

MEMORANDUM OF UNDERSTANDING

Between

THE INDONESIAN ACADEMY OF SCIENCES (AIPI)
And
THE ROYAL NETHERLANDS ACADEMY OF ARTS AND SCIENCES (KNAW)
And
THE INDONESIAN INSTITUTE OF SCIENCES (LIPI)
And
THE NETHERLANDS ORGANIZATION FOR SCIENTIFIC RESEARCH (NWO)

Concerning

SCIENTIFIC RESEARCH COOPERATION

This Memorandum of Understanding (hereinafter referred to as **MOU**) between the Indonesian Academy of Sciences (hereinafter referred to as **AIPI**) and the Royal Academy of Arts and Sciences (hereinafter referred to as **KNAW**) and the Indonesian Institute of Sciences (hereinafter referred to as **LIPI**) and the Netherlands Organisation For Scientific Research (hereinafter referred to as **NWO**), all of them hereinafter referred to as "**the Parties**".

Desiring to continue and expand their existing scientific research cooperation in the approved research fields on the basis of mutual benefits;

Referring to:

- a) The Agreement of Joint Working Committee Indonesia-the Netherlands on Scientific Cooperation, signed at Jakarta, 25 March 2003;
- b) The Memorandum of Understanding and Agreed Minutes Between the Ministry for Research and Technology of the Republic of Indonesia and the Ministry of Education, Culture and Science of the Netherlands on Cooperation in the Field of Research, Science and Technology, signed at Jakarta, 11 February 2002;
- c) The Memorandum of Understanding and Agreed Minutes between the Ministry of National Education of the Republic of Indonesia and the Ministry of Education, Culture and Science of the Netherlands Foundation, signed at Jakarta on February 11th, 2002;
- d) The Memorandum of Understanding between the Indonesian Institute of Sciences and the Netherlands foundation for the Advancement of Tropical Research for Scientific Collaboration in the Field of Marine and Coastal Research, signed at The Hague on April 8th, 2002;
- e) The Overeenkomst tot Samenwerking tussen Lembaga Ilmu Pengetahuan Indonesia en Koninklijk Instituut voor Taal-, Land-en Volkenkunde met betrekking tot Activiteiten op de Terreinen van de Sociale Wetenschappen en Humaniora, signed at Jakarta on September 9th, 2002;

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- f) The Agreement on Cooperation between the Indonesian Academy of Sciences and the Royal Netherlands Academy of Arts and Sciences, signed Jakarta and Amsterdam, 15 April 2001.

Acknowledging the importance of combined action for long-term scientific research cooperation between Indonesia and the Netherlands, the importance of building worldwide capacities in science and technology and fortifying scientific infrastructure and culture in general, and the importance of science to the society at large;

Pursuant to the prevailing laws and regulations in their respective countries as well as their respective governments' procedures and policies on international technical cooperation;

The Parties mutually agree to join forces according to the conditions as follows:

Article 1 Objectives

The objectives of the cooperation are:

1. To increase and strengthen scientific research cooperation between scientific institutions from Indonesia and the Netherlands in an efficient, collaborative and focused manner, making use of each others' existing (international) scientific networks and infrastructure;
2. To promote long term scientific capacity building, sustainable scientific networks and partnership, knowledge transfer and dissemination of science.

Article 2 Scope and Activities

1. The activities of the cooperation under this MOU are focused on, but not limited to, the following:
 - a. Support science and technology capacity building in general;
 - b. Exchange visits of scientists;
 - c. Joint research programmes;
 - d. Workshops and Symposia;
 - e. Dissemination of scientific results generated through this co-operation for the benefit of both countries;
2. The scope of research activities will be focused on, but not limited to, the following research fields:
 - a. Technology;
 - b. Agriculture and Food Sciences;
 - c. Life Sciences and Biotechnology
 - d. Medical sciences
 - e. Marine and Coastal Sciences

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- f. Natural Sciences and Resource Management
 - g. Social Sciences and Humanities
3. Activities can be between two or more parties. Under the responsibility of a Party, each Party may involve third party individual researchers or scientific research institutions from both countries for the specific execution of activities described in this MOU if mutually agreed upon;

Article 3 Responsibilities of the Parties and Funding

Cooperation activities under this MOU will be subject to the availability of funding from each party, however for this purpose:

1. The Parties shall strive to ensure that adequate research resources and other facilities will be made available and agree that all financial arrangements will have to be negotiated and are subjected to the availability of funds;
2. The Parties shall increase efforts in order to find additional (financial) support;
3. The Parties shall comply with the specific arrangements made in the MOUs and Agreements referred to above;
4. The Parties shall keep each other well informed about their respective programmes and any progress made that is relevant to the activities under this MOU.

