



MINISTÈRE
DE L'ÉDUCATION
NATIONALE, DE
L'ENSEIGNEMENT
SUPÉRIEUR ET DE
LA RECHERCHE



**PARTNERSHIP AGREEMENT TO ESTABLISH A CENTRE OF EXCELLENCE TO TRAIN
TEACHERS AND TRAINERS
AND SET UP LABS (UP TO 184) FOR VOCATIONAL SENIOR HIGH SCHOOLS TO TRAIN
INDONESIAN STUDENTS IN THE FIELDS OF ELECTRICITY, AUTOMATION
AND RENEWABLE ENERGIES**

Between:

1. **The Ministry of Education and Culture, Indonesia**, represented by Secretary General, Didik Suhardi, hereinafter referred to as **"MoEC"** having its registered office at Jalan Jenderal Sudirman, Senayan, Jakarta Pusat, Indonesia;
2. **The French Ministry of National Education, Higher Education and Research**, represented by the Director for European and International Relations and Cooperation, Marianne de Brunhoff, hereinafter referred to as **"MENESR"**, having its registered office 110 rue de Grenelle, Paris 75007, France, hereinafter referred to as **"MENESR"**, having its registered office 110 rue de Grenelle, Paris 75007, France;
3. **Fondation de France**, a public interest foundation recognized as such by the Decree of 9 January 1969, having its registered office at 40 avenue Hoche, Paris 8th arrondissement, represented by Mr. Philippe Lagayette, Chairman of the Fondation de France, acting in the name and on the behalf of the Schneider Electric Foundation which is placed under its aegis, and has its administrative headquarters at 35 rue Joseph Monier 92500 Rueil-Malmaison, and whose Delegate-General is Gilles Vermot Desroches; hereinafter referred to as **"The Foundation"**;
4. **PT Schneider Indonesia**, represented by Mr. Xavier Denoly, the President Director of PT Schneider Indonesia, hereinafter referred to as **"SEI"** having its registered office at Ventura Building 7th Floor, Jalan R.A. Kartini Kav. 26, Cilandak, Jakarta 12430, Indonesia.

MoEC, MENESR, The Foundation and SEI are hereinafter collectively referred to as the **'Parties'** and individually as the **'Party'**.

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SUMMARY

PREAMBLE

- I. PRESENTATION OF THE PARTNERSHIP
- II. AIM AND METHOD OF PARTNERSHIP TO ESTABLISH AND MANAGE THE CENTRE OF EXCELLENCE IN THE FIELD OF ELECTRICITY, AUTOMATION AND RENEWABLE ENERGIES.
- III. AIM AND METHOD OF PARTNERSHIP TO ESTABLISH AND MANAGE UP TO 184 LABS FOR VOCATIONAL SENIOR HIGH SCHOOLS.
- IV. IMPLEMENTATION OF THE PARTNERSHIP.

PREAMBLE:

Considering the common desire to develop, within an international context of “academic-industry” links, training programmes in continuing education for technical teachers and trainers of Indonesian students to prepare them for the job market in the field of Electricity, Automated Systems and Renewable Energies, the Parties undertake a sustainable approach for exchange and cooperation in order to:

1. Set up and run a **Centre of Excellence in the field of Electricity, Automation and Renewable Energies** to train the trainers of the affiliated training provider centres and vocational training institutes under the MoEC and of other partner institutions;
2. Create or upgrade training courses in the field of Electricity, Automation and Renewable Energies to an international professional standard;
3. Support, by pooling resources, trainings of technical teachers, trainers and assessors engaged in programmes dedicated to Indonesian students;
4. Upgrade up to 184 labs with a minimum threshold of 124 labs for Vocational Senior High Schools (SMK – Sekolah Menengah Kejuruan) to train the Indonesian students in the field of Electricity, Automation and Renewable Energies.

In view of this, the Parties agree to the following:

I. PRESENTATION OF THE PARTNERSHIP

MoEC

MoEC is implementing a master plan for the revitalization of vocational education to promote skill development and the employability of students based on industry demand. MoEC has authority over 13.150 Vocational Senior High Schools including over 1000 Vocational Senior High Schools in the electricity/energy sectors.

To support the development of 35GW electrical generation projects over the next 5 (five) years and to address the challenge of energy transition, MoEC requires to develop training of technicians in Electricity, Automation and Renewable Energies.

