

IMPLEMENTATION AGREEMENT ON THE
GLOBAL PROJECT:

CENTRES FOR MIGRATION AND DEVELOPMENT

IMPLEMENTED BY:



MINISTRY OF PROTECTION
OF MIGRANT WORKERS OF
INDONESIA/ INDONESIAN
MIGRANT WORKERS
PROTECTION BOARD

IMPLEMENTATION AGREEMENT

between

Deutsche Gesellschaft für Internationale
Zusammenarbeit (GIZ) GmbH
Dag-Hammarskjöld-Weg 1-5
65760 Eschborn,
Germany
- hereinafter referred to as "GIZ" -

and

Ministry of Protection of Indonesian Migrant Workers/Agency for Protection of
Indonesian Migrant Workers, Republic of Indonesia
Jl. MT Haryono, Pancoran, DKI Jakarta 12780, Indonesia

- hereinafter referred to as "KP2MI/BP2MI" -

concerning the project
Centres for Migration and Development

- hereinafter referred to as the "Project" -

Basis of the Implementation Agreement:

The following shall form the basis of this Agreement:

- a. The Agreement between the Government of the Federal Republic of Germany and the Government of the Republic of Indonesia on Technical Cooperation dated 9 April 1984; and
- b. Summary Record of the Negotiations on Development Cooperations between the Government of the Republic of Indonesia and the Government of the Federal Republic of Germany dated 25 September 2024;

In accordance with Article 1.2 of the Agreement between the Government of the Federal Republic of Germany and the Government of the Republic of Indonesia on the Technical Cooperation dated 9 April 1984, details of the Project are to be laid down in an agreement between Deutsche Gesellschaft für Internationale Zusammenarbeit, hereinafter referred to as GIZ, and the Ministry of Protection of Indonesian Migrant Workers/Agency for Protection of Indonesian Migrant Workers, hereinafter referred to as KP2MI/BP2MI. GIZ is acting in the execution of the commission with which it has been charged by the Government of the Federal Republic of Germany. KP2MI/BP2MI is a ministry that carries out the government affairs on the protection of Indonesian Migrant Workers within the scope of government affairs in the field of employment/a non-ministerial government institution that carry out government duties in the field of protection of Indonesian Migrant Workers.

The project will be managed and coordinated by the Secretariat General of KP2MI/BP2MI, relevant work units in KP2MI/BP2MI, and all relevant ministries and agencies.

1. Background, Module Objective, (Outputs) and Indicators

1.1 Background

There are more than 281 million people across the world who are living in a different country to the one in which they were born. Most of them (some 169 million) leave their country to secure a livelihood elsewhere (IOM, World Migration Report 2022). These migration flows are linked with major development potential for the countries of origin and destination countries, as well as for the migrant workers themselves. Safe, orderly, and regular migration can help realise these potentials and therefore make a valuable contribution to sustainable development.

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) Gesellschaft mit beschränkter Haftung (GmbH) implements the Centres for Migration and Development (ZME) on behalf of the Federal Ministry for Economic Cooperation and Development (BMZ) to support Indonesian migrant workers. This includes supporting regular migration for work and education, regional migration and socioeconomic reintegration.

The implementation of the Centres for Migration and Development has initially started in Morocco, Tunisia, Egypt, Iraq, Pakistan, Ghana, and Nigeria. In these countries, GIZ has already operated Centres for Jobs, Migration and Reintegration on behalf of the BMZ. The centres have been further developed and expanded to become Centres for Migration and Development with a focus on regular migration for work and educational purposes. A new Centre for Migration and Development has been opened in Jordan in 2023.

The Centre in Indonesia will be implemented early 2025 in Bandung, West Java Province and a second centre will be implemented in Mataram, West Nusa Tenggara Province by second half of the year 2025 at the latest.

1.2 Module Objective

Partner structures are equipped to assist specific target groups on a sustainable basis with regular labour and educational migration, voluntary return, sustainable reintegration, and regional migration.

GIZ and KP2MI/BP2MI are jointly committed to this objective.

1.3 Module Objective Indicators

Please note that the baseline and target values of the following indicators are meant for all these 12 (twelve) partners countries together. Country specific values for Indonesia will be developed after 1 (one) year of implementation.

Module objective indicator 1

Of the 22.000 people provided socialisation on migration opportunities, (including a total of 6.500 referred for training), 11.000 individuals (50% of them women) have rated the (referral) advisory services as helpful in raising prospective Indonesian migrant workers to safely migrate to the European Union or within the region.

Baseline value: 0 persons (no sample surveys have been conducted to date).

Target value: 11,000 persons, 5,500 (50%) of them women (May 2027).

