ini.</p> <p>(2) <i>Force majeure</i> sebagaimana dimaksud pada ayat (1), meliputi: bencana alam seperti gempa bumi, tanah longsor, letusan gunung berapi, tsunami, dan banjir, kebakaran, peperangan, kerusuhan, sabotase, pemberontakan masyarakat, dan kebijakan</p> |
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affect the implementation of this IA.

- (3) In the event of force majeure as referred to in paragraph (2), the PARTY affected by force majeure must notify the other PARTY in writing no later than 5 (five) days after the force majeure occurs.
- (4) Any losses that arise due to force majeure as referred to in paragraph (2) cannot be sued by the other PARTY in this IA.

ARTICLE 11 – MONITORING AND EVALUATION

- (1) THE PARTIES monitor and evaluate the implementation of this IA periodically or at any time if necessary.
- (2) The periodic monitoring and evaluation as mentioned in paragraph (1) shall be conducted at least 1 (one) time in 1 (one) year.
- (3) The results of the monitoring and evaluation as referred to in paragraph (1) shall be followed up by THE PARTIES per the Steering Committee's agreements.

ARTICLE 12 – DISPUTE SETTLEMENT

- (1) If in the implementation of this IA there is a dispute between THE PARTIES, it will be resolved by amicable and good faith consultations and discussions as the only means of achieving a resolution of such dispute or disagreement.
- (2) If the dispute cannot be settled by deliberation to reach a consensus, the dispute will be settled in the Project Steering Committee meeting.

Pemerintah Republik Indonesia yang mungkin berdampak negatif terhadap penerapan IA ini.

- (3) Apabila terjadi *force majeure* sebagaimana dimaksud pada ayat (2), PIHAK yang terkena *force majeure* wajib memberitahukan secara tertulis kepada PIHAK lainnya paling lambat 5 (lima) hari setelah *force majeure* terjadi.
- (4) Segala kerugian yang timbul akibat *force majeure* sebagaimana dimaksud pada ayat (2) tidak dapat dituntut oleh PIHAK lain dalam PP ini.

PASAL 11 – PEMANTAUAN DAN EVALUASI

- (1) PARA PIHAK memantau dan mengevaluasi pelaksanaan PP ini secara berkala atau sewaktu-waktu jika diperlukan.
- (2) Pemantauan dan evaluasi berkala sebagaimana dimaksud pada ayat (1) dilakukan paling sedikit 1 (satu) kali dalam 1 (satu) tahun.
- (3) Hasil pemantauan dan evaluasi sebagaimana dimaksud pada ayat (1) ditindaklanjuti oleh PARA PIHAK sesuai kesepakatan Komite Pengarah.

PASAL 12 – PENYELESAIAN PERBEDAAN

- (1) Apabila dalam pelaksanaan PP ini terdapat perselisihan antar PARA PIHAK, maka perselisihan tersebut akan diselesaikan melalui konsultasi dan diskusi yang dilakukan secara damai dan beritikad baik sebagai satu-satunya cara untuk mencapai penyelesaian perselisihan atau perselisihan tersebut.
- (2) Apabila perselisihan tidak dapat diselesaikan secara musyawarah untuk mufakat, maka perselisihan tersebut akan diselesaikan dalam rapat Panitia Pengarah Proyek.

ARTICLE 13 – ADDENDUM

- (1) Any matters that are not yet stipulated in this IA may be provided for and agreed by the PARTIES in an addendum, which constitutes an integral part of this IA.
- (2) THE PARTIES agree that all rights and benefits obtained based on this IA are not transferrable to other parties.
- (3) This IA is not a treaty and does not give rise to rights or obligations under international or other law. THE PARTIES specifically acknowledge that this IA is not an obligation of funds, nor does it constitute a legally binding agreement or commitment by any PARTY to the others, nor create any rights in any third party or parties. THE PARTIES' roles, intentions, and understandings under this IA are subject to funds availability. THE PARTIES intend to maintain their own separate and unique missions and mandates and their own accountabilities. Each PARTY accepts full and sole responsibility for any expenses incurred by it related to this IA. Nothing in this IA shall be construed as amending, superseding, or interfering in any way with any agreements or contracts entered into by THE PARTIES with each other or with any third parties, either prior to or subsequent to the signing of this IA. Nothing in this IA shall be construed as an exclusive working relationship.

