

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITAS UDAYANA, FAKULTAS KEDOKTERAN HEWAN

AND

UNIVERSITY OF CALIFORNIA
LOS ANGELES, CALIFORNIA

CONCERNING

"AUGMENTING SCIENTIFIC RESEARCH AND EDUCATION THROUGH
BIODIVERSITY RESEARCH"

Universitas Udayana, represented by The Fakultas Kedokteran Hewan, and the University of California represented by the Department of Ecology and Evolutionary Biology (hereinafter referred to as "UCLA"), both hereinafter referred to as the "Parties."

Desiring to strengthen scientific cooperation based on principles of mutual benefits;

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

HAVE AGREED AS FOLLOWS:

Article 1 Objectives

The objectives of the cooperation are:

1. To provide a framework for the exchange of scientific and technical knowledge in the pursuit of the development of a Biodiversity Research Center in Indonesia;
2. To establish a framework to promote research on the marine fauna of Indonesia through the activities of the Center;
3. To enhance scientific and technical capabilities for both Parties with respect to research on the marine fauna of Indonesia through the Center;
4. To promote the development of biodiversity data collection and research facilities of a Biodiversity Research Center;
5. To provide opportunities for technical and professional training in the field and in laboratory through formal education programs in Indonesia, and the United States through the joint development of a Biodiversity Research Center;
6. To increase technical capacity for marine biological and genetic research, including data collection and analysis software;
7. To promote the development of research library resources of both Udayana and UCLA with special reference to the collection of literature on the marine biology and biodiversity of Indonesia

Article 2 Scope of Activities

1. The activities of the cooperation under the Memorandum of Understanding (MOU) may consist of:
 - a. Exchange of scientific technical information and researchers/technicians;
 - b. Cooperative development of a Biodiversity Research Center.
2. Specific areas of cooperation may include—but are not limited to—such areas of mutual interest as follows:
 - a. Biodiversity inventories and taxonomic, ecological, phylogenetic, population genetic, and biogeographic analyses of marine vertebrate and invertebrate organisms;
 - b. Technical and professional training;
 - c. Project coordination and management;
 - d. Assistance with development of reference libraries, where possible;
 - e. Publication symposiums and seminars;

Article 3 Plan of Operation

A detailed description of the scope of activities conducted in Indonesia shall be defined in a plan of operation (PO), which constitutes an integral part of this MOU.

The PO shall be drawn up annually and agreed upon by the Parties, and approved by the Government of the Republic of Indonesia through the State Secretariat.

Article 4 Contribution of Udayana

In accordance with the prevailing laws and regulations in Indonesia, and subject to personnel, space and budget limitation, Udayana should:

1. Provide necessary basic facilities for the execution of the obligation of Udayana as specified in the PO;
2. Assist in arranging necessary the permits for approved UCLA expert staff, project collaborators, and students which are needed to enter and leave Indonesia whenever necessary, including their research, work and stay permits with local authorities and government institutions for joint Udayana and UCLA;

3. Assist in arranging the permits for export of materials for further analysis in the United States.
4. Help identify and assign qualified experts and researchers to assist the implementation of a Biodiversity Research;
5. Assist in arranging the exemption of taxes and duties for the import of equipment, supplies, and items required for the Biodiversity Research Center;
6. Provide approximately 600 square feet of space in the laboratory of Dr. I Gusti Ngurah Mahardika, and 200 square feet associated office space to support Center research and administrative activities as demonstration of cost-sharing.
7. Encourage and facilitate the continued collaboration between UCLA and other partnering institutions including Udyana University, Diponegoro University, and the State University of Papua;

Article 5 Contribution of UCLA

In accordance with the prevailing laws and regulations in the United States, and subject to personnel, space and budget limitations, UCLA should:

1. Provide necessary funding through USAID under program APS-09-014, if awarded, for the execution of obligations of UCLA as specified in the PO;
2. Provide funding for Indonesian faculty and student participation as outlined in proposal for USAID APS-09-014;
3. Assign qualified students, researchers and experts to assist in the implementation of activities under this MOU as proposed in USAID proposal APS-09-014;
4. Provide professional and technical staff for the fieldwork and laboratory studies associated with the proposed Biodiversity Research Center;
5. *Accept and train scientists from Indonesia on the project implementation if and when the required funding has become available;*
6. Help identify and create educational opportunities for the qualified Indonesian collaborators, by utilizing the staff of UCLA, their research contacts, and associated universities;
7. Arrange for the procurement of necessary supplies and equipment for the proposed Biodiversity Research Center if and when the required funding has become available.