MENESR

MENESR, by law no 2014-402 of 16 April 2014, prepares and implements “the government policies relative to universal access to knowledge and the development of pre-elementary education, elementary, secondary and higher education”. The Ministry is exclusively in charge of the formulation and the organization of academic contents, of school programmes and of their implementation.

The Foundation

The purpose of the Foundation is to support in new economies, vocational training in energy management, contributing to Schneider Electric’s “access to energy” program. In mature economies, the Foundation fights against fuel poverty, offering education and awareness

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programmes for the households in this situation. Globally, it also supports projects to raise awareness on sustainability. In all its projects, the Foundation is very attentive to the commitment of Schneider Electric employees.

SEI

SEI has the following missions:

1. Provide vocational training to underprivileged students in the field of electricity;
2. Create employment opportunities for the trained electricians from the training centres of SEI;
3. Train students from underprivileged background as entrepreneurs who will provide access to energy to un-electrified households;
4. Provide access to energy to very poor families in the remote off-grid villages, who cannot afford to purchase equipment to have access to electricity.

The objectives for each partner in the actions outlined in this agreement:

For MoEC

1. Having a modern technical platform for vocational training in the field of Electricity, Automation and Renewable Energies;
2. Making available programmes for Indonesian technical teachers and students;
3. Displaying new pedagogical strategies by developing sustainable "academic-industry" links;
4. Making optimum use of the Centre of Excellence (CoE) for Training of Trainers (ToT), developing higher education links, content development, consultation on various technical matters, etc.;
5. Making optimum use of up to 184 Labs for running electrician training programmes by MoEC in the field of electricity, automation, and renewable energies as agreed upon with the Parties and other stakeholders for need based skill training of students, leading to gainful employment.

For MENESR

1. Transfer of French know-how in pedagogical engineering in the field of technical and vocational education, especially for technicians and higher technicians;
2. Promote the "academic-industry" concept ensuring vocational training in line with market needs;
3. Participate in the setting up of a course of study for technical and pedagogical training of Indonesian teachers in the field of Electricity, Automation and Renewable Energies;
4. Support Indonesian Vocational Senior High Schools network;
5. To allow skills development by the French expert on long-term mission in Indonesia;
6. Create educational exchanges with Indonesia;
7. Strengthen ties with MoEC and with companies;
8. Reinforce the links between MENESR, the Vocational Secondary Education and companies.

For Foundation and SEI

1. Contribute in an efficient way to the aims of social responsibility of the company in Indonesia;
2. Participate in the training of Indonesian technical teachers;
3. Participate in the standardisation of the curricula in the training programmes in Indonesia;
4. Participate in the modernisation of training programmes for Indonesian technicians.

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II. AIM AND METHOD OF PARTNERSHIP TO ESTABLISH AND RUN THE CENTRE OF EXCELLENCE IN THE FIELD OF ELECTRICITY, AUTOMATION AND RENEWABLE ENERGIES.

2.1 AIMS OF THE PARTNERSHIP

This Partnership Agreement (hereinafter referred to as the "Agreement") is to define the conditions in which the Parties agree to create and run a "**Centre Of Excellence For Electricity, Automation And Renewable Energies**". For the Parties signing this Agreement, the aims are to pool resources and expertise in order to upgrade knowledge and professional skills of teachers and students by organising training programmes for Vocational Education and Training (VET), ensuring sustainable access to the job market for Indonesian students.

Within the framework of collaboration between MoEC, MENESR, the Foundation and SEI, this Agreement will enable:

1. Training of Indonesian trainers specialised in the fields of Electricity, Automation and Renewable Energies;
2. Putting in place a high level technological platform;
3. Participating in the design of frames of reference for training and new approaches in teaching methods;
4. Setting up of "Academic-Industry" link;
5. Re-engineering curricula-development processes towards a demand-oriented methodology;
6. Standardising and enriching existing training programmes of MoEC, for vocational training institutions under skills development initiatives of MoEC (*Pusat Pengembangan dan Pemberdayaan Pendidik dan Tenaga Kependidikan Bidang Otomotif dan Elektronika - P4TK BOE* and *Pusat Pengembangan dan Pemberdayaan Pendidik dan Tenaga Kependidikan Bidang Mesin dan Teknik Industri - P4TK BMTI*) and for not-for-profit affiliated training providers;
7. Promoting international professional certifications;
8. Carrying out the studies and diagnostics necessary to address the evolutions of the energy sector;
9. Putting in place a national and international network of training centres.