PASAL 13 – ADENDUM

- (1) Hal-hal yang belum diatur dalam PP ini dapat diatur dan disepakati oleh PARA PIHAK dalam suatu adendum yang merupakan bagian tidak terpisahkan dari PP ini.
- (2) PARA PIHAK sepakat bahwa seluruh hak dan manfaat yang diperoleh berdasarkan PP ini tidak dapat dialihkan kepada pihak lain.
- (3) PP ini bukan merupakan suatu perjanjian dan tidak menimbulkan hak atau kewajiban berdasarkan hukum internasional atau hukum lainnya. PARA PIHAK secara khusus mengakui bahwa PP ini bukan merupakan kewajiban dana, juga bukan merupakan perjanjian atau komitmen yang mengikat secara hukum oleh PIHAK mana pun kepada pihak lain, dan tidak menimbulkan hak apa pun pada pihak atau pihak ketiga mana pun. Peran, niat, dan pemahaman PARA PIHAK berdasarkan PP ini bergantung pada ketersediaan dana. PARA PIHAK bermaksud untuk mempertahankan misi dan mandat mereka yang terpisah dan unik serta akuntabilitas mereka sendiri. Masing-masing PIHAK menerima tanggung jawab penuh dan tunggal atas segala biaya yang dikeluarkannya terkait dengan PP ini. Tidak ada ketentuan dalam Perjanjian ini yang dapat ditafsirkan sebagai mengubah, menggantikan, atau mencampuri dengan cara apa pun terhadap perjanjian atau kontrak apa pun yang dibuat oleh PARA PIHAK satu sama lain atau dengan pihak ketiga mana pun, baik sebelum atau setelah penandatanganan Perjanjian ini. Tidak ada satu hal pun dalam PP ini yang dapat ditafsirkan sebagai hubungan kerja eksklusif.

ARTICLE 14 -CLOSURE

- (1) The IA is made in English and Indonesian.
- (2) In the event of any inconsistency or different interpretation between the Indonesian version and the English version, the Indonesian language version is deemed to be automatically amended (with effect from the date of the execution of this IA) to make the relevant part of the Indonesian language version consistent with the relevant part of the English version.
- (3) This IA is made in 2 (two) copies, each with sufficient duty stamp and having the same legal force after being signed by THE PARTIES.



SECOND PARTY/PIHAK KEDUA

Acting Secretary of Directorate General of Vocational Training and Productivity Development, Ministry of Manpower, responsible for VTC.

Plt. Sekretaris Direktorat Jenderal Binalavotas Kementerian Ketenagakerjaan RI, bertanggung jawab atas BPVP.

STEERING COMMITTEE WITNESS
SAKSI KOMITE PENGARAH

Banyan Global, USAID PADU Implementing Partner/
Banyan Global, Mitra Pelaksana USAID PADU

PASAL 14 – PENUTUPAN

- (1) PP dibuat dalam bahasa Inggris dan bahasa Indonesia.
- (2) Apabila terdapat ketidakkonsistenan atau perbedaan penafsiran antara versi bahasa Indonesia dan versi bahasa Inggris, versi bahasa Indonesia dianggap secara otomatis diubah (berlaku sejak tanggal pelaksanaan PP ini) untuk menjadikan bagian yang relevan dari Perjanjian ini. Versi bahasa Indonesia konsisten dengan bagian yang relevan dari versi bahasa Inggris.
- (3) PP ini dibuat dalam rangkap 2 (dua) yang masing-masing bermaterai cukup dan mempunyai kekuatan hukum yang sama setelah ditandatangani oleh PARA PIHAK.



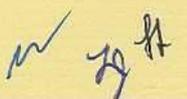
FIRST PARTY/PIHAK KESATU

PT Orbit Ventura Indonesia, authorized Collaborating Organization for AWS re/Start Program.

PT Orbit Ventura Indonesia, Organisasi Kolaborasi resmi untuk Program re/Start AWS.

Annex A: Grant Implementation Agreement between MoM and USAID

Reference separate file.



Annex B: AWS re/Start Program Elements

The PARTIES acknowledge that the AWS re/Start program implemented by Orbit in Indonesia includes the following elements:

- a. *Learning Tracks*: The program covers a variety of cloud computing concepts, foundational IT skills, and practical exercises. Learners gain an understanding about core AWS services, networking, security, databases, and more.
- b. *Instructor-Led Training*: The program is delivered through in-person or virtual instructor-led training sessions. Experienced trainers guide learners through the curriculum and hands-on labs.
- c. *Hands-On Labs*: Practical exercises and labs are an integral part of the program. Learners gain practical experience by working on real-world projects that simulate common cloud computing scenarios.
- d. *Certification Preparation*: While AWS re/Start may not necessarily lead to a certification, the program aims to support learners to achieve the completed re/Start badge and prepare for the AWS Certified Cloud Practitioner exam. This entry-level certification validates foundational cloud knowledge.
- e. *Career Support*: The program includes job-seeking support to help learners transition into cloud-related roles. This support may include resume building, interview preparation, and job matching assistance.
- f. *Eligibility*: AWS re/Start is designed for individuals who are new to technology and interested in pursuing a career in cloud computing. Learners may come from diverse backgrounds and educational levels.