8. Provide cooperative research and training opportunities at collaborating Indonesian Universities for US and Indonesian students through proposed activities of the Biodiversity Research Center
12. As this research would be funded by the proposal to USAID APS-09-014, funding commitments of UCLA are limited to the activities as allowed and detailed in this proposal and as potentially modified by USAID.

Article 6 Research Cooperation

1. LIPI and UCLA will each receive an agreed share of the specimens collected by Udayana and UCLA staffs and affiliates on collaborative projects, as specified by LIPI. However, the holotypes and unique specimens (defined as a single representative of a species collected in Indonesia during the course of the agreement) will remain to the host country;
2. The specimen collected under this MOU may be used for scientific research only, shall not sell, distribute or use the material for profit or any other commercial application. Any other uses are prohibited and must be dealt with a separate MOA/MOU document.
3. All activities under the present agreement shall be conducted in strict compliance with the terms and the spirit of the Convention on Biological Diversity (CBD), the Convention on International Trade in Endangered Species (CITES), and all other relevant international agreements and treaties;
4. Udayana and UCLA will inform each other mutually on their respective scientific activities related to the assessment of marine biodiversity, such as: field expeditions, conferences, and major publications; and will stimulate the participation of the other party in plans regarding such activities.

Article 7 Utilization of Equipment

During project work, both institutions may use supplies and equipment to undertake projects subject to any stipulations and/or contractual limitations required by relevant funding agencies;

At the end of the project, the final utilization of supplies and equipment will be determined by mutual agreement of the Parties, pursuant to the regulations imposed by NSF and UCLA grants and contracting office.

Article 8 Intellectual Property Rights and Publication

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 any 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 conducted under this MOU shall be jointly owned by both Parties, and both Parties shall be allowed to use such property for non-commercial purposes free of royalty. Should the intellectual property, 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 Party

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. Either Party wishes to disclose confidential data and/or information that 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.
 4. 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 United States by one of the Parties shall have to get prior written approval from the other Party on a case-by-case basis.
 5. Whenever either Party requires the cooperation of another party outside Indonesia and the United States for any commercial undertaking resulted from intellectual property covered by this MOU, this Party will give first preference of the cooperation to the other Party under this MOU, which will be waived, if the other Party is unable to participate in a mutually beneficial manner.
 6. Termination of this MOU shall not affect rights and/or obligations under this Article during 20 (twenty) years after termination.

Article 9
Limitation of the Personnel Activities

The Parties shall ensure that its personnel engaged in the activities under this MOU will not engage in any ventures or activities in Indonesia and the United States outside the program of cooperation under this MOU without the prior approval of their respective Government.

Article 10 Settlement of Differences

Any differences and controversy arising out of the interpretation or application and implementation of this MOU shall be settled amicably through consultation and negotiation between the Parties within the spirit of collaborations.

Article 11 Amendments

This MOU may be amended at any time by mutual written consent of the Parties. Such amendment shall form as an integral part of this MOU and shall enter into force on such a date as determined by the Parties.

Article 12 Duration and Termination

1. This MOU shall be in effect from the date of its signing and be valid for the duration of 3 (three) years from the date, and will be automatically renewed thereafter on an annual basis until the next 3 (three) years, unless terminated or replaced with a new MOU.
2. This MOU may be renewed, extended, altered or terminated by either Party by written notice given at least 6 (six) months in advance. In case the MOU ceases to have effect on account of the termination thereof, the provision of the PO shall continue to apply to extent necessary to secure the completion of existing activities/projects as agreed upon in the PO, based on Article 3.

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

Done in duplication at Jakarta on this 13 day of May in the year two thousand and ten, in the English language, both texts being equally authentic.

FOR
ANIMAL BIOMEDICAL AND
MOLECULAR BIOLOGY LABORATORY
FACULTY OF VETERINARY MEDICINE
UDAYANA UNIVERSITY



LABORATORIUM GENETIKA DAN
BIOLOGI MOLEKULER HEWAN
MAMALIA

Dr. I Gusti Ngurah Mahardika

FOR
THE UNIVERSITY OF CALIFORNIA,
LOS ANGELES



Dr. Paul H. Barber