2.2 CONSTITUTION OF THE CENTRE OF EXCELLENCE

2.2.1 Nature and name of the Centre of Excellence

The Parties agree that the Centre of Excellence should be called "**Centre Of Excellence For Electricity, Automation And Renewable Energies**" (hereinafter referred to as the "**Centre of Excellence**").

In concluding the present Agreement, the Parties hereby confirm that they are not agreed to form a company or any kind of corporate body.

The term "Centre of Excellence" used in the present Agreement therefore does not designate a centre with its own legal entity, but refers exclusively to material and human means and resources as a whole, put in place by the Parties according to the clauses of this Agreement.

The identified fields of specialties for the labs are:

1. Electrical Installation;
2. Industrial Automation;
3. Solar Energy (Renewable Energies);
4. Building Automation System;
5. Energy Management.

This list could evolve according to the needs that would be identified.

2.2.2 The site of the Centre of Excellence

The Centre of Excellence is to be located on the premises of a *Pusat Pengembangan dan Pemberdayaan Pendidik dan Tenaga Kependidikan (P4TK)*, Centre for Development and Empowerment of Teachers and Education Personnel, in Bandung or Malang, hereinafter referred to as “the host institution”.

2.2.3 Training programmes carried out within the Centre of Excellence

The Centre of Excellence carries out vocational training programmes in the field of Electricity, Automation and Renewable Energies.

The frames of reference are to be presented to the Governing Board (article 4.1.3):

1. Training courses will be modules from a few days to a few months depending on the subject and the level;
2. Modules for trainers to upgrade skills will be up-to-date with the latest technologies and practices, professional and pedagogical. After completion of the training, the successful trainees will be co-certified by MoEC and SEI;
3. Training of trainers’ guide will be produced;
4. The Centre of Excellence will primarily focus on training the teachers of Vocational Senior High Schools under MoEC. The vocational trainers of Vocational Senior High School Labs (up to 184 Labs) under this Agreement will be trained in this Centre of Excellence;
5. The number of teachers trained will depend on the needs of the Vocational Senior High Schools selected to run the new labs and to make sustainable the use and the teaching process implemented;
6. The Centre of Excellence will be open to all other technical institutions in Indonesia in consultation with the Governing Board;
7. The Centre of Excellence will be the strong link between Academic and Industry stakeholders by facilitating conferences, visits; including experts from Schneider Electric and partners for conferences on specific topics;
8. The Centre of Excellence will be the strong link between the Certification bodies in charge of the assessment of professional skills, MoEC, the relevant Ministries and the Industry by facilitating meetings, workshops and all activities enabling recognition of the qualifications.

2.3 MEANS PUT IN PLACE TO ESTABLISH AND RUN THE CENTRE OF EXCELLENCE

2.3.1 Commitments of the Foundation and SEI

2.3.1.1 Support for equipment and trainers

1. The Foundation will finance 100 % of the didactic equipment necessary to set up the Centre of Excellence;
2. The Foundation will coordinate with MENESR to send an English speaking expert, specialised in Electricity, Automation and Renewable Energies and education engineering (hereinafter called the "French Expert") for a period of 6 (six) years (renewable);
3. The Foundation will finance on a yearly basis, an audit for the activities of the Centre of Excellence. The audit must be conducted by an independent external body organised and coordinated by SEI.

2.3.1.2 Training and technical assistance

1. The Foundation will finance high technology equipment with a view to updating the technological skills of Vocational Senior High Schools under the MoEC. The coordination will be carried out by the two co-directors (see 2.3.5) and organised during the first trimester of each year;
2. SEI will facilitate the creation of the training curricula and training manuals for the different trainings;
3. Under Schneider Electric Teachers Mission, SEI and the Foundation will send Schneider Electric employees as guest trainers to train the trainers on specialized topics. These guest trainers seminars will be organized by SEI in coordination with the co-directors of the Centre of Excellence;
4. SEI will facilitate field visits, internship opportunities for trainees and students;
5. The Foundation and SEI may facilitate national and international mobility opportunities for trainees and students;
6. SEI will report to the Foundation, on a quarterly basis, the number of Teachers and Trainers trained.

