

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PUBLIC AFFAIRS SECTION OF THE U.S. EMBASSY, JAKARTA
AND
UNIVERSITAS TANJUNGPURA, PONTIANAK**

The Public Affairs Section of the U.S. Embassy, Jakarta (hereafter referred to as PAS) and Universitas Tanjungpura, Pontianak (hereinafter referred to as UNTAN), by this Memorandum of Understanding (MOU) seeking to jointly establish a public access information center with print and non-print resources about the United States in central library of UNTAN to be known as the "American Corner.

Statement of Purpose

PAS and UNTAN agree to participate jointly in the American Corners program. Each has specific obligations and responsibilities under the terms of this MOU as stated below:

Responsibilities of PAS:

PAS is to provide the following support:

- a. An American Corner collection, including selected reference books, periodicals, and other multimedia resources such as commercial databases, DVDs, CDs, audio books, and CD-ROMs about the United States. PAS will also provide periodic supplements and updates to this collection depending upon availability of funds. At PAS discretion and with guidance from American Corner, PAS will select and purchase new print and electronic publications for inclusion in the American Corner's collection on topics including, but not limited to American studies, American English language, American English literature, English teaching, economics, management, business, politics, law and democratic societies, chosen to reflect PAS and the Corner's target audience. PAS is to supply the Corner with multiple copies of State Department-produced publications designed for public distribution. PAS also will provide materials on U.S. Government programs and grants, educational opportunities for dissemination at the Corner.
- b. Equipments, including a numbers of desktop computers, a notebook, audio/video player, television set, photocopier, fax machine, scanner, printer, digital camera, projector, computer peripherals and essential computer soft-wares, such as anti-virus and MS Office. At PAS discretion and with Corner's guidance, PAS is to replace broken PAS-provided equipments or upgrade them to insure continued Corner services and information access to Corner patrons.
- c. Research support and assistance will be provided by PAS/Information Resource Center (IRC) in the U.S. Embassy in Jakarta to the American Corner.
- d. Conduct U.S. Speaker programs, cultural events, educational and exchange programs and alumni activities at the Corner and provide coordination and information concerning similar PAS-sponsored activities.

- e. Collection of posters, exhibits/paper shows, flag and maps of the United States, as available, to provide artistic and visual information in the American Corner.
- f. Training and consultations for American Corner staff with concurrence of UNTAN. When and if possible, PAS will fund travel and per diem for American Corner participants in PAS-sponsored training programs at locations in other cities or other countries.
- g. Additional equipments and any infrastructure support required from the university will be negotiated as necessary on a case by case basis and agreed upon via addenda to this document.

Responsibilities of UNTAN

UNTAN is to provide the following support:

1. A separate space, free of charge for an American Corner in a location mutually agreed upon by PAS and UNTAN, to accommodate the Corner including its print and multimedia collections, its public access Internet site, and other related program activities. UNTAN shall provide all furnishings, including bookshelves, reading tables, chairs, and desks for the American Corner.
2. The support for the maintenance and operation of the American Corner, including electricity, water, air conditioning, and telephone service, as well cleaning and maintenance of the space provided (in some cases these facilities may be shared with UNTAN Central Library).
3. One separate Internet connection to allow American Corner to fully utilize computers and databases provided by PAS. UNTAN will also provide at least one phone line as well as a fax line and a separate e-mail address for the American Corner, in addition to a postal delivery address, in order to facilitate communication and connection between the Corner and the PAS-IRC (Information Resource Center) or other American Corners nationwide or users.
4. UNTAN shall assign a Director for the Corner and at least one full-time assistant. UNTAN will pay the salary costs for these personnel, including other relevant incentives. The Director will oversee, maintain, and monitor the Corner collections, and be proactive in providing users with information about the United States through the planning and conducting of a variety of information outreach programs. The full-time assistant should run the Corner in daily-basis and be capable of acting in the place of the Director, when necessary. Both Director and full-time assistant will have fluent English language skills, be familiar with library procedures, and be able to participate in periodic American Corner training. An annual review of employment is standard practice. The Director's performance shall be reviewed jointly by the university and PAS on the anniversary date of the MOU.
5. UNTAN shall ensure that the American Corner is publicized widely and regularly and that it is open at least 40 hours per week, to the members of the local community interested in learning about the United States or wishing to conduct academic research, as well as to students, faculty and staff of UNTAN and other public and private universities. All the services and facilities of the American

Corner will be provided free to the public. However, the Corner is permitted to charge "recycling" or recovery charges for photocopying and computer print-outs, as well as any already established membership fees charged by the host library. The American Corner shall not charge users for Internet and computer usage, using audio visual equipment, or other facilities other than those costs mentioned above

6. UNTAN will be responsible for the maintenance of all PAS-provided equipments, The maintenance of all hardware includes necessary replacement of units or parts, troubleshooting, and regular scheduled maintenance necessary to maintain the equipment good in working order.
7. The American Corner shall conduct programs of its own and host programs organized by PAS to promote mutual understanding between the United States and Indonesia. Programs proposed/requested by UNTAN from PAS can be provided occasionally based upon cost, availability of speakers, and feasibility. UNTAN shall provide support for ongoing program activities including refreshments, promotion, invitations, and other fees related to programs. UNTAN shall also be responsible for costs to invite moderators and speakers other than those provided by PAS-sponsored programs. Additional equipment needed for the Corner-owned programs shall be provided by UNTAN, unless special equipment is needed or requested by PAS-supported speakers, in which case PAS can assume the costs.
8. The American Corner will provide to PAS a short, simple and uniform monthly report of Corner usage statistics as required, as well as a description of ongoing program activities in a timely manner. Alerts for overdue reports will be sent to the Corner Director and the Rector Office for action.
9. UNTAN shall ensure that all electronic databases provided by PAS are used only for research and can be accessed only in the American Corner.
10. Employ all security measures necessary to confirm that the equipment and materials provided to the Corner under this MOU remain in the Corner and are not dispersed or damaged in any way.
11. UNTAN shall strictly observe copyright law for print, software and electronic media and enforce intellectual property protection for assets in the collection.

Availability of Funds

The obligation of PAS for performance of this agreement is contingent upon the availability of appropriate funds from which payment for these purposes can be made. No legal liability on the part of the U.S. Government for any payment may arise under this agreement beyond the terms stated in the Terms of Partnership Agreement.

Terms of Partnership Agreement:

1. This MOU between PAS and UNTAN shall be valid for a period of 2 (two) years effective from the date the agreement is signed by both parties.

2. This MOU will be renewed if, after a review by PAS and UNTAN, both agree to recommit to the partnership and execute a newly signed agreement.
3. Either signatory institution to the agreement may withdraw from the agreement upon formal, written notice of at least ninety (90) days to that effect.
4. In the event of termination, each party reserves the right to take possession of the equipment and materials for which it has proof of payment.

**For
Universitas Tanjungpura,
Pontianak**



**Prof. Dr. Thamrin Usman, DEA
Rector**

Date: 10/14/2011

**For
Public Affairs Section of the
Embassy of the United States of
America, Jakarta**

**Don Q. Washington
Counselor for Public Diplomacy**

Date: 10/14/2011