**GRANT IMPLEMENTATION AGREEMENT
BETWEEN
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AND
THE MINISTRY OF MANPOWER OF THE REPUBLIC OF INDONESIA
RELATING TO THE
IMPLEMENTATION OF INTERMEDIATE RESULTS 2.1 and 2.2
UNDER THE
BILATERAL DEVELOPMENT COOPERATION FRAMEWORK**

1. GENERAL

- 1.1 This Grant Implementation Agreement (GIA) expresses the understanding between the United States Agency for International Development (USAID) and the Ministry of Manpower of the Republic of Indonesia (MoM), hereinafter collectively the "Parties" and each a "Party," for arrangements to guide and facilitate cooperation on the implementation of activities to support:
- Intermediate Result (IR) 2.1 Workforce Productivity Increased and
IR 2.2 Public and Private Capacity to Expand Economic Growth Strengthened
of Development Objective (DO) 2: Inclusive Economic Growth Increased under the Bilateral Development Cooperation Framework (BDCF) No. 497-040, hereinafter referred to as "Activities" or the "USAID Workforce Development Portfolio."
- 1.2 This GIA is executed under Section 7.3 of the BDCF, which states that the Government of Indonesia (GOI) may make further arrangements with USAID regarding the implementation of activities under the specific Executing and Implementing Agencies' responsibility. All terms and conditions of the BDCF apply to this GIA. The Parties shall implement this GIA complying with the prevailing laws and regulations applicable to each Party including those laws and regulations governing implementation of assistance for workforce development and inclusive economic growth.
- 1.3 The Executing Agency for this GIA is the Directorate General of Vocational Training and Productivity Development, who shall represent MoM for purposes of implementing and/or coordinating the Implementing Agencies described below for the implementation of the USAID Workforce Development Portfolio.
- 1.4 The Implementing Agencies are the respective units participating directly as MoM counterparts in the implementation of the USAID Workforce Development Portfolio.
- 1.5 The Implementing Partners are the contractors, grantees or other entities funded and managed by USAID under various contracts, grants, or other agreements, for the implementation of the USAID Workforce Development Portfolio under this GIA.
- 1.6 The Implementation of the USAID Workforce Development Portfolio supports the GOI in its achievement of the National Medium-Term Development Plan (RPJMN) 2020-2024 and the MoM of the Strategic Plan (Renstra) 2020-2024.
- 1.7 A list of abbreviations used in this GIA is provided in Annex 4.

2. PURPOSE

2.1 The purpose of the USAID Workforce Development Portfolio is to assist Indonesia's efforts to:

- a) Strengthen partnerships between vocational training centers (Balai Latihan Kerja) and private sector firms to improve training implementation and relevance, and graduates' skill quality and competitiveness to meet labor market demand. (IR 2.1 Workforce Productivity Increased; IR 2.2: Public and Private Capacity to Expand Economic Growth Strengthened);
- b) Strengthen local vocational training systems to improve on-the-job training through internships and apprenticeships, curricula, and teacher/lecturer/instructor skills.; (IR 2.1 Workforce Productivity Increased);
- c) Build and scale up proven models of public private partnerships to increase the quality, competitiveness, and productivity of Indonesia's workforce. (IR 2.1 Workforce Productivity Increased; IR 2.2: Public and Private Capacity to Expand Economic Growth Strengthened);
- d) Other plan activities to achieve IR 2.1 and IR 2.2 as agreed by the Parties in writing.

2.2 This GIA is intended to provide guidance and facilitate cooperation between USAID and the Executing and Implementing Agencies on the implementation of the Workforce Development Portfolio. The Parties acknowledge that the Ministry of National Development Planning (BAPPENAS), as the signatory of the BDCF, and the Executing Agency, as designated, remains USAID's primary GOI point of contact for matters related to the implementation of the BDCF.

3. EXECUTING AUTHORITIES

3.1 The Authorities for this GIA will be:

Executing Agency for the Government of Indonesia: Directorate General of Vocational Training and Productivity Development, the Ministry of Manpower of the Republic of Indonesia.

