



MEMORANDUM OF UNDERSTANDING

between

PATTIMURA UNIVERSITY
(Indonesia)

and

**INSTITUT DE RECHERCHE POUR
LE DEVELOPPEMENT**
(France)

ABOUT
SCIENTIFIC AND TECHNICAL COOPERATION

2021

PATTIMURA UNIVERSITY or UNIVERSITAS PATTIMURA (hereinafter referred to as "UNPATTI") a Public Higher Education Institution established in 1963 whose address is at Jln. Ir. M. Putuhena, Poka, Tik. Ambon, Maluku represented herein by its Rector, Prof. Dr. Marthinus Johannes SAPTENNO

on one hand,

AND

The FRENCH NATIONAL RESEARCH INSTITUTE FOR SUSTAINABLE DEVELOPMENT or INSTITUT DE RECHERCHE POUR LE DEVELOPPEMENT (hereinafter referred to as IRD), a public institution of a scientific and technological nature, no SIRET 180006025 00159, code APE 7219Z, the head office of which is located at "Le Sextant" 44 bd de Dunkerque, CS 90009, 13572 Marseille cedex 02, France, represented by its Chairwoman, Dr. Valérie VERDIER,

on the other hand,

hereafter individually called "the Party" and jointly called the "Parties"

WHEREAS

1. **HAVING REGARD TO** the Agreement concerning Cultural and Technical cooperation between the Government of the Republic of France signed on 20 September 1969 and referring also to the Agreement concerning Scientific Research and Technological Development between the Government of the Republic of Indonesia and the Government of the Republic of France signed on 8 May 1979;
2. **HAVING REGARD TO** the prevailing laws and regulations in the respective countries of the Parties as well as procedures, and policies on technological cooperation;
3. **CONSIDERING**
 - a. That the assignment of IRD is to promote and carry out in France and abroad any scientific research that aims to help economic, social, and cultural progress in developing countries;
 - b. That IRD is also intended to mobilize French and European research and higher education organizations, as well as other involved institutions, about any scientific issue connected to development, and to lead the reflection on these matters;
 - c. That UNPATTI is assigned as higher education institution on the fundamental role of scientific research and education in the generation, adaptation, and transfer of knowledge and technologies to address the complex issue of "Sustainable Agriculture and Biodiversity";
 - d. That UNPATTI desires to establish a strong and effective base for collaboration and ensure maximum harmony and synergy in the work of the two organizations towards their common goal of strengthening education and research;
 - e. That IRD and UNPATTI have common concerns in particular with regard to research for the development, as well as strengthening of scientific cooperation in Indonesia in the

fields of humanities, health sciences, agriculture sciences, marine sciences, environment and natural sciences;

- f. That IRD and UNPATTI are convinced that research in these fields must be reinforced through study, training and valorization initiatives conducted in cooperation;
- g. That IRD and UNPATTI are aware of the necessity to valorize their results and of their interest in strengthening their partnership;

THE PARTIES AGREE AS FOLLOWS:

Article 1 OBJECTIVES

This MoU aims to define a framework for cooperation, dialogue, and exchange of information, promotion, and monitoring of research activities, training, consultancy, and scientific information conducted in partnership between the Parties.

Article 2 SCOPE OF ACTIVITIES

1. Cooperation between the Parties is based on partnership, implemented through specific agreements referring to this MoU and specifying the purposes and the implementing rules of activities mainly pertaining to research, training, consultancy, and scientific information.
2. Each Party shall endeavor to take necessary steps to encourage and promote cooperation in the following areas:
 - a. Achievement, jointly or by either Party, or research programs or specific initiatives decided together;
 - b. Creation of international joint research units or laboratories;
 - c. Valorization of research results and technology transfer;
 - d. Training and capacity building activities in favor of research staff and students;
 - e. Documentation, information, scientific and technical valorization;
 - f. Participation in the events and activities for valorization and promotion of research
 - g. Search for international, national, or regional funding;
 - h. And, more generally, any other form of cooperation on which the Parties agree.
3. Activities will be focused on the following fields:
 - a. Humanities;
 - b. Health sciences;
 - c. Agriculture sciences;
 - d. Fishery and marine sciences;
 - e. Environment and natural sciences.
4. The joint projects may be opened up to other participants, including in a regional or sub-regional context.

Article 3 IMPLEMENTATION

1. To facilitate the implementation of this MoU, the Parties should 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 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 UNPATTI and a representative of IRD with participation of other agencies as appropriate. The representative for UNPATTI shall be Dr. rer. nat. Gino Valentino Limmon, and for IRD the sitting representative of IRD for Indonesia and Timor Leste (currently Dr. Jean-Luc LE PENNEC). The representation will tacitly be transferred to the successors of the currently sitting representatives.
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 that 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 be 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.
3. Each Party assures that it has subscribed the insurance policies covering its liability in the context of performing the present Agreement.
4. In the case a Party hosts third parties (especially students, visiting researchers) on the initiative of other Party, the latter shall ensure that the aforementioned third parties have subscribed all appropriate insurances, covering in particular their civil liability.
5. 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 Events as defined by the French Law.

