

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY FOR RESEARCH AND TECHNOLOGY  
OF THE REPUBLIC OF INDONESIA  
AND  
THE MINISTRY OF EDUCATION, CULTURE and SCIENCE  
OF THE NETHERLANDS

ON

CO-OPERATION IN THE FIELD OF RESEARCH, SCIENCE AND TECHNOLOGY

The Ministry for Research and Technology of the Republic of Indonesia, the Ministry for Research and Technology and the Ministry of Education, Culture and Science of the Netherlands hereinafter, referred to as the 'Parties'

DESIRING to expand co-operation in the fields of science, research and technology by involving national research institutions and organizations higher education, local government, as well as companies both private and public;

AKNOWLEDGING the importance of co-operation in the approved fields between participating organizations such as scientific establishments, research centers, technological institutions and private enterprises is in greatest satisfaction and mutually advantage. Both sides expressed their wish that the co-operation in the said fields should be continued and enhanced;

TAKING NOTE of the assigned intermediary roles at working level for Indonesia: BPPT, LIPI and LAPAN and for the Netherlands: KNAW, NWO/WOTRO, TNO and Senter;

REFERRING to the ongoing longstanding scientific co-operation programs which are guided by:

- a) The Agreement on Cultural Co-operation between the Government of the Republic of Indonesia and the Government of the Kingdom of the Netherlands signed at Jakarta on July 7<sup>th</sup> 1968;
- b) the Memorandum of Understanding between The Ministry of State for Research and Technology of the Republic of Indonesia and the Minister of Education, Culture and Science, acting as Coordinating Minister for Science Policy of Netherlands on Co-operation in the field of Science, Research and Technology, signed on September 18<sup>th</sup> 1992 at Jakarta;
- c) the Memorandum of Understanding between the Minister of Education and Culture of The Republic of Indonesia and the Minister of Education, Culture and Science of the Netherlands on scientific and Scholarly Co-operation and Human Resource Development Program, signed on January 6<sup>th</sup> 1997 at Jakarta;
- d) The Memorandum of understanding and agreed minutes between the Minister of Education, Culture and Science of the Netherlands and the Minister of National Education of the Republic of Indonesia signed at Jakarta on February 11<sup>th</sup> 2002.

## RECALLING

- a) the Memorandum of Understanding on the Agenda for Renewed and Intensified Bilateral Co-operation, signed between the Minister of Foreign Affairs of the Republic of Indonesia and the Minister of Foreign Affairs of the Netherlands in the Hague on February 3<sup>rd</sup> 2000;
- b) The letter of Intent on the agenda for Scientific Research Co-operation signed between the Minister of State for Research and Technology of the Republic of Indonesia and the Minister of Education, Culture and Science of the Netherlands in the Hague on May 25<sup>th</sup> 2000:

### Article 1 **Objectives**

This Memorandum of Understanding serves as an arrangement to strengthen the mutual ties of friendship and understanding between the two countries and to further and develop the relations in the field of research, science, and technology.

Both Parties shall under the principle of equality and mutual benefit, co-operate and promote scientific research and technological development between them.

### Article 2 **Framework and Scope of Co-operation**

Both Parties shall organize itself and its activities within their own budgets of participating organizations and are approved to choose appropriate forms of scientific bilateral co-operation activities within the framework of the Memorandum of Understanding such as:

1. Execution of joint or co-operation projects and programs
  - (a) provision of necessary materials and equipment;
  - (b) meetings of various forms, such as joint seminars, workshops and exhibits on scientific research and technological development;
  - (c) visits and exchanges of scientists and other experts or technical personnel;
  - (d) exchange of technical data and information;
2. Education, training, and participation in on going programs
3. Technical assistance, and
4. Other forms of cooperative activities as may be mutually approved upon;

### Article 3 **Responsibilities of the Parties**

Co-operative activities under this Memorandum of Understanding will be subject to availability of funding in each country, however,

- a) the exchange of scientists in the framework of this Memorandum of Understanding will be promoted. Both Parties shall encourage that adequate research and other relevant facilities will be made available for this purpose by the respective co-operating institutions themselves;
- b) the Parties shall keep each other well informed of their respective programs and progress made that is relevant to the activities under this Memorandum of Understanding.