2.3.2 Commitments of MoEC

1. MoEC will make available free of charge in the host institution a building with minimum 500 sqm floor area for:
 - a. 4 (four) teaching workshops;
 - b. Offices and meeting room for the co-directors and staff of the Centre of Excellence.
2. MoEC will make available free of charge on the premises of the Centre of Excellence:
 - a. Communication and energy networks (water, electricity, air conditioning, etc.);

- b. Standard furniture and audio-visual equipment;
 - c. Computer equipment:
 - I. For the office:
 - 2 computers for the co-directors with office software;
 - 1 copier/printer/scanner.
 - II. For the teaching area:
 - Building Automation: 1 computer and 1 tablet;
 - Industrial Automation: 10 computers;
 - Energy management and renewable energies: 1 computer and 1 tablet.
 - III. For both areas: access to high speed broadband internet.
 - d. Phone and land line.
3. MoEC will provide to the host institution year to year the necessary budget to enable the functioning of the Centre of Excellence and the implementation of its missions including, but not limited, to the total cost of attendance;
 4. MoEC will be responsible for the management and communication of the project and will make it known to the other Indonesian Ministries, national and regional bodies in charge of education, training and assessment process;
 5. MoEC may facilitate national and international mobility opportunities for trainees and students;
 6. If MoEC requests the French Expert to travel, it will be responsible for all costs related to travel and accommodation;
 7. MoEC will assist the visa process and provide all documents required for visa application and residential permit during the period of this Agreement to the French Expert.

2.3.3 Commitments of MoEC regarding the host institution

1. The host institution will be responsible for day-to-day operation of the Centre of Excellence;
2. The host institution, with requisite approval from MoEC, will appoint a co-director for the Centre of Excellence whose duties are outlined in § 2.3.5 below and an assistant, both from electrical background;
3. The host institution will recruit and pay its permanent trainers for training and teaching at the Centre of Excellence (3 full time teachers from electrical background);
4. The host institution will mobilise the teachers from Vocational Senior High Schools and trainers/teachers from other partner institutions running programmes in the field of Electricity, Automation and Renewable Energies. The selected teachers/trainers should be permanent staff of the Vocational Senior High Schools or of the partner institutions;
5. The host institution will arrange supplies necessary for training and management of the courses;
6. The host institution will maintain equipment provided for the Centre of Excellence.

2.3.4 Commitments of MENESR

1. Provide its technical and educational expertise by selecting and sending an English speaking expert, specialised in Electricity, Automation, Renewable Energies, and educational engineering (hereinafter called the "French Expert") for a period of 6 (six) years (renewable);
2. Appoint the French Expert for a long term, 6 (six) years, overseas assignment within the framework of the decision of the 30th October 1998 (J.O. N° 277 of 29/11/1998), MENESR will pay the French Expert's salary and all costs related to his expatriation in Indonesia;
3. Provide support on specific subjects by sending experts coming from its networks (eg. Cluster for Professional Qualifications, *Campus des Métiers et des Qualifications*) ;
4. Ensure the follow-up of activities of the Centre of Excellence and the French Expert by providing additional expertise and assessment opportunities for both the expert and the Centre of Excellence;
5. Facilitate the international mobility of the Indonesian teachers and students through its professional networks;
6. In the framework of his/her mission, the French Expert will liaise with the French Embassy and MENESR. The French Expert will follow the visa process and other laws applicable;
7. If MENESR requests the French Expert to travel, MENESR will be responsible for all costs related to travel and accommodation.

It is agreed by the Parties that the French Expert, on long-term assignment in the Republic of Indonesia, shall serve as the interface between the Parties and shall focus on the Centre of Excellence. As such, he/she shall be responsible for:

- Organising and participating in the updating of the knowledge and technical and teaching skills of Indonesian teachers of the MoEC;
- Managing the implementation, operation and results of the Centre, supervising the installation of equipment and providing expertise for its management;
- Coordinating with MoEC and SEI the different training activities for the staff, teachers and professionals (short-term classes, seminars, training courses, etc.);
- Conducting pedagogical activities as contemplated in this Agreement and as requested by the Parties;
- Participating in the construction of a network of electric training centres;
- Sharing the best practices of educational networks in the field of Electricity, Automation and Renewable Energies;
- Implementing the new programmes in all the Senior Vocational High Schools;
- Conducting pedagogical activities with teachers and students which will take the form of training, teaching exchanges, mobility, workshops and conferences;

- Representing MENESR at meetings, workshops, conferences, etc., including events relating to technical education and vocational training sponsored by the French Embassy, so long as such representation does not impair his/her main responsibilities for the Centre.