Article 8
CONFIDENTIALITY

1. The Parties agree not to publish or disclose in any fashion 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 Agreement or the specific agreements.
2. The commitments of this article shall remain effective throughout the term of this Agreement and each specific agreement and five (5) years following their early termination or their respective expiry.
3. Any exceptions to this obligation of confidentiality shall be mutually agreed upon and subject to the approval of the representatives of each Party in charge of the follow-up and the supervision named in Article 2 above.
4. The Parties may however transmit said information to third parties for employees or program evaluation requirements, provided that they subject these third parties to the same obligation of confidentiality.

5. Shall not be considered as confidential the information for which the Party involved can prove:
 - a. That it had already knowledge of said information on the date of communication by the other Party;
 - b. That this information has been already published, disseminated or that it has come into the public domain, without any breach of this Agreement;
 - c. That the information has been subsequently received from a third Party having a right to dispose of.

ARTICLE 9 EQUIPMENT

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 equipment is jointly acquired by the Parties, they shall conclude a specific grant agreement to the benefit of the Party in charge of purchasing the equipment. This agreement shall define the financial breakdown of the purchase and shall designate the owner of the equipment, as well as the Party in charge of maintenance and repairs. This agreement shall also state the conditions of use of the equipment, as well as the modalities of funding the operating expenses.

ARTICLE 10 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 certify 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 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 equitable contribution. In such case, the object of the research activities conducted under this MoU shall constitute a part of contribution 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. Any scientific publication shall be conceived and written as joint publication with significant scientific contribution of the Parties and with recognized authorship according to the

- appropriate share on the publication and in respect to good scientific practice. The scientific publication initiating Party shall inform the other Party about intended manuscript, in order to give the other Party the opportunity to contribute to draft the publication jointly. In case of the other Party can or will not contribute to such scientific publication in an appropriate manner, it must be declared in written form to the initiator in due time.
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 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.
 5. 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.
 6. Termination of this MoU shall not affect rights and/or obligation under this Article.

ARTICLE 11 NAGOYA PROTOCOL

1. In consideration of the provisions of the Convention on Biological Diversity and Nagoya Protocol of October 29, 2010 on the access to genetic resources and to any associated traditional knowledge, the research activities on the latter shall be authorized by the national competent authority of the provider country, or the concerned traditional community if applicable. The provider shall confirm that s/he has been informed on the research project by the user and consents to provide access to genetic resources in situ and/or ex situ. Any applicant for a permit to access biological resources for commercial purposes or potential commercial implications must enter into a benefit-sharing agreement with each provider of access to the resources.
2. In the Indonesian context, ITB undertakes to obtain from the national competent authority and/or official provider, a permit to access to genetic resources in compliance with national law and international treaty.
3. IRD undertakes to use its best efforts to help ITB for compiling the authorization file and obtaining the permit.

ARTICLE 12 TRANSFER OF RESEARCH MATERIAL

1. Research materials are collected materials in the projects which will be defined in the material transfer agreement (MTA) of each research project between the researchers.
2. Transfer of any research materials collected by all project members, to be used in the Joint Research Program or by any third Party, shall require a MTA following the CBD and Nagoya Protocol guidelines and must be approved by the Parties.
3. The Parties will team to monitor the transfer process of the research materials in compliance with the regulation.

ARTICLE 13 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 provision of this Article shall not prejudice the prevailing laws and regulations of the Parties.

ARTICLE 14 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 conducting any religion propagation; and
- f. Refrain from involving in any intelligence /clandestine activities.

ARTICLE 15 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 16
SETTLEMENT OF DISPUTES

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

ARTICLE 17
ENTRY INTO FORCE, DURATIONS, AND TERMINATIONS

1. This MoU shall enter into force on the date of its signing.
2. This MoU shall remain in force for a period of five (5) years from that date, and may be extended or changed upon mutual written agreement by the Parties.
3. Either Party may terminate the MoU at any time by giving written notification to the other Party at least six (6) months prior to the intended date of termination.
4. This MoU shall terminate 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 does not allow to implement this MoU
5. The termination of this MoU shall not affect the validity and duration of any ongoing 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,

In Pattimura, on... 25-01-2022
for UNPATTI

In Marseille, on... 20/01/2021
for IRD



Prof. Dr. Marthinus Johannes SAPTENNO
Rector



Dr. Valérie VERDIER
The Chairwoman