For USAID: Economic Growth and Education Office

Implementing Agencies for the Government of Indonesia include:

- a. Secretariat of the Directorate General of Vocational Training and Productivity Development.
- b. Directorate of Standard Competency and Training Program Development
- c. Directorate of Vocational Training Institutional Development
- d. Directorate of Instructor and Training Personnel Development
- e. Directorate of Vocational Training and Apprenticeship Implementation Development
- f. Directorate of Productivity Improvement Development
- g. Secretariat of Indonesia Professional Certification Authority (IPCA)
- h. Technical Implementation Units on Vocational Training and Productivity

4. UNDERTAKING OF USAID

4.1 In accordance with the Laws and Regulations of the United States and within budgetary limitations and subject to the availability of funds indicated in Section 3.1 of the BDCF, USAID shall undertake the following:

- a) Collaborate with the Executing and Implementing Agencies on a regular and ongoing basis on the Activities under the USAID Workforce Development Portfolio.
- b) Promptly inform the Executing and Implementing Agencies of any significant changes or modifications related to the Activities.
- c) Facilitate engagement between the Executing and Implementing Agencies and USAID Implementing Partners in the implementation of the USAID Workforce Development Portfolio.
- d) In collaboration with the Executing Agency ensure that the Activities undertaken under the USAID Workforce Development Portfolio are conducted in a manner consistent with the terms of the BDCF and that they support the achievement of IR 2.1 Workforce Productivity Increased and IR 2.2 Public and Private Capacity and Commitment to Expand Economic Growth Strengthened.
- e) In discussions with the Executing Agency and Implementing Agencies, determine the value and nature of in-kind contribution that may be required under Section 3.2 of the BDCF for Activities under the Workforce Development Portfolio.
- f) Comply with the Ministry of Finance regulation on *Berita Acara Serah Terima* (BAST) reporting and the BEAST Standard Operating Procedure jointly agreed to in the USAID - GOI Steering Committee Meeting regarding the expenditures of USAID funds for Activities under the USAID Workforce Development Portfolio.
- g) Participate in annual Steering Committee Meetings co-chaired by BAPPENAS and the Ministry of Finance (MoF) to discuss Activities, monitor and evaluate the results of implementation, and address problems if and as they arise.
- h) Report on the implementation of Activities under the USAID Workforce Development Portfolio, quarterly to the EA and IA, including on results attained through cooperative undertakings of GOI and USAID.
- i) In discussion with the Executing Agency, determine appropriate Implementing Agencies and Chairs of Technical Committee for USAID Activities.
- j) Participate in Technical Committee Meetings and any other coordination meetings organized by Executing and Implementing Agencies.
- k) In accordance with its own policies and regulations, USAID will be fully responsible, through its Implementing Partner, for any procurements, payments, and disbursements related to USAID's assistance.

5. UNDERTAKINGS OF EXECUTING AGENCY

5.1 In accordance with laws and regulations of the Republic of Indonesia, the Executing Agency shall undertake the following:

- a) Provide coordination and guidance on Activities under the USAID Workforce Development Portfolio.

- b) Discuss collaboratively with USAID on a regular and ongoing basis the Activities implemented under the USAID Workforce Development Portfolios.
- c) Convene meetings as needed to facilitate MoM coordination, affirm Implementing Agencies' commitment toward activity goals, and provide guidance on the IRs set forth above at Section 1.1.
- d) In collaboration with USAID, ensure that the Activities undertaken under the USAID Workforce Development Portfolio are conducted in a manner consistent with the terms of the BDCF and in support of the RPJMN and the MoM's Renstra.
- e) Register the grant amount of USAID Activities with MoF.
- f) In collaboration with USAID, ensure that work permits/visas, and other documents and processes under the control of the MoM are processed in a timely fashion to ensure smooth and expedited implementation of the Workforce Development Portfolio.
- g) Ensure that the Executing and Implementing Agencies provide the GOI Contribution as stipulated in Section 3.2.(b) of the BDCF, and compile and submit annual reporting to MoF and BAPPENAS.
- h) In collaboration with USAID, ensure that all the Implementing Agencies prepare, sign and submit BAST reports where required, with a copy to the Executing Agency, consistent with MoF regulations as agreed upon in MOF's Standard Operating Procedures.
- i) Participate in annual Steering Committee Meetings of the BDCF and other coordination forums for BDCF implementation.
- j) In discussion with USAID, determine appropriate Implementing Agencies and Chairs of the Technical Committee for Activities under the Workforce Development Portfolio.

