



MEMORANDUM OF UNDERSTANDING
BETWEEN
INDONESIAN INSTITUTE OF SCIENCES
AND
INSTITUT DE RECHERCHE POUR LE DÉVELOPPEMENT
CONCERNING
SCIENTIFIC AND TECHNOLOGICAL COOPERATION

The Indonesian Institute of Sciences (hereinafter referred to as "LIPI") with its official address at Jalan Jenderal Gatot Subroto Kavling 10, Jakarta Selatan, Indonesia, represented by its Chairman, Prof. Dr. Iskandar Zulkarnain; and

Institut De Recherche Pour Le Développement (hereinafter referred to as "IRD") with its official address at Le Sextant 44, bd de Dunkerque, CS 90009 13572 Marseille cedex 02, represented by its Chief Executive Officer, Pr. Jean-Paul Moatti.

Both hereinafter collectively in this Memorandum of Understanding ("MoU") referred to as the "Parties".

WHEREAS

Considering their mutual interest in promoting cooperation in the area of science and technic;

Desiring to continue relations between the Parties, particularly to develop a mutually beneficial programme on technical and scientific cooperation previously; and

Referring to:

1. Agreement between the Government of the Republic of Indonesia and the Government of the Republic of France concerning Science, Technological and Innovation Cooperation signed at Jakarta on March 29th, 2017; and
2. Memorandum of Understanding between Indonesian Institute of Sciences and Institut De Recherche Pour Le Développement, signed at Jakarta on October 29, 2012.

Pursuant to the prevailing laws and regulations in their respective countries as well as procedures, and policies on technological cooperation;

NOW, THEREFORE, the Parties hereby agree as follows:

Article 1

OBJECTIVES

The objectives of this MoU are to promote scientific activities between LIPI and IRD by means of cooperative research and other types of exchanges.

Article 2

SCOPE OF ACTIVITIES

1. Each party shall endeavour to take necessary steps to encourage and promote co-operation in the following areas:
 - a. joint research programs and expeditions;
 - b. exchange of researcher and personnel;
 - c. mutual consultation and technology transfer;
 - d. training and capacity building activities in favour of research personnel and students;
 - e. any other areas of co-operation to be mutually agreed upon by the Parties.
2. The field of research activities will be focused on the following research fields, including:
 - a. social and humanities;
 - b. biodiversity sciences and its sustainable use;
 - c. environment and resources;
 - d. bio geodynamics and sustainable environment;
 - e. climate change, disaster risk management, and coastal community resilience;
 - f. earth sciences;
 - g. aquatic sciences;
 - h. marine sciences;
 - i. any other activities as to be mutually agreed upon by the Parties.

Article 3

IMPLEMENTATION

1. To facilitate the implementation of this MoU, the Parties may conclude project contract within the terms of this MoU.
2. Such contract shall be in conformity with this MoU, and shall describe scope of activities program or project schedule, personnel involved, financial arrangements, responsibilities undertaken by the Parties and other necessary matters that are not covered by this MoU. For the purposes of the implementation of the MoU, the Parties may conclude project arrangement(s)/Plan of Operation (PO) including but not limited to the details of the activities such as scope of activities and program or project schedule, personnel involved, the funding scheme, responsibilities undertaken by the Parties and other necessary matters that are not covered by this MoU.

3. All notices to be given to this MoU should be in writing, delivered by hand or email.

Article 4

FINANCIAL ARRANGEMENT

1. The activities under this MoU are subject to the availability of fund and personnel of the Parties and their applicable laws and regulations.
2. Unless agreed otherwise, each party shall be responsible for its own expense in the implementation of this MoU. Whenever deemed necessary, the Parties may conclude a specific financial arrangement for any project/program within the framework of this MoU.

Article 5

JOINT WORKING GROUP

1. The Parties agreed to establish a joint group to facilitate, monitor, and review the implementation of this MoU on a regular basis.
2. The Joint Working Group shall be co-authored by a representative of LIPI and a representative of IRD with participation of other agencies as appropriate.
3. In addition, joint meetings will be organized whenever necessary and at least annually, to examine any question to the current scientific cooperation and the results stemming from the joint.

Article 6

MUTUAL STAFF HOSTING

1. The staff members of a Party hosted in the premises of the other Party are subject to the current health and safety rules within the said premises. They conform to the rules of procedures and to the instructions for use of the equipment which are communicated to them.
2. Each Party remains responsible for its own personnel in administrative and scientific matters.
3. In case of accident involving an employee of one Party hosted in the premises of the other Party, the latter will warn the Party employer as soon as possible.
4. A Party shall never be regarded as the employer for any contract of employment or part-time work concluded by the other Party in respect to performance of the present agreement.
5. As much as possible, each Party will assist the other with administrative procedures, especially visa applications, required for hosting scientific or technical staff of the other Party.