Module objective indicator 2

Of 11.000 people, 6.000 of them returning Indonesian migrant workers from Germany, the EU and the region, and 5.000 of them disadvantaged individuals from the local population (in each case 50% women), 5.500 have confirmed that their opportunities for socio-economic participation have improved, illustrating this with specific examples.

Baseline value: 0 persons (no sample surveys have been conducted to date).

Target value: 5.500 persons, of whom 2.750 (50%) are women (May 2027).

Module objective indicator 3

In the partner countries, a total of 10 state partner structures have increased their own financial and human resources for providing target group- and gender-specific advice and support in relation to relevant migration issues.

Baseline value: 0 partner structures have increased own resources (so far, 10 of the 12 state partner structures in partner countries provide their own resources).

Target value: 10 partner structures have increased own resources (May 2027).

Module objective indicator 4

In the partner countries, stakeholders rate the contributions of 14 partnerships with government, civil-society and private-sector actors as helpful for improving the quantity or quality of (gender-specific) services for the target groups.

Baseline value: 0 partnerships (no partnerships have been established to improve services yet).

Target value: 14 partnerships (May 2027).

The baseline and target values of the module objective indicators are provisional. They will be reviewed in the first year of implementation and adjusted, if necessary, in the first report.

Detailed annual operational plans shall be jointly developed by KP2MI/BP2MI and GIZ through a mutual consultation process.

GIZ and KP2MI/BP2MI are jointly committed to these project objective indicators.

2. Contributions to the Project by the Government of the Federal Republic of Germany via GIZ

The Government of the Federal Republic of Germany shall provide a grant to the Government of the Republic of Indonesia via GIZ for the Project of up to EUR 3.700.000 (in words: three million seven hundred thousand euros) as the German contribution for the duration of the Project. This amount shall include the costs incurred by GIZ as the German Implementing Organisation. KP2MI/BP2MI will register the grant contribution of this Project to the Ministry of Finance, Republic of Indonesia.

2.1 Provision of Experts

GIZ shall make available for the Project national long-term experts as described below:

a. National Long-Term Experts

- 1 (One) national Implementation Manager to be responsible for the contribution of GIZ and who shall at the same time be leader of the team of experts made available for the duration of this Project for up to 36 months.
- 8 (Eight) national technical advisors, for up to 36 (thirty-six) months each.
- 1 (One) national administration and finance specialist for up to 36 months.
- Up to 7 (seven) national interns, each for 6 (six) months on request.

b. Short-terms Experts

As deemed necessary, GIZ, upon consultation with KP2MI/BP2MI, shall make available international short-term experts (consultants) and national short-term experts (consultants) required for the achievement of the Project Objective and all Outputs.

2.2 Supply of Materials and Equipment

GIZ shall, as necessary, supply the following items to equip the technical infrastructure:

- a. IT equipment, including network infrastructure, computers, printers, software licences, etc; and
- b. supplemental office equipment, if required.

GIZ will procure goods/services according to GIZ Processes and Rules (P+R). Procurement of materials and equipment will be done in accordance with GIZ Processes and Rules (P+R).

All assets should be handed over to KP2MI/BP2MI upon completion of the project or the agreed circumstances. Any damaged or broken equipment will be under responsibility of GIZ and will be handled based on GIZ Processes and Rules (P+R) in coordination with KP2MI/BP2MI.

2.3 Basic or Further Training

GIZ shall provide basic training or further training for a yet to be defined number of Indonesian experts such as Government officials or national experts upon discussion and agreement with KP2MI/BP2MI, prior or with

aim to assign them to the project and transferring to them the tasks performed by the seconded experts or other important tasks in the Project, both from key stakeholders and GIZ.

GIZ shall assume the following costs partly or fully:

- a. basic/further training courses; and
- b. travel costs according to GIZ regulations

2.4 Operating and Administrative Costs

GIZ shall bear relevant and appropriate operating and/or administrative costs associated with the processing of the German contribution to the Project.

3 Contributions to the Project by the Government of the Republic of Indonesia via KP2MI/BP2MI

KP2MI/BP2MI shall contribute to facilitate smooth coordination to relevant ministries / agencies and / or provincial governments with regard to the implementation of the Project.