2.3.5 Role and duties of the co-directors of the Centre of Excellence

Under the supervision of the host institution and in line with the recommendations of the Governing Board, the co-directors are responsible for:

1. Organisation of the setting-up and running of the Centre of Excellence by defining the activities of the Centre in consultation with the Indonesian partners and all Parties when necessary;
2. Participation in the transfer of pedagogical and technical skills for Indonesian teachers and trainers;
3. Creation, supervision and following-up of the implementation of the new programmes, modules, and curricula for all the Partner Vocational Senior High Schools;
4. Coordination of the work teams of the Centre of Excellence and dissemination of the results;
5. Assessment of activities and reporting to the Governing Board;
6. Establishing links with, representing and promoting the project to institutional partners (government ministries, local governments and authorities), technical and financial partners, other Indonesian training centres, the French Embassy in Indonesia, the Foundation and SEI;
7. Supporting MoEC in its activities for the development of training activities for trainers, teachers, employees of private companies and students, through teaching methods relying on links with the industry and based on the carrying out of practical work in labs;
8. Networking at national and international level with training centres dedicated to Electricity, Automation and Renewable Energies;
9. Implementation of decisions taken by the Governing Board (see article 4.1.3) of the training centre, carrying out of the annual activity plan;
10. Management of everyday affairs and communication with the different parties;
11. Preparation of the Governing Board meeting;
12. Production of an annual report of activities of the Centre of Excellence and suggestions for ways to enrich its activities;
13. Representation of all Parties at meetings, workshops, conferences, etc., including events relating to technical education and vocational training, so long as this does not impair his/her main responsibilities for the Centre of Excellence;
14. Having an audit conducted of the activities of the Centre of Excellence on a yearly basis. The audit must be conducted by an independent external body organised and coordinated by SEI and financed by the Foundation.

2.4 PROMOTION

The Parties of this Agreement, aware of the interest of promotion of the Centre of Excellence, will take part whenever possible, with the approval of the Governing Board, in events (conferences, seminars, workshops etc.) organised in Indonesia by the MoEC, MENESR, SEI or French Embassy, involving participants from industrial and educational sectors.

The Parties will inform one another of their intentions to print promotional material or hold press conferences in relation to the Centre of Excellence.

In addition to this, the Centre of Excellence:

1. Will receive visitors at the request of one or more than one Parties;
2. Will connect with all levels of industries and research centres with the aim to:
 - Transfer best practices to Indonesian industries;
 - Support training initiatives in the fields of Electricity, Automation and Renewable Energy in Indonesia.

The Centre of Excellence may publish its annual report after approval from the Governing Board.

2.5 RIGHT TO USE TECHNICAL AND PEDAGOGICAL PRODUCTIONS OF THE CENTRE OF EXCELLENCE

The technical and pedagogical productions of the Centre of Excellence shall stay with the Centre of Excellence and shall be managed by the co-directors who are only to use them to ensure the sustainability of the Centre of Excellence and within the framework of non-profit educational exchanges.

To use these productions, for other purposes than those described above, the approval of all the members of the Governing Board is required.

2.6 RESOURCES AND FUNDING

Each Party of this Agreement will bring his/her own resources and necessary funding to carry out his/her commitments, subject to available funds.

