

Memorandum of Understanding
between the
Government of the Republic of Indonesia
and the
United Nations System
on the framework for cooperation with and support
for the National REDD+ Programme in the Republic of Indonesia

Memorandum of Understanding (hereinafter referred to as “MOU”) dated 20 September 2011, between the Government of the Republic of Indonesia (hereinafter referred to as “the Government”), represented by Dr. Kuntoro Mangkusubroto, Head, Unit Kerja Presiden Bidang Pengawasan dan Pengendalian Pembangunan (UKP4) and Chair, Satuan Tugas Persiapan Kelembagaan Reducing Emissions from Deforestation and Forest Degradation REDD+ (hereinafter referred to as the National REDD+ Task Force, or “NRTF”), which expression will include its successors or assigns as may be designated by the President of the Republic of Indonesia), and the United Nations agencies, funds and programmes which are parties hereto in accordance with the terms of this MOU (hereinafter referred to as “the United Nations System” or “UN System”), represented by Helen Clark, on behalf of the Secretary-General of the United Nations (the Government and the UN System each being hereinafter referred to as a “Party” and, collectively, the “Parties”).

CONSIDERING THAT the Republic of Indonesia (hereinafter referred to as “Indonesia”) is one of the world’s most important environmental hotspots owing to an annual deforestation rate of approximately 1 (one) million hectares over the last five years, and that a majority of the threatened peat forests fall under the spatial planning category of “conversion to agriculture”, and as Indonesia continues to develop, its total greenhouse gas (hereinafter referred to as “GHG”) emissions are expected to rise to 2.95 (two point ninety five) Gt by 2020 in a business-as-usual scenario;

RECOGNISING THAT in October 2009, President Susilo Bambang Yudhoyono committed Indonesia to reducing its GHG emissions by 2020 to 26% (twenty six percent) below the business-as-usual trajectory and to 41% (forty one percent)

subject to adequate realized commitments from international financial and technical supports;

ACKNOWLEDGING THAT the stakes are high not just for Indonesia but for the world and reducing Indonesia's emission target by 41% (forty one percent) would deliver approximately 3%-4% (three to four percent) of the total global abatement scientists believe is necessary to prevent global warming of more than 2 (two) degrees Centigrade compared with the pre-industrial era;

FURTHER ACKNOWLEDGING THAT on May 26, 2010 the Governments of Indonesia and the Kingdom of Norway signed a Letter of Intent (hereinafter referred to as the "Letter of Intent") to establish a partnership for REDD+ in Indonesia to tackle GHG from deforestation and forest and peat land degradation (hereinafter referred to as the "Partnership") and as part of the Partnership, Norway has committed to provide up to USD 1 billion (one billion United States Dollars) to Indonesia's REDD+ efforts to be implemented through its National REDD+ Programme. Australia also joined the Partnership with a declaration on the sidelines of the United Nations Framework Convention on Climate Change (UNFCCC) Conference of Parties (CoP) 16 in Cancun, Mexico;

WHEREAS the Unit Kerja Presiden Bidang Pengawasan dan Pengendalian Pembangunan (hereinafter referred to as "UKP4") was established in the Office of the President of Indonesia in 2009 with the responsibility to oversee and monitor achievement of national development priorities including climate change mitigation as defined by Presidential Regulation (PerPres) 54 of 2009 issued by the President of the Indonesia;

WHEREAS the NRTF was established by the President of Indonesia in 2011 with the responsibility to oversee, monitor and implement Indonesia's National REDD+ Programme as defined by Presidential Decree (KepPres) 25 of 2011 issued by the President of the Indonesia;

RECOGNISING THAT the Government's responsibilities under the Partnership have been entrusted by the President of Indonesia to NRTF, which will require significant support from all stakeholders in order to deliver on the ambitious deadlines and multiple initiatives contained in the Letter of Intent;

ACKNOWLEDGING THAT the Government's efforts in implementing its National REDD+ Programme presents an opportunity for the UN System to

support the Government in meeting the challenge of climate change at the country level by aligning the work of the UN System with the Government's national priorities, in order to leverage the collective strength of the entities of the UN System;