Article 4  
**Implementation of Arrangements**

1. The implementation of this MOU shall be in accordance with the laws and regulations of each country;
2. The Parties will form a Joint Committee to emphasise the co-operation between both Parties;
3. Activities described in this Memorandum of Understanding may be implemented through the development of specific arrangements, programs or projects between the appropriate institutions or organisation of the Parties;
4. Details of the implementation arrangement and the protection of intellectual Property Rights are specified in the Agreed Minutes.
5. Necessary funds to finance the implementation of the activities may be generated from the budget of each Parties as well as from other autonomous parties;
6. The Parties and each involved organization will finance the costs of their own personnel or may accept on other arrangements based on the principle for equal cost-sharing to be determined by mutual consent.

Article 5  
**Amendment and Settlements of Dispute**

1. This MOU may be amended, if it is deemed necessary by mutual written consent by the Parties. Any modification or amendment, which has been agreed upon by the Parties, shall enter into force on the date as will determined by the Parties;
2. Any dispute arising out of the interpretation and implementation of this MOU, shall be settled amicably through consultations and/or negotiations and/or regulations between the Parties, through diplomatic channels.

Article 6  
**Entry into Force, Renewal and Termination**

1. This Memorandum of Understanding will enter into effect on the date of the signing;
2. This Memorandum of Understanding will remain in force for a period of 5 (five) years and will remain in force thereafter for another 5 (five) years, unless either Party notifies in writing of its intention to terminate this Memorandum of Understanding 6 (six) months prior to it's the expiration;
3. This Memorandum of Understanding could be renounced at any moment, by one of the Participants, through notification in writing by diplomatic channels, taking into affect by one month after the date of notification. The termination of this arrangement will not affect the validity and duration of any arrangement, program, and project made under this Memorandum of Understanding until the completion of such arrangement, unless the Participants approve otherwise.

By entering into force of this Memorandum of Understanding and its **corresponding Agreed Minutes**, the previous Memorandum of Understanding signed on September 18<sup>th</sup> 1992 at Jakarta between the Minister of State for Research and Technology of the Republic of Indonesia and the Minister of Education, Culture and Science of Netherlands on Co-operation in the field of Science. Research and Technology will be terminated.

IN WITNESS WHEREOF the undersigned have signed this Memorandum of Understanding

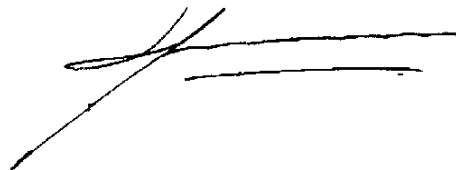
Signed in duplicate at Jakarta on the 11<sup>th</sup> day of February in the year two thousand and two in two originals in English language, both texts having equally authentic.

FOR THE MINISTRY FOR  
RESEARCH AND TECHNOLOGY  
OF THE REPUBLIC OF INDONESIA



Ir. M. Hatta Rajasa

FOR THE MINISTRY  
OF EDUCATION, CULTURE AND SCIENCE  
OF THE NETHERLANDS



Drs. L.M.L.H.A. Hermans

Agreed Minutes  
on co-operation in the field of  
Research, Science and Technology  
Between  
The Ministry for Research and Technology  
of the Republic of Indonesia  
and  
The Ministry of Education, Culture and Science  
of The Netherlands

**Agreed Minutes**

on the occasion of the visit of the Minister of Education, Culture and Science of the Netherlands, Drs. L.M.L.H.A. Hermans on February 11 2002 to Jakarta, the Minister for Research and Technology of the Republic Indonesia, Ir. M. Hatta Rajasa, and the Minister of Education, Culture and Science of the Netherlands, Mr. drs. L.M.L.H.A. Hermans have come to the arrangement of signing a Memorandum of Understanding co-operation in the fields of research, science and technology and the Agreed Minutes with the following provisions:

Both Parties take note of the important developments and intended actions identified during the initial contacts to renew the priorities and themes for the future co-operation in the fields of scientific research expressed in the meeting between the two Ministers in the Hague, February 3<sup>rd</sup> 2000 and;

- Memorandum of Understanding signed between the Agency for the Assessment and Application of Technology (BPPT) and the Maritime Research Institute Netherlands (MARIN);
- Memorandum of Understanding signed between the BPPT and the Netherlands Energy Research Foundation (ECN);
- Memorandum of Understanding signed between the BPPT and Aquasens;
- Letter of Intent signed between the BPPT and the Netherlands Foundation for the Advancement of Tropical Research (WOTRO);
- Memorandum of Understanding signed between the National Institute of Aeronautics and Space (LAPAN) of Indonesia and the International Institute for Aerospace Survey and Earth Science (ITC) of the Netherlands;
- The Convocation between the Minister of Education, Culture and Science of the Netherlands and the Royal Netherlands Academy of Arts and Sciences (KNAW) concerning bilateral scientific co-operation with Indonesia, completed with the Covenant for the Program for Scientific Co-operation between the Indonesia and the Netherlands, on behalf of the present Scientific Program Indonesia-Netherlands (SPIN) 2002-2004.

Both Parties decided that:

On the field of Co-operation

Both Parties shall encourage mutual co-operation between their respective research centers and institutes in priority fields identified in this Agreed Minutes:

- i. Agriculture and Food Technology;
- ii. Biotechnology;
- iii. Information Technology and Communication;
- iv. Marine and Coastal research;
- v. Energy;
- vi. Science and Technology Policy and Management;
- vii. Empowering Small and Medium Enterprises (SMEs);
- viii. Social Sciences and Humanities (including interreligijs studies);
- ix. Sustainable Development;

- x. Environmental and Natural resources management;
- xi. Global Change;
- xii. Aerospace Technology;

New subject areas of mutual interest in related fields may be added by mutual written consent by the Parties.

#### On the Joint Working Committee

- A Joint Working Committee will be formed to emphasize the co-operation between both Parties. Both Parties will identify and instruct by communication their lead member in the Joint Working Committee to engage in the Implementation of this Memorandum of Understanding;
- The Joint Working Committee will hold its sessions preferably alternately in the Netherlands and Indonesia at a mutually convenient time, including to make use of existing structures for consultation between the two countries in the fields of science, research and technology, to organize, to uphold quality standards and result deliverance, to monitor and to evaluate projects, programs and this co-operation;
- In relation to this: at the first meeting of the Joint Working Committee it will formulate a scheme to report to the Parties upon the progress of the present ongoing Scientific Program, in accordance with a detailed arrangement between each Parties and its national lead organization. This progress report entails information concerning involved participating organizations, projects, objectives of the joint activities, the details regarding participating technical and scientific personnel, the distribution of tasks and responsibilities among the participants, the allocation of budget and resources and results;
- Activities of Personnel engaged in the activities under the Memorandum of Understanding, the Agreed Minutes, the Joint Working Committee or the (sub) contracts will not involve and/or interfere in the internal affairs of the respective countries nor will they conduct commercial ventures or activities in Indonesia or the Netherlands outside the program of co-operation without prior approval of the Government of the Republic of Indonesia and the Government of the Netherlands.

#### On the Intellectual Property Rights

- Cooperative Activities shall be conducted in accordance with annexed Guide lines;
- The Parties will ensure that intellectual and industrial property right ensuing from the joint activities which eventuate in the framework of co-operation based on this Memorandum are fairly distributed and received protection that is required in accordance with national laws and regulations;
- Intellectual Property Issues that will be addressed by the implementing institutions in their Implementing Arrangements will consider the protection, ownership and allocation of Intellectual Property Rights as stated in annexed Guide Lines.

#### On Other Matters

- The Indonesian Party acknowledges the DELTA scholarship programme that has been launched by the Netherlands at the beginning of February 2001. This programme is meant for international co-operation in the field of higher education in four priority countries, among which Indonesia. In this programme students from Indonesia will have the opportunity to be trained in the Netherlands.

