

IOM office-specific Ref. No.:	PKU
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COOPERATION AGREEMENT

BETWEEN

FACULTY OF SOCIAL AND POLITICAL SCIENCES, INTERNATIONAL RELATION DEPARTMENT

UNIVERSITAS RIAU

AND

THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)

FACULTY OF SOCIAL AND POLITICAL SCIENCES, INTERNATIONAL RELATION DEPARTMENT - UNIVERSITAS RIAU ("hereinafter referred to as UNRI") and the International Organization for Migration ("IOM"), a related organization of the United Nations, (also hereinafter referred to individually as a "Party" and collectively as the "Parties"),

TAKING NOTE that the purposes of UNRI are aims to achieve excellence in higher education through the provision of education, research, and public service including cooperation with both national and international institutions,

TAKING NOTE that IOM, committed to the principle that humane and orderly migration benefits migrants and society, acts to: assist in meeting the operational challenges of migration, advance understanding of migration issues, encourage social and economic development through migration, and work towards effective respect of the human rights and well-being of migrants,

TAKING NOTE that the Government of Indonesia and IOM have signed the Arrangement between the Government of the Republic of Indonesia and International Organization for Migration on Migration Cooperation on October 14, 2004,

CONSCIOUS of the need for closer cooperation between UNRI and IOM in matters of common interest, and desirous of further enhancing and strengthening such cooperation,

HAVE AGREED AS FOLLOWS:



## **ARTICLE I**

### **GENERAL PRINCIPLES OF COOPERATION**

1. Within their respective mandates and subject to available resources, UNRI and IOM shall act in close collaboration and hold consultations on all matters of common interest. To this end, the Parties shall consider the appropriate framework for such consultations as and when necessary.
2. UNRI and IOM agree that the activities related to the identified areas of Empowerment and Social Cohesion for refugees shall be coordinated, to the extent possible, in an effort to achieve the maximum cooperation and the elimination of unnecessary duplication between them, and that when common interests so dictate, either Party may request the cooperation of the other.
3. Each Party shall endeavour, in so far as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to such requests for cooperation in accordance with procedures to be mutually agreed upon.

## **ARTICLE II**

### **EXCHANGE OF INFORMATION AND DOCUMENTATION**

1. UNRI and IOM agree to exchange information and documentation in the public domain to the fullest extent possible on matters of common interest.
2. Where appropriate and subject to the necessary requirements, information and documentation relating to specific projects or programmes may also be exchanged between the Parties with a view to attaining better complementary action and effective coordination between the two Parties.

## **ARTICLE III**

### **JOINT ACTION**

1. UNRI and IOM may, through special arrangements, decide to act jointly in the implementation of projects that are of common interest. Special arrangements shall define the modalities for the participation of each Party in such projects and shall determine the expenses payable by each of them.



2. UNRI and IOM may, whenever they consider it desirable, set up commissions, committees or other technical or advisory bodies, on terms and conditions to be mutually agreed upon in each case, to advise them on matters of common interest.

#### **ARTICLE IV**

##### **AREAS OF COOPERATION**

Without prejudice to cooperation in additional fields, within their respective mandates and subject to the availability of resources, the Parties agree to consider the following areas for mutual cooperation:

- a. Social service activities;
- b. Research studies on matters of mutual interest;
- c. Capacity building and training activities;
- d. Academic activities;
- e. Raising awareness activities.

#### **ARTICLE V**

##### **COOPERATION BETWEEN THE SECRETARIATS**

The Dean of UNRI and the Chief of Mission of IOM in Indonesia shall take appropriate measures to ensure effective cooperation and liaison between the Secretariats of the two Parties. This includes close cooperation in the field, in particular in locations where both Parties are represented.

#### **ARTICLE VI**

##### **IMPLEMENTATION OF THE AGREEMENT**

The Dean of UNRI and the Mission in Indonesia of IOM shall consult each other regularly on matters relating to this Agreement.

#### **ARTICLE VII**

##### **SUPPLEMENTARY ARRANGEMENTS**

UNRI and IOM may enter into such supplementary arrangements for the purpose of cooperation and coordination as may be found desirable.