BEARING IN MIND that the Government, through Dr. Kuntoro Mangkusubroto, Head of UKP4 and Chair of NRTF, requested the United Nations Secretary-General on 11 January 2011 to establish a dedicated office in Indonesia to support the National REDD+ Programme and other allied actors, both government and civil society, in a best-practice approach to climate change mitigation that has the potential to become a global model for other countries to emulate;

BEARING ALSO IN MIND THAT the United Nations Secretary-General responded positively to the request from the Government on 21 March 2011 and assured all help to establish flexible in-country structures that evolves with the needs of the Government;

TAKING INTO ACCOUNT THAT the Republic of Indonesia is a party to the Convention on the Privileges and Immunities of the United Nations and the Convention on the Privileges and Immunities of the Specialised Agencies (hereinafter referred to collectively as the "Conventions"); and has entered or will enter into an agreement or other arrangement with each of the entities comprising the UN System, with respect to each such entity's activities in Indonesia;

WHEREAS the UN System responding to the request from the Government agrees to support NRTF, working through a mechanism known as the United Nations Office for REDD+ Coordination in Indonesia (hereinafter referred to as "UNORCID");

NOW, THEREFORE, the Parties agree as follows:

Article 1. Legal Framework

The Government agrees to the activities to be undertaken by the UN System through UNORCID further to this MOU, and reaffirms that the privileges and immunities and other provisions contained in the Conventions and other agreements or arrangements referred to in the penultimate recital of the

Preamble above, will apply to the respective entities of the UN System and their personnel, assets and activities hereunder.

Article 2. Purpose

- i. This MOU establishes the framework for collaboration between NRTF and the UN System with respect to the National REDD+ Programme in Indonesia.
- ii. The purpose of this MOU is to enhance the level of coordination, efficiency and effectiveness in the Government's implementation of the National REDD+ Programme in Indonesia.

Article 3. Role of NRTF

- i. The mission of NRTF is to ensure efficient and effective implementation of the National REDD+ Programme to the highest professional standards.
- ii. NRTF seeks to ensure a coordinated approach to planning, fundraising and implementation with the objective of ensuring that the National REDD+ Programme is effective, duplication is minimised, and that donor funds are used optimally.
- iii. NRTF has been designated to manage the National REDD+ Programme to ensure transparency, accountability and efficiency in the implementation of REDD+ priorities in Indonesia.
- iv. NRTF has the authority to coordinate, monitor and facilitate collaboration in relation to the spectrum of activities under the National REDD+ Programme, including those funded by foreign donors.
- v. NRTF will work closely with the UN System in engaging prospective donors that might be inclined to fund the latter's activities in respect of UNORCI to support the implementation of the priorities of the National REDD+ Programme.

Article 4. Role of UNORCID

- i. UNORCID will be the primary point of contact on REDD+ between NRTF and the UN System. Through UNORCID, the United Nations System will coordinate its activities with respect to the National REDD+ Programme.
- ii. The entities comprising the UN System will commit resources for UNORCID to undertake this coordination role effectively.

iii. UNORCID will work closely with NRTF to identify outstanding needs and assist in the development of policy and strategy affecting the National REDD+ Programme. Through UNORCID, NRTF will be provided with relevant continuing technical expertise and assistance in support of the National REDD+ Programme by entities of the UN System competent in the thematic area of REDD+. Such support will be provided in accordance with their respective regulations, rules, policies and procedures and subject to the availability of funding.

iv. The implementation of activities under this MOU will not involve any funds from the Indonesian State Budget (APBN).

v. The main office for UNORCID's activities will be based in Jakarta with additional presence in different parts of Indonesia to support the National REDD+ Programme effectively.

vi. The Official responsible for the activities of UNORCID will report to the Chairperson of UNDG through appropriate regional UNDG structures.

vii. In particular, UNORCID will:

(a) Support the National REDD+ Programme leadership on strategy, policy and coordination and other evolving areas of significance as agreed from time to time between NRTF and UNORCID;