3.1 Provision of Personnel

KP2MI/BP2MI shall provide to the project, as follows:

- a. 1 (one) main project counterpart with decision making capacity related to the contributions of KP2MI/BP2MI to the Project and lead the overall Project;
- b. provide support for coordination and cooperation with other state actors on employment promotion, regular labour and educational migration, voluntary return and sustainable reintegration, as well as regional migration;
- c. designate up to 4 (four) instructors/advisors trained in counselling potential migrants and returnees to work as part of the centre on the project;
- d. designate up to 10 (ten) advisors/instructor consultants to attend training courses organized by GIZ;
- e. provide support for networking and participation in network meetings with other stakeholders;
- f. provide further experts of KP2MI/BP2MI in the field of job counselling to undergo basic training or further training;
- g. to work as part of the centre on the project, including, among others, counselling potential migrants on a fair and regular migration;
- h. to support the implementation of activities on provincial level;
- i. to support communication and coordination with relevant stakeholders provincial level; and
- j. to prepare meetings and internal administration of the project.

3.2 Administrative Support

KP2MI/BP2MI shall facilitate and support administrative requirements for GIZ in relation with the Project such as service order letters, tax and duty exemptions letters in accordance with laws and regulations in Indonesia.

KP2MI/BP2MI should also make sure that the handover to Indonesian partners of assets/goods procured by the project are tax exempted in accordance with laws and regulations in Indonesia.

3.3 Operating and/or Administrative Costs

KP2MI/BP2MI shall ensure that the costs to be specified in the operational plan are formulated in due time. This includes related contributions by involved Indonesian institutions to events and other activities to complement the German contribution. KP2MI/BP2MI shall promote the necessary coordination with all involved Indonesian institutions accordingly.

KP2MI/BP2MI can provide contribution for joint events and activities for the travel expenses and honorarium payments.

3.4 Provision of Sites, Buildings and Work Premises

KP2MI/BP2MI will provide in-kind contribution for the operation of the Project, such as working space and office facilities at national level in accordance with budget availability, and policy, and regulations and laws in Indonesia.

KP2MI/BP2MI ensures to provide office space for the project in the Indonesian Migrant Worker Protection Service Center (*Balai Pelayanan Pelindungan Pekerja Migran Indonesia*), according to the room availability.

4 Other provisions

4.1 Good Governance

This Implementation Agreement constitutes a commitment by both parties to apply good governance principles with regard to budgetary assignment, availability and deployment of resources and personnel, as well as to prevent corruption, bribery, and misuse of funds.

KP2MI/BP2MI acknowledge that GIZ as a German federal public-benefit enterprise in the field of sustainable development and international education has a particular obligation to uphold the values of the Basic Law of the Federal Republic of Germany and to respect the human rights guaranteed by international Law. This is reflected in GIZ's Corporate Principles promoting a corporate culture in accordance with universal ethical values and principles, in particular integrity, honesty, respect for human dignity, openness and non-discrimination, including rejecting corruption and bribery. GIZ is not tolerating any forms of sexual violence and sexual harassment occurring in the workplace or in the implementation of joint projects.

4.2 Procurement

Procurement of goods and/or services by GIZ required for the implementation of the Project shall comply with GIZ's procurement rules, policies, and mechanisms, except for any goods and/or services provided by KP2MI/BP2MI using Indonesian Governmental budget, which shall comply with Indonesian Governmental procurement policies and mechanisms for goods and services.

4.3 Intellectual Property

Otherwise agreed in a separate agreement, the ownership of any intellectual property rights developed within this Implementation Agreement will be jointly owned by both parties.

4.4 Project Steering Committee

KP2MI/BP2MI shall form a Project Steering Committee which involves representatives of GIZ, the National Professional Certification Agency (*Badan Nasional Sertifikasi Profesi*), the Ministry of Home Affairs (*Kementerian Dalam Negeri*). The Project Steering Committee will provide guidance for the implementation of the project and facilitate coordination with other ministries/institutions, including provincial governments.

4.5 Planning, Reporting and Evaluation

The Annual Work Plan will be jointly prepared by KP2MI/BP2MI and GIZ through a consultation process. GIZ will provide an annual progress report to KP2MI/BP2MI. GIZ will submit quarterly reports on project progress activities. Quarterly reports only track activities, but do not include their financial value.

The monitoring carried out by GIZ will be sourced from program indicators during the program. The final assessment will be attached along with the final report that will be provided to KP2MI/BP2MI. KP2MI/BP2MI is expected to provide copies of data and other supporting documents to help monitor national program indicators.

GIZ may conduct Project evaluations during or after this Implementation Agreement. To this end, GIZ will be the second auditor/expert/assessor/ for the Project. KP2MI/BP2MI will participate in the evaluation. In all cases, it will help the auditor/expert/appraiser in their work and allow them to check all the necessary documents. KP2MI/BP2MI should be informed of the evaluation results through reports.

4.6 Project Lessons Learnt and Sustainability Mechanism

KP2MI/BP2MI and GIZ will jointly facilitate shared evaluation agenda from the implementation of the Project and its components. The evaluation results shall be shared and dedicated to support the replication of best practices at national and provincial level for enhanced sustainability of the Project.