6. UNDERTAKINGS OF IMPLEMENTING AGENCIES

- 6.1 In accordance with the laws and regulations of the Republic of Indonesia, and budgetary resources available to the Implementing Agency, the Implementing Agency shall undertake the following:
- a) With the Executing Agency, Technical Committee, USAID and the activity implementing Partner, discuss and review the activity annual work plan(s), in which the Implementing Agency is engaged, to ensure that the activity contributes to the achievement of the RPJMN and the MoM's Renstra.
 - b) Facilitate engagement with other national and sub-national GOI agencies that indicate interest in being involved in the activities of the USAID Workforce Development Portfolio.
 - c) Participate in the monitoring and evaluation of USAID Activities under the Workforce Development Portfolio.
 - d) Convene and participate in the Technical Committee meetings and other coordination meetings related to the activity in which the Implementing Agency is engaged in the USAID Workforce Development Portfolios.
 - e) Provide to USAID and its Implementing Partners, where relevant, all necessary documentation as soon as possible, in a timely manner to obtain, visas, stay permits, exit and re-entry permits, work permits and/or any other necessary permits or documentation required for international staff, experts and their respective dependents, to ensure expedited and smooth implementation of the Workforce Development Portfolio.

- f) Compile reports on Activities under the USAID Workforce Development Portfolio in close collaboration with USAID, for sharing with the EA.
- g) Timely prepare and sign the BAST reports, consistent with MoF's BAST regulation and as per the jointly agreed BAST Standard Operating Procedures (SOP), with information provided by USAID on Activities under the Workforce Development Portfolio.
- h) Submit the BEST reports to MoF with a copy to the Executing Agency. In the event an Implementing Agency fails to submit BAST reports within the agreed timeline, the Executing Agency and USAID will jointly urge the Implementing Agencies to submit and register BAST reports under this GIA to the MoF at the earliest opportunity.

7. ACTIVITY DESCRIPTION

- 7.1. To contribute to the IRs described at Section 1.1 above, the Parties anticipate cooperating on the implementation of the Partnerships for Productivity (PADU) Project. Other activities to achieve IR 2.1 and IR 2.2 can be added as necessary by the written consent of both Parties.
- 7.2 A non-exhaustive list of USAID-financed Activities under this GIA is included as Annex 1 to this GIA.
- 7.3 USAID will consult and notify the GOI Executing and Implementing Agencies if it anticipates adding a new Activity to the Workforce Development Portfolio under this GIA. The funding of the new activity will be sourced, subject to the availability of funds, from the unallocated funds outlined in Annex 2.

8. DURATION OF THE ACTIVITY

- 8.1 The Parties anticipate the Activities under this GIA will be implemented through the estimated completion date of the BDCF (September 30, 2025).

9. GOVERNANCE AND MANAGEMENT ARRANGEMENTS

- 9.1 The following governance, management, and coordination arrangements and functions will be implemented to assist with the implementation of, progress, and monitoring of USAID Activities in Annex 1.

Steering Committee

- 9.2. The Steering Committee (SC) will coordinate the implementation of overall projects and activities under the BDCF.
- 9.3. The SC will be chaired by the Deputy Minister of Development Funding, Bappenas, and its membership shall consist of representatives from the following:
 - a) The Executing Agencies, represented by an official of Echelon I or Echelon II.
 - b) USAID
 - c) Ministry of Finance
 - d) Ministry of the State Secretariat
 - e) Other relevant Ministries at the discretion of the SC Chair.

9.4 The SC will meet formally at least once a year to establish policies and guidelines for the management and coordination of the BDCF; to discuss implementation, monitoring and evaluation, and expected results of USAID activities; to resolve problems that arise in the implementation of the BDCF; and to provide guidance on any issues that arise in the implementation of projects and activities under the BDCF.

Technical Committee

9.5 The Implementing Agencies, in consultation with the Executing Agency and USAID, may establish a Technical Committee (TC) to oversee Activities implemented under the Workforce Development Portfolio.

9.6 Each TC will include the Implementing Agency and other stakeholders who can provide guidance, expertise, and oversight in activity implementation.

9.7 The TCs are required to provide input into the strategic direction of the Workforce Development Portfolio, assess progress against individual sectoral activities, and provide input on the annual sectoral work plans.

9.8 The TC will convene meetings bi-annually and may additionally hold out-of-session meetings and/or correspond on issues requiring urgent attention.

9.9 Any additional coordination and management arrangements under the USAID Workforce Development Portfolio shall be discussed and undertaken as mutually agreed between the Executing Agency and USAID.

Secretariat Support

9.10 The Parties intend to establish a Secretariat to the Executing Agency (the "EA Secretariat") to support the Executing Agency and the Technical Committee in performance of their roles and responsibilities in implementation and oversight of the Workforce Development Portfolio. Duties of Secretariat Support will include:

- a) Support coordination and engagement with ministries/agencies and sub-national government in the implementation of the USAID Workforce Development Portfolio;
- b) Collect progress reports on the implementation of the USAID Workforce Development Portfolio, and then consolidate the progress reports for review by the Executing Agency and Implementing Agencies;
- c) Collect relevant administrative and financial reports from Implementing Agencies including a report on the GOI contribution;
- d) Organize and host meetings and provide related secretariat services; and
- e) Coordinate with technical teams to ensure the support is delivered in an effective, efficient, and accountable manner.

