

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE RESEARCH CENTRE FOR ENERGY, ENVIRONMENT
AND TECHNOLOGY - CIEMAT (SPAIN)**

AND

TANJUNGPURA UNIVERSITY (INDONESIA)

Madrid, May 27, 2015

BETWEEN

The Research Centre for Energy, Environment and Technology (hereinafter referred to as "CIEMAT"), with its seat at Avenida Complutense 40, 28040 Madrid, Spain, represented by Mr. Cayetano Lopez Martinez, General Director, designated by R.D. 69/2010, of 29th January (B.O.E. n°26, of 30th January 2010) and acting on behalf of and in representation of CIEMAT according to the authority empowered in him by R.D. 1952/2000 of 1st December (B.O.E. n°289 of 2nd December 2000), with CIF Q-2820002-J

on the one hand,

AND

The Tanjungpura University (herein after referred to as the "Institute"), an institute with its seat at Jl. Jend. A. Yani, Pontianak, Indonesia represented by Thamrin Usman, (Rector)

on the other hand,

Hereafter individually or collectively referred to as the "Party" or the "Parties" respectively;

CONSIDERING THAT:

1. The Parties are interested in exchanging expertise and collaborating in domains of common interest concerning research and academic activities, in particular in the fields of the environmental contamination and polluted sites recuperation;
2. CIEMAT and the Institute recognise the significant benefits which may result from a focused common effort towards the development of "green technologies", in particular phytotechnologies and bioremediation, for soil conservation and remediation;

IT IS AGREED AS FOLLOWS:

ARTICLE 1 - SCOPE

- 1.1 The purpose of this Collaboration Agreement (hereinafter referred to as the "Agreement") is to provide a framework to enable the Parties to collaborate in the following fields of common interest:
 - a) joint development of research projects;
 - b) interchange of information and of academic publications;
 - c) exchange of teaching staff and researchers;
 - d) sharing of subjects and courses.
- 1.2 Any Research and Development ("R&D") within the fields of the collaboration which is agreed between the Parties shall be organised on the basis of specific projects, the detailed

terms of which shall be laid down in an Implementation Agreement signed by both Parties. In case of ambiguity or conflict between the Implementation Agreement and this Agreement, the terms of the Implementation Agreement shall prevail.

ARTICLE 2 - FORMS OF COLLABORATION

A project may take any form deemed suitable by the Parties and compatible with the status and the regulatory framework of each Party within the fields of collaboration defined in Article 1.1, such as but not limited to:

- a) Exchange of scientific information which terms shall be approved by the Parties on a case by case basis;
- b) Organization of conferences, seminars, meetings, consultations and/or any other scientific event;
- c) Exchange of material, equipment, spare parts for analytical and experimental work;

ARTICLE 3 - PRINCIPLES GOVERNING IMPLEMENTATION AGREEMENTS

For the purposes of establishing an Implementation Agreement, the following principles shall apply to the Parties:

- The Parties shall make available intellectual property ("IP") in so far as possible for the execution of projects;
- The Parties shall make available, on an 'as-is' basis, equipment and infrastructure (the "Materials") required for the projects as defined between the Parties in the Implementation Agreement. The Parties do not provide any express or implied warranties of any kind concerning the Materials;
- Manpower figures for Implementation Agreements shall be determined in the light of the needs and the funds available. It is understood that all manpower on the site of the Party to which he/she has been seconded shall be subject to the rules, in particular the safety regulations, and procedures applicable on the site of this Party.
- The Parties shall carry out the projects on a "best effort" basis. They shall create, for each Implementation Agreement, an implementation committee composed of a representative of each of the Parties. Such committee shall be in charge of the follow-up and execution of the Project(s).

ARTICLE 4 - MONITORING AND REPORT

- 4.1 Each Party shall nominate an equal number of representatives who shall constitute the Implementation Committee which shall monitor the implementation of this Agreement:

- CIEMAT's representatives shall be: Dr. Yolanda Benito (Head of the Department of Environment) and Dr. Rocío Millán (Head of the Soil and Geology Division)
 - The Institute's representatives shall be: Dr. Ing. Seno Darmawan Panjaitan (Director of International Affairs Office Tanjungpura University) and Dr. Hanna Artuti Ekamawanti (Lecturer in Faculty of Forestry, Tanjungpura University)
- 4.2 In addition, the Implementation Committee will be in charge of the follow-up of this Agreement, which consists of:
- Identifying R&D proposals which could fall into the scope of the fields of the collaboration;
 - Approve unanimously each project in the light of the needs and the financial resources available. This approval does not derogate from the need for internal approval and official acceptance and signature by the Parties.
- 4.3 The Implementation Committee shall meet once a year. If necessary, it shall decide to hold extraordinary meetings in order to carry out the above tasks in a timely manner.

ARTICLE 5 - CONFIDENTIALITY

- 5.1 The Parties may disclose to each other information under this Agreement which the disclosing Party deems confidential (hereafter referred to as "Confidential Information").
- 5.2 Except as required by law, the receiving Party shall not disclose any Confidential Information to any third party and shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information.

ARTICLE 6 - INTELLECTUAL PROPERTY

- 6.1 In this Agreement, IP shall mean know-how and all other intellectual property protected by patents, copyrights and all similar rights, including applications for protection thereof.
- 6.2 When defining a project, the Parties shall in the corresponding Implementation Agreement detail their agreement with respect to IP. To the extent appropriate in light of the circumstances, they shall base their Implementation Agreement on the following general principles:
- a) information disclosed by a Party to the other Party shall not create any right in respect of that information for the Party receiving the information;
 - b) any IP resulting from the execution of the project (the "Results") shall be owned jointly by the Parties. The Parties shall take measures to adequately protect the Results.
 - c) the Results of the project could be published, (whereby each Party shall be named), provided always that the Parties shall ensure that publication shall not be incompatible with the protection of existing or as yet to be generated Results relating to the project.

- d) The Parties do not provide any express or implied warranties of any kind concerning the IP (whether CIEMAT IP or the Institution IP), including but not limited to non-infringement of third parties rights, merchantability or fitness for a particular purpose, and do not accept any liability with regard thereto.

ARTICLE 7 - FORCE MAJEURE

- 7.1 The term 'force majeure' shall mean any circumstance beyond the reasonable control of the Party invoking force majeure, including acts of nature, fire and war, which prevents such Party, wholly or partially, from performing its obligations under this Agreement. Strikes and other labour conflicts which do not form part of an industry-wide conflict shall not constitute force majeure.
- 7.2 The Party invoking force majeure shall notify the other Party forthwith in writing of the force majeure, giving details thereof, including the expected duration. It shall notify the other Party forthwith in writing when the force majeure ceases.

ARTICLE 8 - APPLICABLE LAW AND DISPUTE RESOLUTION

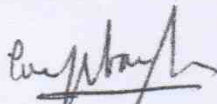
The terms of this Agreement shall be interpreted in accordance with the laws of Spain without reference to its choice of law principles, and the competent courts of Spain shall have exclusive jurisdiction with respect to disputes between the Parties, which arise under or relate to this Agreement.

ARTICLE 9 - DURATION AND TERMINATION

- 9.1 This Agreement shall enter into force upon signature by the authorized representatives of the Parties and shall remain in effect for a period of 5 (five) years. It may be renewed by the Parties by way of an amendment made in writing and signed by both Parties.
- 9.2 Except in case of force majeure, each Party shall be entitled to terminate this Agreement in the event that the other Party fails to honour one or several of its commitments thereunder.

In WITNESS WHEREOF, the Parties have signed the Agreement:

For CIEMAT



Cayetano Lopez Martinez
General Director