III. AIMS AND METHODS OF THE PARTNERSHIP TO ESTABLISH AND RUN LABS FOR VOCATIONAL SENIOR HIGH SCHOOLS (UP TO 184 LABS)

3.1 AIMS OF THE PARTNERSHIP

1. To impart vocational training for Vocational Senior High Schools with a specific interest for students in the field of electricity and assist them for consequent gainful employment in the field of Electricity, Automation, and Renewable Energies;
2. To run up to 184 Labs with a minimum threshold of 124 labs to train Indonesian students with a focus on those from precarious backgrounds;

3. To carry out up-to-date programmes and didactic tools in order to answer the challenges of Electricity, Automation, and Renewable Energies evolution;
4. To promote programmes of technician qualifications;
5. To build new didactic and teaching solutions for the Vocational Senior High Schools in the field of Electricity, Automation, and Renewable Energies;
6. To support a domestic network of training institutions in the field of Electricity, Automation, and Renewable Energies;
7. To train the teachers and trainers of the Vocational Senior High Schools in the field of Electricity, Automation, and Renewable Energies;
8. To promote international professional certification in the field of Electricity, Automation, and Renewable Energies for the teachers, trainers, students of the educational institutions of the network and professionals;
9. To take part in the development of the global network of Centres of Excellence in the field of Electricity, Automation, and Renewable Energies.

3.2 CONSTITUTION OF THE LABS

3.2.1 Period of dissemination and specialities of the labs

The parties agree to develop up to 184 labs over a period of 6 (six) years, i.e. from 2017 to 2022. The forecast distribution plan is as follows, adjustable each year by the Governing Board:

	2017	2018	2019	2020	2021	2022	Total
Maximum	4	36	36	36	36	36	184
Minimum	4	24	24	24	24	24	124

The distribution of lab specialties will be planned each year in line with MoEC's deployment strategy and will be presented to the Governing Board.

3.2.2 Training duration and content

The Parties herein understand and acknowledge that labs for Vocational Senior High Schools in the fields of Electricity, Automation and Renewable Energies set up under this Agreement will offer training programmes.

The additional modules to the existing curricula or the new curricula created will be developed by the Centre of Excellence's pedagogic team coordinated by the French Expert, in accordance with Indonesia's needs and regulations. The detailed syllabus for the electrician training courses will be aligned with the Indonesian National Competencies Standards (SKKNI).

Other training programmes in the field of Electricity, Automation and Renewable Energies can be introduced in the same school based on the need and mutual consultation and agreement between all Parties.

3.2.3 Minimum qualification of students to be trained in the Vocational Senior High Schools

Students of Vocational Senior High Schools.

3.2.4 Age limit of the students to be trained

In accordance with the regulation and the policy of MoEC.

3.2.5 Number of students to be trained

All the students from the Partner Vocational Senior High Schools enrolled in the study fields.

3.2.6 Certification of trainees after completion of training course

After completion of training, the successful students / trainees will be certified by MoEC, SEI and the bodies in charge of the assessment process.

3.3 MEANS PUT IN PLACE TO ESTABLISH AND RUN LABS FOR VOCATIONAL SENIOR HIGH SCHOOLS (UP TO 184)

3.3.1 Commitments of MoEC.

1. MoEC will finance 75% of the didactic equipment necessary to set-up up to 184 Labs with a minimum threshold of 124 labs for the Vocational Senior High Schools;
2. Each year, MoEC will identify and present to the Governing Board the list of Vocational Senior High Schools selected to participate in the dissemination phase for having updated labs (article 3.2.1);
3. MoEC will ensure that the teachers from the selected Vocational Senior High Schools are trained by the Centre of Excellence;
4. MoEC will identify a competent resource-person who will be single point of contact for SEI and the Centre of Excellence for coordination with partner organizations;
5. MoEC will be associated in the assessment of training by periodic evaluations and tests in mutual consultation with SEI and provide technical support wherever needed;
6. MoEC will facilitate the development of curricula based on Indonesian National Competencies Standards (SKKNI) for electrician training by connecting the different stakeholders of the certification and assessment process.

3.3.2 Commitments of the Foundation and SEI

3.3.2.1 Support for equipment

The Foundation and SEI will finance 25% of the didactic equipment necessary to set-up up to 184 Labs with a minimum threshold of 124 labs for the Vocational Senior High Schools.