9.11 Any additional coordination and management arrangements under the USAID Workforce Development Portfolio will be discussed and undertaken by mutual arrangement between the Executing Agency and USAID.

10. CONTRIBUTION

- 10.1 The approximate total USAID contribution to Activities under the Workforce Development Portfolio, obligated or to be obligated in the BDCF is estimated to be up to USD 10,000,000 (ten million U.S. dollars) over five years. Details of the estimated contribution are provided in Annex 2. The provision and disbursement of USAID contributions are subject to the availability of funds, among other things, including to the U.S. Congressional approval of annual budget appropriations.
- 10.2 Pursuant to section 3.2 of the BDCF, the Indonesian national and sub-national agencies will provide in-kind contributions at least twenty-five percent (25%) of the total USAID contribution to the implementation of the Workforce Development Portfolio. The contribution will be documented and reported as the GOI Contribution at least annually in a format to be agreed upon with USAID.
- 10.3 The GOI 25% contribution shall apply only to activities which directly benefit the GOI, or which are administered, managed, or controlled by the GOI. When a particular activity requires a GOI 25% contribution, USAID will notify the Executing Agency in writing.
- 10.4 The funding for this GIA is expected to be obligated through USAID awards with third party implementers, subject to, among other things, the availability of funds as explained in Section 10.1 above. This GIA does not constitute an obligation or commitment of funds by either Party to the other or to any third party or parties.

11. GOOD GOVERNANCE

- 11.1 In implementing this GIA the Parties commit to adhere to the highest principles of good governance, including a commitment to prevent corruption, bribery, and the misuse of funds.
- 11.2 The Parties shall refrain from any activities counter to either Parties' national interests, or that could otherwise inflict harm or interfere with either Parties' social and political stability or national security.

12. SETTLEMENT OF DISPUTES

- 12.1 The Parties agree to address any disputes that arise out of the interpretation or application of this GIA, through amicable consultations as the only method of achieving a peaceful resolution of that dispute, controversy, or claim.
- 12.2 This GIA may be prepared in both English and Bahasa Indonesia. In the event of ambiguity or conflict between the two versions, the English language version shall prevail.

13. AMENDMENTS

- 13.1 The Parties may amend this GIA by amendment or based on mutual consent through an Exchange of Letters signed by both Parties, which letters shall be an integral part of this GIA.
- 13.2 Amendments pursuant to Section 7.5 of the BDCF will be immediately applicable to this GIA.

14. INTELLECTUAL PROPERTY

- 14.1 Any intellectual property developed in direct collaboration with the GOI or for the GOI's benefit under this GIA shall be available for use by the Parties, as allowable under

applicable regulations, laws, and/or agreements with third parties that govern the ownership or use of that intellectual property.

15. EVENTS BEYOND THE PARTIES' CONTROL

15.1 Neither Party shall be held liable or responsible to the other party for failure or delay in fulfilling or performing any term of this GIA to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to pandemic or infectious disease, fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God.

15.2 In the event of any such excused delay based upon an event in Section 15.1, the Parties agree to extend the period for fulfillment of the terms as reasonably necessary. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of the condition preventing fulfillment of a term under the GIA; and (b) use reasonable efforts to remove any such causes and resume performance under this GIA, as applicable, as soon as reasonably practicable.

16. COMMENCEMENT AND TERMINATION

16.1 This GIA shall take effect upon signature by both the Parties.

16.2 Either Party may terminate this GIA by giving the other Party thirty (30) days written notice. The provisions of Article E of Annex 2 to BDCF shall apply.

17. ANNEXES

17.1 This GIA includes the following Annexes which are hereby incorporated into this GIA by reference and made a part hereof:

- a) ANNEX 1: Scope of Activities Under the USAID Workforce Development Portfolios.
- b) ANNEX2: Estimated Budget of the USAID Workforce Development Portfolios for FY2019 - FY2023.
- c) ANNEX 3: BAST report flowchart and template.
- d) ANNEX 4: List of Abbreviations.