KP2MI/BP2MI and GIZ shall strive to ensure additional financial support from third parties for activities conducive to or arising from the implementation of Project activities and will be regulated by other agreements. KP2MI/BP2MI acknowledges the emergence of global projects implemented by GIZ which might provide additional funding for additional activities. KP2MI/BP2MI supports the possibility of additional funding as long as a transparent reporting system on the use of these funds is provided by GIZ to KP2MI/BP2MI.

4.7 Grant Management and Handover Mechanism

GIZ recognizes the Government of Indonesia's regulation and law concerning Grant Management Administration and will support annual reporting together with KP2MI/BP2MI and relevant Implementing Authority(s). Such reporting will be made available annually to the Ministry of Finance at least once a year during the Project period. The report covers implementation progress and budget realisation proven by handover certificates which is

stated in Berita Acara Serah Terima signed by GIZ, KP2MI/BP2MI, and other relevant Implementing Authority(s).

Berita Acara Serah Terima will be made available according to the prevailing laws and regulations and using the template attached in the Annexes which form an integral part of this Implementation Agreement.

4.8 Suspension of Contributions and Termination of Agreement

KP2MI/BP2MI and GIZ may suspend its contributions if:

- a. GIZ and/or KP2MI/BP2MI fails to fulfil obligations arising out of this Agreement or out of arrangements in respect of this Agreement, or
- b. Circumstances arise which preclude, or place in considerable jeopardy, the objective of the Project stated in Article 1 above.

If one of the aforementioned circumstances arises and is still in existence after a time-limit to be agreed by GIZ with KP2MI/BP2MI, or if it is not eliminated within the agreed period, KP2MI/BP2MI or GIZ, with the consent of the Government of the Federal Republic of Germany, may prematurely terminate the implementation of this Agreement.

Notwithstanding the termination of this Agreement, any remaining (ad interim) obligations related to proper administration and governance, must be fulfilled and completed by the Parties. This also applies for the end of the project period in case of any remaining obligations related to proper administration and governance, must be fulfilled and completed by the Parties.

4.9 Term of Agreement

As provided in Clause 4.8 above regarding suspension of contributions and termination of the Agreement, the Agreement will be valid from signing until 30 May 2027. Both parties also acknowledge that the project will include a preparation period from 01 January 2024 and an additional 6 months to accommodate the processing time of BAST's financial closing and reports from 01 June 2027 to 30 November 2027. The Agreement may be extended if there is any delay on the part of Germany as stated in this Agreement and in the implementation agreed by KP2MI/BP2MI.

4.10 Adjustment of Agreement

In the event that provisions of this Agreement do not further the efficient achievement of the objective defined, GIZ and KP2MI/BP2MI may adjust or amend these provisions by mutual consent at any stage during the implementation of the Project. Any amendments shall be made in writing and agreed by both parties. GIZ may unilaterally terminate this Agreement if the commission with which it has been charged by the Government of the Federal Republic of Germany is withdrawn.

4.11 Written form

Amendments and additions to this Agreement, and any other important declarations and communications of significance to the execution of this Agreement, shall be made in writing. In the case of declarations and communications to GIZ, it shall suffice for them to be received by the team leader of the experts provided.

4.12 Agreements with other implementing organisations

The person responsible for the contribution by GIZ and the person(s) responsible for the contributions by KP2MI/BP2MI or other implementing

organisations may together conclude a binding agreement on additional details concerning execution of the Project (e.g. on the basis of a plan of operations), or in any other suitable way lay down those details in writing and, where necessary, adjust any such agreement to take into account developments in the Project. Such agreement must be informed by GIZ and consulted for approval by KP2MI/BP2MI prior implementation.

4.13 Government arrangements

The provisions of the Agreement between the Government of the Federal Republic of Germany and the Government of the Republic of Indonesia on Technical Cooperation dated 9 April 1984, Summary Record of the Negotiations on Development Cooperations between the Government of the Republic of Indonesia and the Government of the Federal Republic of Germany dated 25 September 2024, both referred to at the beginning of this Agreement, shall also prevail to this Implementation Agreement.

4.14 Entry into Force

This Agreement shall enter into force on the date it is signed by both parties and drawn up in two originals each in English and Indonesian language. In case of dispute, the English version shall be referred to. A copy of this Agreement shall be forwarded to the Bureau for International Technical Cooperation of the Ministry of State Secretariat.

Jakarta, 11 March 2025

For and on behalf of GIZ



Hans-Ludwig Bruns
Country Director for Indonesia and
ASEAN

For and on behalf of KP2MI/BP2MI



Dwiyono



Makhdonal Anwar
Implementation Manager