## **ARTICLE VIII**

### **CONFIDENTIALITY**

All information including personal information which comes into the Parties' possession or knowledge in connection with this Agreement is to be treated as strictly confidential. No personal information shall be communicated to any third party without the prior written approval of the person concerned. The Parties shall comply with the IOM Data Protection Principles in the event that they collect, receive, use, transfer, or store, or otherwise process any personal data in the performance of this Agreement. The obligations under this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE IX**

### **INTELLECTUAL PROPERTY**

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from activities or projects under this Agreement shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

## **ARTICLE X**

### **STATUS OF IOM**

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

## **ARTICLE XI**

### **DISPUTE RESOLUTION**

1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved



by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.

3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
4. The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

## **ARTICLE XII**

### **ENTRY INTO FORCE, AMENDMENTS AND DURATION**

1. This Agreement shall enter into force on the date of its signature by the duly authorized representatives of the Parties. Upon its entry into force, the Parties will publicize it among their field and headquarters personnel.
2. This Agreement may be amended by mutual consent of the Parties. The proposed amendment should be made in writing to the other Party and shall enter into force upon its acceptance in writing by the Parties.
3. Either of the parties may terminate this Agreement by giving 6 (six) months' written notice to the other Party.

IN WITNESS WHEREOF, the undersigned representatives of the UNRI and of the International Organization for Migration have signed the present Agreement.

Signed in duplicate in English, on the dates and at the places indicated below.

*For and on behalf of*  
The International Organization for  
Migration

*For and on behalf of*  
Universitas Riau



Signature

Name: Jeffery Labovitz  
Position: Chief of Mission  
IOM Indonesia

Date: **JAKARTA, 07 SEP 2023**  
Place:

Name: Dr. Meyzi Heriyanto, S.Sos. M.Si.  
Position: Dean, Faculty of Political and  
Social Sciences, Universitas Riau

Date: **21/09/23**  
Place: **FIJIP UNIVERSITAS RIAU**

**INTERNATIONAL ORGANIZATION FOR MIGRATION**

**Document Title:** IOM Data Protection Principles

**Document Type:** Instruction

**Character:** Compliance with this Instruction is **mandatory**

**Control No.:** IN/00138

**Document Owner:** LEG

**Status:** Active

**Date of Entry Into Force:** 1 May 2009

**End Validity Date:**

**Replaces – for Archive Replaced by:** IB/00047, IOM Data Protection Principles, issued on 11 November 2008.

**Summary:** These principles provide institutional safeguards for handling personal data of IOM beneficiaries. It provides a framework for the collection, use, storage, disclosure and disposal of personal data, and should be applied systematically throughout the Organization.

**Keywords:** Migrant Rights, Human Rights, Data Protection, Data Management, Data Collection, Data Analysis, Migrant Protection, Migration Data, Preventive Measures, Privacy, Confidentiality.

**Location:** <https://intranetportal/Pages/ControlNo.aspx?controlNo=IN/00138>

Initiated: LEG

Coordinated: TAMM, WIDAM

Authorized: DGO

Distribution: All Missions Worldwide, All Departments at HQ



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**IOM DATA PROTECTION PRINCIPLES**

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**1. LAWFUL AND FAIR COLLECTION**

Personal data must be obtained by lawful and fair means with the knowledge or consent of the data subject.

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**2. SPECIFIED AND LEGITIMATE PURPOSE**

The purpose(s) for which personal data are collected and processed should be specified and legitimate, and should be known to the data subject at the time of collection. Personal data should only be used for the specified purpose(s), unless the data subject consents to further use or if such use is compatible with the original specified purpose(s).

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**3. DATA QUALITY**

Personal data sought and obtained should be adequate, relevant and not excessive in relation to the specified purpose(s) of data collection and data processing. Data controllers should take all reasonable steps to ensure that personal data are accurate and up to date.

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**4. CONSENT**

Consent must be obtained at the time of collection or as soon as it is reasonably practical thereafter, and the condition and legal capacity of certain vulnerable groups and individuals should always be taken into account. If exceptional circumstances hinder the achievement of consent, the data controller should, at a minimum, ensure that the data subject has sufficient knowledge to understand and appreciate the specified purpose(s) for which personal data are collected and processed.

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**5. TRANSFER TO THIRD PARTIES**

Personal data should only be transferred to third parties with the explicit consent of the data subject, for a specified purpose, and under the guarantee of adequate safeguards to protect the confidentiality of personal data and to ensure that the rights and interests of the data subject are respected. These three conditions of transfer should be guaranteed in writing.

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**6. CONFIDENTIALITY**

Confidentiality of personal data must be respected and applied to all the stages of data collection and data processing, and should be guaranteed in writing. All IOM staff and individuals representing third parties who are authorized to access and process personal data, are bound to confidentiality.