<p>FOR THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT</p>   <p>Farhad Ghaussy Director of Economic Growth and Education Office</p>	<p>FOR THE MINISTRY OF MANPOWER OF THE REPUBLIC OF INDONESIA</p>   <p>Syamsi Hari Secretary of Directorate General of Vocational Training and Productivity Development</p>
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ANNEX 1 SCOPE OF ACTIVITIES

Name of Activity	Scope	Duration of Implementation
Partnerships for Productivity Initiative (PADU)	<p>Goal: To enhance private sector investment in vocational training programs in priority technical areas through partnerships with TVET institutions</p> <p>Approach:</p> <ol style="list-style-type: none"> 1. Improve capacity of the public and private sector entities to plan and implement vocational training programs to improve workforce productivity; 2. Catalyze and facilitate partnerships between private sector entities and public and private technical and vocational training and education institutions (TVET) institutions to support vocational training programs; 3. Streamline regulations and guidelines related to utilization of tax deductions incentives on training activities for the private sector. 	2023 - 2027
Implementing Partner: Banyan Global		
USAID Program Manager: Ester Manurung		

ANNEX 2 ESTIMATED BUDGET* OF THE USAID WORKFORCE DEVELOPMENT PORTFOLIOS FOR FY 2019 - 2023

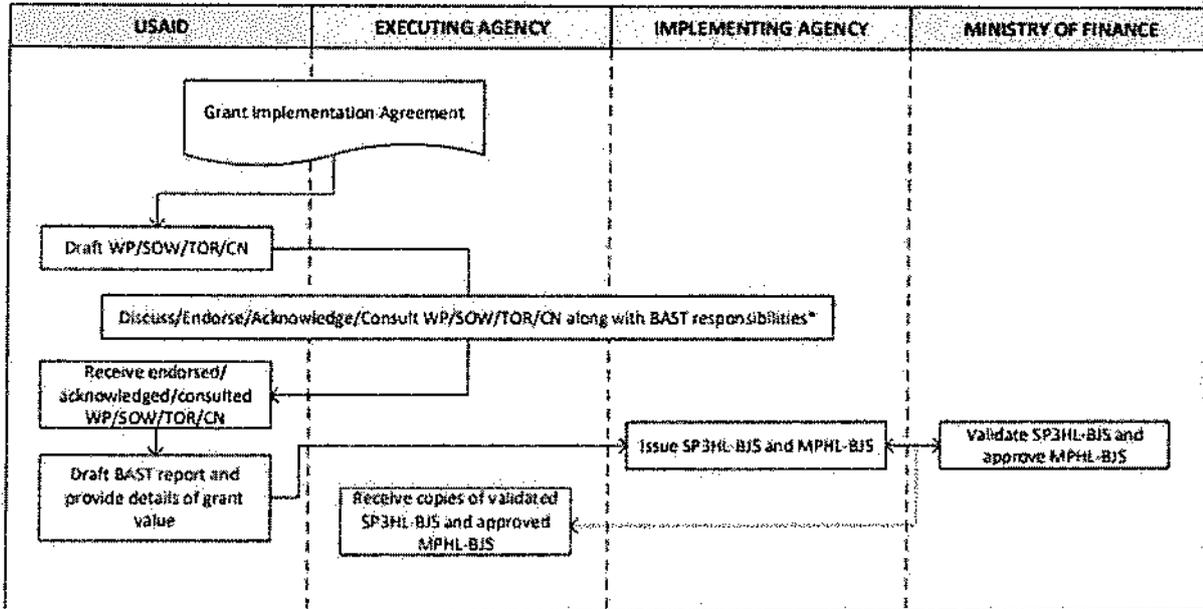
Activities	Estimated Budget
Partnerships for Productivity Initiative (PADU)	\$7,000,000
Unallocated Funds	\$3,000,000
TOTAL	\$10,000,000

***Subject to funds availability**



ANNEX 3 BAST REPORT FLOWCHART AND TEMPLATE

**BAST Flowchart – Undertaking of USAID, Executing Agency and Implementing Agency
(Multiple Ministries)**



Notes and Abbreviation:

* Depends on the governance arrangements agreed with Executing Agency in the Grant Implementation Agreement

WP: Work Plan

SOW: Scope of Work

TOR: Terms of Reference

CN: Concept Note

BAST: Berita Acara Serah Terima (Handover Report)

SP3HL-BJS: Surat Perintah Pengesahan Pendapatan Hibah Langsung Bentuk Barang/Jasa/Surat Berharga (Letter to Validate the Direct Grant Received in the Form of Goods/Services/Bonds)

MPHL-BJS: Memo Pencatatan Pengesahan Pendapatan Hibah Langsung Bentuk Barang/Jasa/Surat Berharga (Memo to Validate the Registration of Direct Grant Received in the Form of Goods/Services/Bonds)

Handwritten mark

BAST TEMPLATE

BEST/HANDOVER CERTIFICATE FOR USAID PROJECT _____

Number: **XXX/USAID-INA/BAST-[Services]/[Office]/YYYY**

<PRO will provide the Number>

This certificate documents the handover of certain assistance from the United States Agency for International Development (USAID) to the Government of Indonesia under the terms of USAID Bilateral Development Cooperation Framework Number **497-040** for the project entitled **<Insert Name of Activity>** from **<MM.DD.YYYY to MM.DD.YYYY>** described in detail in Attachment 1 and Attachment 2 [hereinafter "the provided assistance"]. Signatories to this certificate, collectively described as "the Parties," are as follows:

1. Name : **<John Doe>**
Position : **<Program Office Director/Technical Office Director >**,
USAID/Indonesia
In this case acting on behalf of and for the United States Agency for International Development (USAID)/Indonesia as Grantor, hereinafter called the First Party.

