



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The Heart of Borneo Project**  
**And**  
**The University of Tanjungpura**

This Memorandum of Understanding is made this 1<sup>st</sup> day of February 2013 and runs for the duration of an agreed collaboration over a Research Project on the forests and forest dependent communities of the interior of Kalimantan. In particular the Research undertaken as part of this MoU will primarily focus on (but not be limited to) the forests surrounding the Muller/Schwane mountains that straddle the border between Kalimantan Barat and Kalimantan Tengah, in Kabupaten Kapuas Hulu and Sintang in Kalimantan Barat, and Kabupaten Murung Raya, and Gunung Mas in Kalimantan Tengah

We are signing below that :

Heart of Borneo Project

And

Tanjungpura University Pontianak - West Kalimantan Republic of Indonesia ("the Partner")

Whereas, The Heart of Borneo Project is a registered UK charity and an organization that is active in Biodiversity and Community Research and Conservation.

Whereas, the University whose vision is to be as a preservation institution and a scientific information centre in West Kalimantan.

Whereas, the Heart of Borneo Project and the Partner wish to collaborate on a Biodiversity and Community Assessment Report for the primary and secondary forests straddling the Muller/Schwane mountains, with additional relevant project areas to be included as and when agreed.

Whereas the Biodiversity Assessments will include studies of flora and fauna, their abundance, distribution, and interaction with each other, human interference, climate, geography, and changes therein.

Whereas Community Assessments will include studies of land and resource use (including forests, rivers, and agriculture), culture, local environmental impact (and associated mitigation projects), and the effectiveness of capacity building and sustainable development programs.

The research will be undertaken from March 2013 until March 2017, at which time the parties will decide whether to renew or retire the MoU.

The parties hereby agree to work together in the following manner and under the following conditions:

**1. PURPOSE**

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The Heart of Borneo and the Partner intend to work together to collaborate on Biodiversity and Community Research mentioned above of the Primary and Secondary Forests surrounding the Muller/Schwane mountains, and the Forest Dependent Communities therein ("the Project"), and have agreed, in principle and subject to contract, certain terms.

## **2. COOPERATION**

**2.1** The parties wish to establish a mutually beneficial relationship to carry out the Initiative and agree to collaborate on the Initiative in a form and on terms to be agreed. In particular, and always subject to formal legal agreement between them, the parties will endeavour to cooperate on the following activities:

- Joint proposal development
- Research Collaboration on the Initiative.
- Work/Project plan.
- Intellectual Property Rights.
- Research Result Analysis
- Meta data storage and management
- Scientific publication
- Facilitate the transfer/export of materials, specimens and samples.
- Patent
- Potential mutually economic benefits

**2.2** The parties will cooperate to comply with the obligations imposed on the Initiative by any sponsoring, funding, administrative or regulatory body.

## **3. Heart of Borneo Project Obligations**

**3.1** Heart of Borneo Project will co-ordinate the Initiative and will carry out the Initiative in conjunction with the Universitas Tanjungpura (UNTAN) who are the leading Scientific Partners, and other third parties as agreed.

**3.2** The Heart of Borneo Project will manage the funding of the Initiative, except where funding has been granted to both institutions through a joint proposal, in which case the funds will be managed jointly.

**3.3** The Head Scientist will comply with all obligations imposed on it by RISTEK or any other administrative or regulatory body.

**3.4** The designated Head Scientist will work closely with the Partner to conform to all RISTEK obligations and, in particular the Work/Project plan.

**3.5** The Head Scientist will ensure that the Partner has access to all information and materials to enable the Partner to fulfil its obligations.

- 3.6 The Heart of Borneo Project will work to provide opportunities, research tools and devices, trainings, and associated costs for Indonesian senior scientists, counterpart, academic staff, and students from the Partner to collaborate with the Initiative.
- 3.7 The Head Scientist will undertake to ensure that Partner researchers who are active in the Initiative are included on all appropriate publications either as authors when actively contributing to the publication or research or in acknowledgements.
- 3.8. All data (both sample specimens, field records, and laboratory results) collected and generated by the Heart of Borneo Project and UNTAN researchers will be stored at Universitas Tanjungpura and Heart of Borneo Project's office, and jointly managed by both parties.
- 3.9. Where agreed, equipment, research tools and devices purchased for joint activity will be stored as an asset at Universitas Tanjungpura (UNTAN) for capacity building, with priority of access and use given to activities related to this MoU.
- 4.0 The Heart of Borneo Project will share and develop research themes with the Universitas Tanjungpura (UNTAN) prior to beginning research in the field.

#### **4. PARTNER OBLIGATIONS**

- 4.1 The Partner will work with The Heart of Borneo Project to assist it in the carrying out of the Initiative.
- 4.2 The Partner will appoint an Indonesian Senior Scientist, with the participation of selected students and relevant academic staff, and act as the research counterparts.
- 4.3 The Partner will provide all necessary input, guidance, assistance, information and documents to enable designated Researchers to obtain and maintain a foreign research permit from Kementerian Negara Riset dan Teknologi (RISTEK) and to enable them to comply with any requirements imposed by RISTEK in respect of the Initiative for the Head Scientist of the Initiative.
- 4.4 The Partner will act as local Indonesian counterpart in respect of the Initiative in accordance with the rights and obligations of a Local Counterpart imposed by RISTEK.
- 4.5 The Partner will involve themselves actively in the Initiative and act as a full collaborator for project-level research in consultation with the Initiative's Head Scientist and designated assistants from Universitas Tanjungpura (UNTAN) and other third parties as agreed.
- 4.6 The Partner will ensure that necessary input, guidance, assistance, information and documents to enable the researchers, if required, to obtain permits for sample collection and export from LIPI (Indonesian Institute of Sciences) and PHKA (Directorate General of Protected Forest and Conservation Areas).

**5. CONFIDENTIALITY**

The Heart of Borneo Project and the Partner shall maintain in confidence all information relating to the other's business and activities which they may acquire pursuant to this MOU or as a result of working together on the Initiative and each agrees that they shall not, without prior written consent, disclose any of it to any party other than its employees or use any of it except with the approval of the other for the purposes of the Initiative.

**6. DURATION**

This Memorandum will continue in force for the duration of the existing research collaboration and can be extended as agreed.

**7. LEGAL EFFECT**

- 7.1** Except as set out in clause 5 above, this Memorandum is not intended to be legally binding or to give rights to any other rights or obligations and the parties accept that except for clauses, this Memorandum is only an expression of their current intentions.

Signed for and on behalf of  
The Heart of Borneo Project



Martin Holland  
Director Heart of Borneo Project



Signed for and on behalf of  
Tanjungpura University

Prof. Dr. Thamrin Usman, DEA  
Rector Tanjungpura University