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**7. ACCESS AND TRANSPARENCY**

Data subjects should be given an opportunity to verify their personal data, and should be provided with access insofar as it does not frustrate the specified purpose(s) for which personal data are collected and processed. Data controllers should ensure a general policy of openness towards the data subject about developments, practices and policies with respect to personal data.

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## **8. DATA SECURITY**

Personal data must be kept secure, both technically and organizationally, and should be protected by reasonable and appropriate measures against unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or undue transfer. The safeguard measures outlined in relevant IOM policies and guidelines shall apply to the collection and processing of personal data.

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## **9. RETENTION OF PERSONAL DATA**

Personal data should be kept for as long as is necessary, and should be destroyed or rendered anonymous as soon as the specified purpose(s) of data collection and data processing have been fulfilled. It may however, be retained for an additional specified period, if required for the benefit of the data subject.

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## **10. APPLICATION OF THE PRINCIPLES**

These principles shall apply to both electronic and paper records of personal data, and may be supplemented by additional measures of protection, depending inter alia on the sensitivity of the personal data. These principles shall not apply to non-personal data.

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## **11. OWNERSHIP OF PERSONAL DATA**

IOM shall assume ownership of personal data collected directly from data subjects or collected on behalf of IOM, unless otherwise agreed, in writing, with a third party.

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## **12. OVERSIGHT, COMPLIANCE AND INTERNAL REMEDIES**

An independent body should be appointed to oversee implementation of these principles and to investigate any complaints, and designated data protection focal points should assist with monitoring and training. Measures will be taken to remedy unlawful data collection and data processing, as well as breach of the rights and interests of the data subject.

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## **13. EXCEPTIONS**

Any intent to derogate from these principles should first be referred to the IOM Legal Affairs Department for approval, as well as the relevant unit/department at IOM Headquarters.

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## GLOSSARY

**Anonymous data** means that all the personal identifiable factors have been removed from data sets in such a way that there is no reasonable likelihood that the data subject could be identified or traced.

**Consent** means any free, voluntary and informed decision that is expressed or implied and which is given for a specified purpose.

**Child** means any person under the age of 18 years.

**Data controller** means IOM staff or an individual that represents a third party who has the authority to decide about the contents and use of personal data.

**Data processing** means the manner in which personal data is collected, registered, stored, filed, retrieved, used, disseminated, communicated, transferred and destroyed.

**Data protection** means the systematic application of a set of institutional, technical and physical safeguards that preserve the right to privacy with respect to the collection, storage, use and disclosure of personal data.

**Data protection focal point** means any IOM staff that is appointed by IOM Regional Representatives to serve as a contact or reference person for data protection and who is responsible for monitoring the data protection practices in the region to which they are assigned.

**Data subject** means an IOM beneficiary that can be identified directly or indirectly by reference to a specific factor or factors. These factors include a name, an identification number, material circumstances and physical, mental, cultural, economic or social characteristics that can be used to identify an IOM beneficiary.

**Electronic record** means any electronic data filing system that records personal data.

*Inter alia* (Latin) means "amongst other things."

**IOM** means the International Organization for Migration.

**IOM beneficiary** means any person that receives assistance or benefits from an IOM project.

**IOM headquarters** means IOM offices in Geneva, Switzerland.

**IOM staff** means all persons who are employed by IOM, whether temporarily or permanently, including formal and informal interpreters, data-entry clerks, interns, researchers, designated counselors and medical practitioners.

**IOM unit/department** means the structure at IOM headquarters responsible for IOM activity areas.

**Knowledge** means the ability to fully understand and appreciate the specified purpose for which personal data are collected and processed.

**Non-personal data** means any information that does not relate to an identified or identifiable data subject.

**Paper record** means any printed or written document that records personal data.

**Personal data** means any information relating to an identified or identifiable data subject that is recorded by electronic means or on paper.

**Third party** means any natural or legal person, government or any other entity that is not party to the original specified purpose(s) for which personal data are collected and processed. The third party that agrees in writing to the transfer conditions outlined in principle 5, shall be authorized to access and process personal data.

**Vulnerable groups** means any group or sector of society, including children, that are at exceptional risk of being subjected to discriminatory practices, violence, natural disasters, or economic hardships.

**Vulnerable individual** means any IOM beneficiary that may lack the legal, social, physical or mental capacity to provide consent.