2. Name : **<John Doe>**
Position : **<Government Position>**
In this case acting on behalf of the **<GOI Ministry/Agency>**, the Recipient Agency (Grantee), hereinafter called the Second Party.

The Parties acknowledge that the provided assistance is classified by the Government of Indonesia as a direct grant for purposes of relevant Government of Indonesia regulations. Furthermore, the Parties acknowledge that the provided assistance took the form of technical assistance and capacity development services, and that this assistance remained off-budget and off-treasury from the Government of Indonesia's perspective. The provided assistance was furnished in partial fulfillment of commitments under Bilateral Development Cooperation Framework Number **497-040**, executed by the First Party, whereas the Second Party was the recipient of the off-budget, off-treasury assistance described in this certificate. Through this certificate, the Parties acknowledge the handover of the provided assistance to the Second Party.

The purpose of the provided assistance, in the form of technical assistance was:

- 1) to **<Brief Description of Project Purpose>**.
- 2)

The Second Party will continue to manage and benefit from the provided assistance -- independent of the First Party's involvement--after signing this Handover Certificate.

The First Party's expenditure to furnish the provided assistance during the period under review totaled **USD _____** equal to **IDR _____** as estimated by the First Party based on the Bank Indonesia exchange rate on **MM.DD.YYYY**.

The First Party is fully responsible, pursuant to its own policies and regulations, for all procurements and disbursements of the grant, including but not limited to any payments and expenses related to the activities and services procured as part of the provided assistance. The Parties acknowledge that all payments, transactions, and procurements related to the provided assistance were accomplished by the First Party, without the direct involvement of the Second

Party. The First Party further acknowledges that the Second Party is not accountable for any documents, proof of transaction, or verification, and expenses related to the provided assistance, and exonerates them for any legal and financial liability related to the provided assistance. The First Party is solely responsible for ensuring the accuracy of expenses that were paid by the First Party.

All documents and evidence of the First Party's expenditure are stored and accounted for by the First Party in a manner consistent with its own regulations and policies.

Pursuant to the policies and regulations of the Government of Indonesia, the Second Party accepts the handover of the provided assistance from the First Party in the form of services/goods as described in this Handover Certificate.

Attachments 1 and 2 to this Handover Certificate, integrated into this document by reference, provide a summary of project activities furnished as part of the provided assistance.

First Party

Grantor/Offeror

Name: < Technical Office Director >
USAID/Indonesia

Date:

Second Party

Grantee/Recipient Agency

Name: <Government Official >

Date:

fl

Attachment 1 - Summary Report of Project Activities

Hand-Over Certificate Number: XXX/USAID-INA/BAST-[Services]/[Office]/YYYY

Program Goal: <State Project Goal and Brief Overview>

The following milestones highlight Activity XXXX results to date: <Highlight key results to date>

-
-

Attachment 2: Matrix of Services Provided under <Insert Project Name>
 Hand-Over Certificate Number: XXX/USAID-INA/BAST-[Services]/[Office]/YYYY

[Redacted]			
Objective 1:			
	<Insert brief component of activities> • • •	\$ xxxx	IDR xxx
Objective 2:			
	<Insert brief component of activities Insert brief component of activities> • • •	\$ xxxx	IDR xxx
Objective 3:			
	< Insert brief component of activities> • • •	\$ xxxx	IDR xxx
Objective 4:			
	Insert brief component of activities> • • •	\$ xxxx	IDR xxx
TOTAL		\$ xxxx	IDR xxx

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ANNEX 4 LIST OF ABBREVIATIONS

BDCF: Bilateral Development Cooperation Framework

Bappenas: *Badan Perencanaan Pembangunan Nasional*

BAST: *Berita Acara Serah Terima*

GIA: Grant Implementation Agreement

GOI: Government of Indonesia

IR: Intermediate Results

MoF: Ministry of Finance

MoM: Ministry of Manpower

PADU: Partnership for Productivity Initiative

Renstra: *Rencana Strategis* (Strategic Plan)

RPJMN: *Rencana Pembangunan Jangka Menengah Nasional*

SOP: Standard Operating Procedures

TVET: Technical and Vocational Education and Training

USAID: United States Agency for International Development