Article 7

CIVIL LIABILITY

1. Each Party shall bear towards its employees all the civil, social and fiscal obligations in accordance with the employer liability and all administrative prerogatives (management, evaluation, progress, discipline).
2. Each Party shall bear all the consequences of civil liability that it may incur towards the other Party as well as third parties and their assignees under ordinary law, without any remedy against the other Party except in case of gross or intentional fault on the part of the latter, owing to any bodily injury or material damage caused by its staff or equipment, as well as by the staff or equipment under its management or custody. Each Party assures that it has subscribed the insurance policies covering its liability in the context of performing the present Agreement.
3. In the case a Party hosts third parties (especially students, visiting researchers) on the initiative of the other Party, the latter shall ensure that the aforementioned third parties have subscribed all appropriate insurances, covering in particular their civil liability.
4. Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event.

Article 8

EQUIPMENTS

1. The Parties retain the ownership of the moveable and immoveable properties that they make available for the implementation of the present agreement or the specific agreements.
2. In case some equipments are jointly acquired by the Parties, they shall conclude a specific grant agreement to the benefit of the Party in charge of purchasing the equipments. This agreement shall define the financial breakdown of the purchase and shall designate the owner of the equipments, as well as the Party in charge of maintenance and repairs. This agreement shall also state the conditions of use of the equipments, as well as the modalities of funding the operating expenses.

Article 9

INTELLECTUAL PROPERTY RIGHTS AND PUBLICATIONS

1. Any Intellectual Property Right (IPR) brought by one of the Parties for the implementation of activities under this MoU shall remain the property of that party. However, that party shall indemnify that the IPR is not resulted from the infringement of any third party's legitimate rights. Further that party shall be liable for any claim made by third party 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 (including but are not limited to photographic images, videos and recordings, films, books and other scientific publications) conducted under this MoU shall be jointly owned by the Parties, and the Parties shall be allowed to use such property for non-commercial purposes free of royalty. Should the IPR, data, and information resulted from the cooperation activities under this MoU be used for commercial purposes by one party, the other party shall be entitled to the royalties obtained from the exploitation of such property on the basis of the principle of equitable contribution. In such case, the object of the research activities conducted under this MoU shall constitute a part of contribution of the Parties from which the object derives. The value of the object as part of contribution will be measured by taking into account the following factors:
 - a. the scarcity of the object (the rarer the object is, the higher its value will be);
 - b. the commercial value of the result of the research (the higher its commercial value is, the higher its worth as part of the contribution will be).
3. The utilization of the object of the research activities and their findings under this MoU outside the territories of the Republic of Indonesia and the Republic of France by one of the Parties shall have to get prior written approval from the other party on a case by case basis.
4. If either party wishes to disclose IPR, confidential data and/or information resulted from cooperation activities under this MoU to any third party, the disclosing party must obtain prior consent from the other party before any disclosure can be made.
5. Termination of this MoU shall not affect rights and/or obligation under this Article.

Article 10

BIOLOGICAL RESOURCES AND TRADITIONAL KNOWLEDGE

1. The Parties shall recognize the value of biological resources and traditional knowledge (hereinafter referred to as 'BRTK'), and recognize the rights of holders of BRTK to the effective protection over GRTK against misuse and misappropriation of the Parties.
2. BRTK shall be defined as follow: biological resource if genetic resources, organisms, or parts thereof populations, or any other biotic component of ecosystems with actual or potential use or value for humanity. The scope of genetic resource under this MoU include in the material of non-organism but may contain organism or parts of organism and its natural derivatives (biological extracts) containing metabolite and metabolite information (including but not limited to chemical structure, biosynthetic pathway and its modification) and its modification, and : functional units of heredity that include, genetic information (sequence of bases, including but not limited to, of DNA or RNA or protein), and its modification; whereas traditional knowledge is content or substance of knowledge that is the result of intellectual activity inside a traditional complex, including the know-how, skills, innovations, practice and the learning that form part of traditional knowledge systems.
3. BRTK shall be protected against misuse and misappropriation in both Parties.