3.3.2.2 Training and technical assistance

1. SEI will provide technical assistance to MoEC to develop the curricula based on the Indonesian National Competencies Standards (SKKNI) for electrician training;
2. SEI will provide maintenance services for the Schneider Electric training equipment supplied for the training;
3. Representative(s) of SEI will visit the schools before the opening of the labs to facilitate their setup and other requirements for starting the training;
4. SEI will assess the effectiveness of training by periodic evaluations and tests in mutual consultation with MoEC and provide technical support wherever needed;
5. As a part of Schneider Electric teachers mission, SEI and the Foundation shall try to send subject matter experts from Schneider Electric to the schools to conduct training in technical, behavioural and other soft skills necessary for the candidates to be industry ready. Such services shall be free of cost and no payment shall be made by the schools to the guest lecturers or SEI;
6. SEI will provide support, wherever feasible, for trained electricians to get employment within Schneider Electric and its partners;
7. SEI will provide a web-based MIS tool to monitor the training program under this Agreement.

3.3.3 Commitments of MENESR

3.3.3.1 The Assignment of the French Expert

1. Train the teachers of the Vocational Senior High Schools;
2. Participate in the transfer of pedagogical and technical skills for Indonesian teachers and trainers;
3. Create, supervise and follow up the implementation of the new programmes, modules, and curricula to all partner Vocational Senior High Schools;
4. Organize pedagogical activities for teachers and students (trainings, teaching exchanges, mobility, workshops and conferences);
5. Participate in the construction of educational networks in the field of Electricity, Automation and Renewable Energies;
6. Share the best practices of educational networks in the field of Electricity, Automation and Renewable Energies,
7. Implement the new programmes, modules and curricula in the Vocational Senior High Schools;
8. Ensure the follow-up of activities;
9. Conduct audits and evaluation of each Vocational Senior High School participating in the dissemination process.

3.3.3.2 MENESR

1. Facilitate the international mobility of the Indonesian teachers and students through its vocational networks;
2. Provide support on specific subjects by sending experts coming from its networks (eg. Cluster for Professional Qualifications, *Campus des Métiers et des Qualifications*), by facilitating access to the pedagogical, academic and technical material database.

IV. IMPLEMENTATION OF THE PARTNERSHIP

4.1 ORGANISATION

4.1.1 **Legal, administrative, executive management of the Centre of Excellence**

The legal, administrative and executive direction of the Centre of Excellence is entrusted to the Director of the host institution or his/her designated representative.

4.1.2 **Management of educational engineering and operational activities of the Centre of Excellence**

The management of Educational Engineering and Operational Activities of the Centre of Excellence is entrusted to the co-directors in liaison with the Director of the host institution.

4.1.3 **The Governing Board**

The partners agree to set up a Governing Board (hereinafter referred to as "Governing Board").

The representative of MoEC shall be the Chairman.

It will include the following permanent members:

1. One representative from MoEC,
2. One representative from the MENESR,
3. One representative from the Foundation,
4. One representative from SEI.

The Governing Board will retain its position for the duration of the present Agreement and its members will receive no payment for this nomination.

Qualified experts and representatives of other government entities including the French Embassy, may be invited by permanent members as observers. The co-directors will be invited to report to the meetings.

The Governing Board has the role, among others, of supervising the activities of the Centre of Excellence, of proposing ways to evolve, of putting in place progress plans.

The Governing Board will meet in Indonesia at least twice a year. It will take decisions agreed upon by all its members. The deliberations and decisions of the Governing Board will be the subject of an annual report distributed by the Chairman to the members of the Governing Board.

The Governing Board may meet for an extraordinary session at the initiative of one of its members.

IV. IMPLEMENTATION OF THE PARTNERSHIP

4.1 ORGANISATION

4.1.1 **Legal, administrative, executive management of the Centre of Excellence**

The legal, administrative and executive direction of the Centre of Excellence is entrusted to the Director of the host institution or his/her designated representative.

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The Governing Board may meet for an extraordinary session at the initiative of one of its members.

4.2 COMING INTO FORCE

The present Agreement will come into force on the date of its signing by all the Parties.

4.3 APPLICABLE LAW AND JURISDICTION

The Parties shall endeavour to settle any disagreement or dispute amicably in the context of this Agreement, including any issue related to its existence, its validity, its performance or its termination. In the event that a disagreement should arise, each Party shall instruct one of its representatives to seek a collective solution.

In the event of failure to settle any disagreement or dispute, such matter shall be addressed during a meeting of the Governing Board organised at the request of any Party to examine all the terms of said disagreement and to resolve it to the satisfaction of all Parties.