Article 4 Intellectual Property Rights

1. Any Intellectual Property Rights (IPR) brought by one of the Parties for the implementation of activities under this MOU shall remain the property of the Party. However the Party shall indemnify that the IPR does not result from the infringement of any third Party's legitimate rights. Further that Party shall be liable for any claim made by any third party of on the ownership and legality of the use of the IPR which is brought in by the aforementioned Party for the implementation of the cooperation activities under this MOU.
2. Any IPR, data and information resulting from research activities conducted under this MOU shall be jointly owned by all Parties involved in those research activities (see article 2.3), and all Parties shall be allowed to use such property for non-commercial purposes free of royalty. Should the IPR, data and information resulting from the cooperation activities under this MOU be used for commercial purpose by one Party, the other shall be entitled to the royalties obtained from the exploitation of such property on basis of the principle of equitable contribution. In such a case, the object of the

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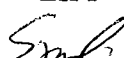
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research activities conducted under this MOU shall constitute a part of contribution of the Party from which the object derives.

3. The utilisation of the object of the research activities and their findings under this MOU outside the territories of the Republic of Indonesia and the Netherlands by one of the Parties shall require prior written approval from the other Parties on a case-by-case basis.
4. If any party wishes to disclose confidential data and/or information resulting from the cooperation activities under this MOU to any third party, the disclosing Party must obtain prior consent from the other Parties before any disclosure can be made.
5. Termination of this MOU shall not affect rights and/or obligations under this article for a period of 20 (twenty) years after such termination.


Article 5 Settlement of Disputes

Any dispute between the Parties arising out of the interpretation or implementation of this MOU shall be settled amicably through consultation or negotiation between the Parties, within the spirit of collaboration.

Article 6 Amendment, Duration, and Termination

1. Amendments to this MOU can only be made in writing by mutual consent of the Parties. Any modification or amendment which has been agreed upon by the Parties, shall enter into force on the date to be determined by the Parties;
2. The MOU shall be effective on the date of its signing and be valid for a period of 5 (five) years and can be extended or renewed in writing by mutual consent of the Parties, unless any Party notifies the others in writing of its intention to terminate this MOU at least 6 (six) months in advance.

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IN WITNESS WHEREOF, the undersigned, the Authorized Representatives, have signed this Memorandum of Understanding.

Done in quadruple in The Hague on this 31st day of August in the year two thousand and four, in the English Language, all texts being equally authentic.

1 FOR THE INDONESIAN ACADEMY OF SCIENCES (AIPI)



PROF. DR. BAMBANG HIDAYAT
ms President

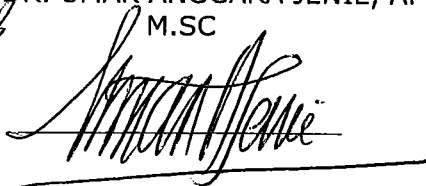
2 FOR THE ROYAL NETHERLANDS ACADEMY OF ARTS AND SCIENCES (KNAW)



Chairman PROF. DR. W.J.M. LEVELT
President

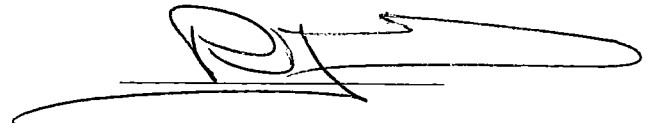
3 FOR THE INDONESIAN INSTITUTE OF SCIENCES (LIPI)

PROF. DR. UMAR ANGGARA JENIE, APT,
ms M.SC



4 FOR THE NETHERLANDS ORGANIZATION FOR SCIENTIFIC RESEARCH (NWO)

PROF. DR. P. NIJKAMP
Chairman



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