4. Any acquisition, appropriation or utilization of GRTK by unfair or illicit means constitutes an act of misappropriation. Misappropriation may also include deriving commercial benefit from the acquisition, appropriation or utilization of BRTK when the person using that BRTK knows, or is negligent in failing to know, that it was acquired or appropriated by unfair means and other commercial activities contrary to honest practices that gain inequitable benefit from BRTK.
5. Subject to compliance with its obligation referred to in Paragraph 2, each Party shall, in respect of the intellectual property protection of BRTK, accord, within its territory, (i) to natural persons who are nationals of, or are domiciled in the territory of, any of the other Party, and (ii) to legal entities which or natural persons who, in the territory of any of the Party, have a real and effective establishment for the creation, production and transaction of BRTK, the same treatment that it accords to its own nationals.
6. Any access to and use of BRTK of the respective Party under the implementation of this MoU shall require prior consent permit from the relevant authorities of the Party. The Parties shall ensure that the local communities concerned shall be prior informed with the access and informed with the results of the cooperative and/or collaborative activities using such BRTK.
7. When the cooperative and/or collaborative activities under the Agreement utilize BRTK for commercial purpose, the Party, on behalf of its local communities concerned, shall be entitled to the right of intellectual property, where appropriate and associated benefit sharing.
8. The benefits of protection of BRTK to which its holders are entitled include the fair and equitable sharing of benefits arising out of the commercial or industrial use of that BRTK.
9. Legal means should be available to provide remedies for holders of BRTK in cases where the fair and equitable sharing of benefits as provided in paragraph 8 has not occurred.

Article 11

MATERIAL TRANSFER AGREEMENT (MTA)

Selected research materials used in the collaboration under this MoU will be transferred by using MTA and be approved by the Parties.

Article 12

CONFIDENTIALITY AND PUBLICITY

1. The Parties agree not to publish or disclose by any means whatsoever, without the other party's written consent, the scientific, technical or trade information owned by the other party and which they may have been aware on occasion of the performance of this MoU or the specific agreements, as long as said information is not protected or has not come into the public domain.
2. The commitments of this article shall remain effective throughout the term of this MoU and each specific agreement and 5 (five) years following their early termination or their respective expiry.

3. In the event either party wishes to disclose any confidential data and information supplied in or resulting from the implementation of this MoU, the disclosing party shall have prior written consent from the other party.
4. The Parties agree that each party may publish the existence and nature of activity under this MoU provided that either party does not indicate in writing that a specific matter should remain confidential and those who would publish should have obtained the written consent of the other party.
5. The Parties will ensure that any publication about the relationship between the Parties is accurate.
6. Each party will comply with the other party's reasonable requests about advertising and promoting this relationship, with a view to promoting the relationship with integrity and accuracy.
7. The Parties agree that the provisions of this Article shall not prejudice the prevailing laws and regulations of the Parties.

Article 13

LIMITATION OF PERSONNEL

The Parties shall ensure that their personnel engaged in the activities under this MoU will:

- a. observe, respect, and comply with the laws and regulations, and policies of the Government of the Republic of Indonesia and that of the Government of the Republic of France;
- b. remain neutral towards the Indonesian national interest;
- c. respect the integrity of the Republic of Indonesia as well as that of the Republic of France and refrain from supporting any separatist movements;
- d. respect the customs, traditions, and religions of the local community;
- e. refrain from engaging in any political and commercial activities;
- f. refrain from conducting any religions propagation; and
- g. refrain from involving in any intelligence/ clandestine activities.

Article 14

USE OF THE PARTIES MARKS

Neither Party may refer to this MoU or the other Party, or use the other Party's Marks, in any publicity or advertising material without first obtaining the other Party's written consent.

Article 15

SETTLEMENT OF DISPUTES

Any disputes or differences arising from the interpretation or application and implementation of this MoU shall be settled amicably through consultation or negotiation between the Parties.

Article 16

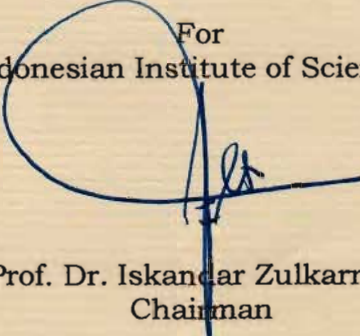
ENTRY INTO FORCE, DURATIONS, AND TERMINATION

1. This MoU shall enter into force on the date of its signing.
2. This MoU shall remain in force for a period of 4 (four) years from that date, and may be extended or changed upon mutual written agreed by the Parties.
3. Either Party may terminate the MoU at any time by giving written notification to the other Party at least 6 (six) months prior to the intended date of termination.
4. This MoU shall terminated automatically if:
 - a. within a period of one (1) year there was no follow-up to this MoU; and/or
 - b. there is provision of law or government policy that does not allow to implement this MoU.
5. The termination of this MoU shall not affect the validity and duration of any on going arrangements, plans and programs made under this MoU until completion of such arrangements, plans and programs, unless otherwise decided by the Parties.

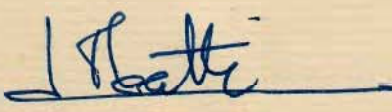
IN WITNESS WHEREOF, the undersigned, the authorized representatives have signed this MoU.

DONE in duplicate in English language on April 5th year 2017 in Cibinong Science Center-Botanical Garden.

For
Indonesian Institute of Sciences,


Prof. Dr. Iskandar Zulkarnain
Chairman

For
Institut De Recherche Pour Le Développement,


Pr. Jean-Paul Moatti
Chief Executive Officer