In the event of impossibility in reaching an amicable solution within a period of 60 (sixty) days from the date of the Governing Board's meeting:

- Disputes between a third Party and an Indonesian Party or between two Indonesian Parties shall be subject to the competent Indonesian jurisdiction and shall be disposed of in accordance with Indonesian law;
- Any dispute between MoEC, MENESR, The Foundation and SEI shall be settled through diplomatic channels.

4.4 DURATION AND TERMINATION OF THE AGREEMENT

4.4.1 Duration of the Agreement

The present Agreement is drawn up for a period of 6 (six) years and may be renewed after agreement of all the concerned parties, for a successive period, as mutually agreed. The parties will meet at least 1 (one) year before the due date of the current period to decide on its possible renewal. In case of disagreement on the terms of renewal, the present Agreement will end at the end of the current period.

4.4.2 Termination of the Agreement

In instances of force majeure where the Agreement is suspended or terminated, the following shall apply:

1. The suspension shall only be effective at the end of the current academic year;
2. All activities underway (joint projects in particular) beyond that date will also be carried out to its end;
3. All materials and equipments financed or donated by SEI or the Foundation will be immediately returned to SEI and the Foundation or donated to the Centre of Excellence or the schools at the discretion of SEI or the Foundation, once the training of the last group has been accomplished;
4. The French Expert will return to his original institution in France;

5. The Parties undertake to do nothing which could suggest that they continue to have a link with another person in the context of this partnership, the subject of this Agreement and undertake not to mention the name of the Centre of Excellence any more in their communications or promotional activities.

4.5 PARTICULAR ARRANGEMENTS

Each Party undertakes to observe a duty of discretion and confidentiality towards the other partners of this Agreement.

The Parties reserve the right to ask the Governing Board for the suspension of activities of the Centre of Excellence if they consider that these activities are against their own interests. In this situation, exceptionally, the Parties will put in place the procedures set out in article 4.3.

No Party may give or transfer partially or totally any of the rights or obligations set out in the present Agreement without the written agreement of the other Parties.

Nothing in the present Agreement may be considered as giving authorisation or the right of any Party to act in the name of another Party or to carry out commercial activities in their name, or to do anything which might lead to believe that the authorisation to act in their name had been given by one or more than one other Party.

4.6 LANGUAGES OF THE PARTNERSHIP AGREEMENT

The present Partnership Agreement is written in French, Indonesian and English, all 3 (three) versions considered authentic in 4 (four) original copies in each of the 3 (three) languages. Each signing Party will receive a copy in each of the 3 (three) languages. In case of divergence of interpretation, the English text shall prevail.

4.7 OWNERSHIP

The building, space and fixtures of the Centre of Excellence remain the property of the MoEC for all purposes. Their use as the proposed Centre of Excellence is authorised as long as the MoEC sees fit.

4.8 INTELLECTUAL PROPERTY RIGHTS

Any intellectual property rights brought by one of the Parties for the implementation of the activities under this Agreement will remain the property of the concerned Parties.

The Parties agree that any intellectual property rights arising from the implementation of this cooperation will be jointly owned by the Parties and its utilization shall be subject to separate arrangement between those Parties.

Signed in 4 (four) original versions:

Jakarta, _____

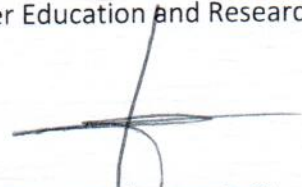
For The Ministry of Education and Culture
Of the Republic of Indonesia



Didik Suhardi
Secretary General

Paris, **26 AVR. 2017**

For the French Ministry of National Education,
Higher Education and Research



Marianne de Brunhoff
Director for European and International
Relations and Cooperation

In the presence of
Muhadjir Effendy
Minister

In the presence of
Najat Vallaud-Belkacem
Minister

Jakarta, 11/8/2017

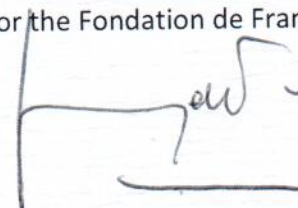
For PT. Schneider Indonesia



Xavier Denoly
President Director

Paris, _____

For the Fondation de France



Philippe Lagayette
Chairman

In the presence of
Gilles Vermot-Desroches
Delegate General of Schneider Electric
Foundation