(b) Support NRTF, relevant ministries of the Government, national and local authorities as well as the NGO community in the identification of gaps, and determination of criteria for the prioritisation of assistance;

(c) Encourage and promote a coordinated international response to ensure the efficient allocation of resources for REDD+ in support of the priorities of the Government as foreseen in the evolving National REDD+ Strategy, and other appropriate documents;

(d) Facilitate the design of a comprehensive UN strategic plan that will, in conjunction with NRTF, establish the key roles, deliverables and accountability of the UN System in Indonesia in the implementation of national REDD+ priorities in Indonesia;

(e) Support information management, data and analysis, including the establishment of a database on the beneficiaries, their needs, provision and implementation of assistance across all the phases of the National REDD+ Programme;

(f) Promote the mainstreaming of Climate Change Adaptation (CCA) as an integral component of the climate change mitigation activities undertaken under the National REDD+ Programme;

(g) Promote the coordination of the UN System's support to the National REDD+ Programme with the ongoing UN REDD Programme in Indonesia;

(h) Identify means of facilitating coordination between and amongst environmental NGOs and the broader global community working on climate change mitigation work in Indonesia.

Article 5. Responsibilities of NRTF

In support of UNORCID, NRTF will:

- i. Share available data and information which will facilitate the coordination, planning, implementation and evaluation of activities.
- ii. Work with UNORCID to shape and align thematic working groups to support and complement the priorities as foreseen in the National REDD+ strategy.
- iii. Provide leadership, where appropriate, and terms of reference for thematic working groups to optimise their relevance and effectiveness.
- iv. Coordinate with UNORCID on the Government's public information and public awareness campaigns to inform the beneficiary populations on REDD+ activities, entitlements, services and timelines.
- v. Work closely with UNORCID to facilitate a coordinated and consistent approach to the implementation of National REDD+ Programme.
- vi. Ensure access to beneficiary populations for United Nations staff and consultants and other partners, where appropriate in order to facilitate the effective implementation of the National REDD+ Programme.

Article 6. Miscellaneous

- i. The implementation of this MOU will be in compliance with the respective regulations, rules, policies and procedures of the Government and the UN System.
- ii. This MOU will enter into force on the date of its signing by the Parties, and will remain in force for the duration of 4 (four) years from the signing. A

mid-term review of the results achieved by UNORCID shall be undertaken jointly by the UN and the Government 2 (two) years from the date of signing of the MoU. The MoU may be renewed or amended by written agreement of the Parties.

iii. Each Party will give full consideration to any proposal for amendment made by the other Party.

iv. The Parties will attempt to resolve by mutual agreement any dispute related to the subject matter of this MOU.

v. This MOU may be terminated by either Party by written notice to the other and will terminate 90 (ninety) days after receipt of such notice. The termination of this MOU will not affect any project commitments or other programming instruments, or cost sharing agreements entered into between the Government and any agency, fund or programme of the UN System with respect to the subject matter of this MoU.

vi. Nothing in or relating to this MOU will be deemed a waiver, express or implied, of any privileges and immunities of the United Nations, including its subsidiary organs, or of the Specialized Agencies of the United Nations.

Article 7

Any UN agency, fund or programme that wishes to become a party to this MOU, will do so in writing by exchange of letters between Indonesia and such agency, fund or programme, with a copy to the Administrator of the United Nations Development Programme (UNDP).

IN WITNESS WHEREOF, the Parties have signed the present Memorandum of Understanding.

CONCLUDED in New York on the 20th day of September in the year 2011, in three originals in the English Language.

For the Government of the Republic of Indonesia:

Dr. Kuntoro Mangkusubroto

Head, Unit Kerja Presiden Bidang Pengawasan dan Pengendalian Pembangunan (UKP4) and Chair, Satuan Tugas Persiapan Kelembagaan Reducing Emissions from Deforestation and Forest Degradation REDD+ (NRTF)

Date: 20 September 2011

Place: New York

On behalf of the United Nations System:

Ms. Helen Clark

For the Secretary-General of the United Nations

Date: 20 September 2011

Place: New York