- The DELTA scholarship programme offered by the Netherlands to facilitate the exchange of students and researchers is also specified in the Memorandum of Understanding between the Minister of Education, Culture and Science of the Netherlands and the Minister of the Department of National Education of the Republic of Indonesia.

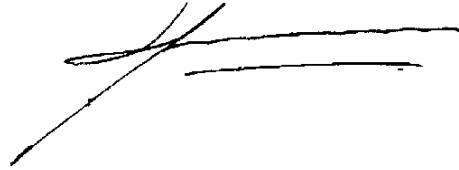
SIGNED in duplicate at Jakarta on the 11<sup>th</sup> day of February in the year two thousand an two in two originals in English language, both texts being equally authentic.

FOR THE MINISTRY FOR  
RESEARCH AND TECHNOLOGY  
OF THE REPUBLIC OF INDONESIA



Ir. M. Hatta Rajasa

FOR THE MINISTRY OF  
EDUCATION, CULTURE AND SCIENCE  
OF THE NETHERLANDS



Drs. L.M.L.H.A. Hermans

ANNEX  
Guide lines referring to

Protection, Ownership and Allocation of Intellectual Property Rights by  
Participants in Cooperative Activities in the Field of Science, Research, and  
Technology

1. Definitions

- “Intellectual Property” will have the meaning provided for in Article 2 of the Convention establishing the World Intellectual Property Organization, done at Stockholm, 14 July 1967 and as amended on 28 September 1979.
- “Background Intellectual Property” means Intellectual Property that has been developed independently of a cooperative activity and that is made available by one of the participants for the use in a cooperative activity.
- “Foreground Intellectual Property” means Intellectual Property created in or as a direct result of a cooperative activity.

2. Unless the participating research organizations involved in the implementation of cooperative activities decide otherwise, cooperative activities will be conducted in accordance with implementing arrangements that would include the Protection, Ownership and Allocation of Intellectual Property Rights. This annex provides an indication of the Intellectual Property Issues that should be addressed by participants in the implementing arrangement.
3. Notwithstanding anything stated or implied in this Annex, it is the sole responsibility of prospective and actual participating research organizations to take all necessary steps, including obtaining experts professional advice, to ensure that their legal and commercial positions are adequately protected and to ensure adequate legal and physical protection for Background Intellectual Property, Foreground Intellectual Property and Confidential Information.
4. Any Intellectual Property Rights brought by one of the participating research organizations involved in the implementation of cooperative activities will remain the property of the participating research organization.
5. The Parties will use their best endeavors to ensure that prospective organization in a cooperative activity enter into a confidentially deed with which each other before they exchange information about their Intellectual Property. If either of the prospective organization in a cooperative activity wishes to disclose confidential data and / or information resulted from the cooperation activities to any third party, the disclosing organization must obtain prior consent from the other participant before any disclosure can be made.
6. On any Intellectual Property Rights, data and information resulting from research activities the Joint Working Committee, its involved organizations or third organizations will be urged to come to fair arrangements for joint ownership by all participating organizations in a cooperative activity, and all organizations will be allowed to use such property for non commercial purposes free of royalties. Should the Intellectual Property Rights, data and information resulting from the cooperation activities be used for commercial purposes by one organization, the other organizations will be entitled to the royalties obtained from the exploitation of such property.



7. Whenever either participating research organization requires the cooperation of another participating research organization outside Indonesia and the Netherlands for any commercial undertaking resulted from intellectual Property covered by the implementation agreement, this participating research organization will give first preference of the cooperation to the other participating research organization, which will be waived, if the other participating research organization is unable to participate in a mutually beneficial manner.
8. Publication, report and other information on the project will be jointly published by both participating research organizations, or separately under the condition of informing previously the other participating research organization and mentioning its participation in the works jointly conducted. However, if the works are likely to produce an interest of industrial or commercial nature, both participating research organizations can decide to postpone the publication of the result in order to protect them.
9. Should any research activity utilize biological materials the implementing arrangements related to the activity will adopt the agreed principles under the Convention on Biological Diversity: especially article 8 j and article 15.
10. All disputes between participating research organizations will be settled in accordance with the laws of the country in which the dispute has arisen or where the research has taken place.