



MEMORANDUM OF UNDERSTANDING

BETWEEN
PT NOKIA SIEMENS NETWORKS
AND
TANJUNGPURA UNIVERSITY

This memorandum of understanding is made by and between :

1. **PT Nokia Siemens Networks**, addressed at Menara Mulia Building 11th Floor, Jl. Jend. Gatot Subroto Kav 9-11, Jakarta 12930 (hereafter referred as the "Nokia Siemens Networks"); and
2. **Tanjungpura University (UNTAN)**, addressed at Jl. Ahmad Yani Pontianak 78124.

Nokia Siemens Networks and Tanjungpura University shall be jointly referred to as "the Parties" and severally "as the Party".

RECITAL:

- a) Nokia Siemens Networks and Tanjungpura University (UNTAN) intend to cooperate for the program of Short Message Service (SMS) for Kapuas river water ("Program"), with the terms and conditions set out in this MOU (Memorandum of Understanding).
- b) The Parties have agreed to enter into and sign this MOU, under the terms and conditions as follows:

Article 1
Purposes

- 1.1 Nokia Siemens Networks and Tanjungpura University intend to cooperate for the program of Short Message Service (SMS) for Kapuas river water ("Program"), with the terms and conditions set out in this MOU.
- 1.2 The Parties agree to cooperate on the preparation of the Program, with the description as follows:
- 1.2.1 Nokia Siemens Networks:
- Providing Budget for the initiatives; and
 - Design blue print of water quality measurement; and
 - Access and dealing with BPPT for Onlimo system procurement; and
 - Introduce ICT as part of water quality measurement and Management.
- 1.2.2 Tanjungpura University (UNTAN):
- Providing technical expertise on the initiatives.
 - Implementing the blue print.
 - Day to day monitoring, implementation and advised for technical side
 - University and student involvement and volunteering
 - Operator courses
 - Community education
 - One day seminar for decision maker and related government organization

Article 2
Activity Budget and Payment

2.1 Budget

Budgeted fund for the Program shall be further in the amount of 269,747,500 IDR (two hundred sixty nine million seven hundred forty seven thousands and five hundreds Rupiahs), set out in the Attachment 1, regarding "Project Budget".

2.2 Payment

- 2.2.1 Payment method for the fund 100 % upon signing of MoU, following schedules of internal NSN payment.
- 2.2.2 The payment will be transferred directly to a bank account registered in the name of Tanjungpura University: UNTAN, No Account : 0076051231 Bank BNI 46 Cabang Pembantu Untan Pontianak.

Article 3

Time Period

The period of this Agreement shall be from September 1st, 2010 to March 2nd, 2011.

The Program shall be completed by February 2nd, 2011 ("Completion Date")

Article 4

Reporting

1. Tanjungpura University (UNTAN) shall provide bi-monthly financial report to Nokia Siemens Networks, submitted 10 days after the second month;
2. Tanjungpura University (UNTAN) shall provide monthly narrative progress report, to Nokia Siemens Networks, submitted the latest by 10 days after the beginning of the first month;
3. Tanjungpura University (UNTAN) shall provide a final narrative report to Nokia Siemens Networks, submitted the latest by 10 days after the Completion Date.
4. Tanjungpura University (UNTAN) shall provide a final financial report to Nokia Siemens Networks, submitted the latest by 10 days after the Completion Date.

Article 5

Audits and Financial Record Inspection

As a part of its responsibility to donor rules and regulations, Nokia Siemens Networks is required to monitor Tanjungpura University (UNTAN) use of donor funds through site visits, periodic meetings, reviews of documentation supporting requests for reimbursements, or other means. Nokia Siemens Networks may decide additional monitoring procedures that necessary to ensure Program compliance.

Article 6

Substantial Involvement

The following substantial involvement of the Nokia Siemens Networks is anticipated during this implementation of the Agreement:

1. Tanjungpura University (UNTAN) and Nokia Siemens Networks will be involved in the monitoring of progress towards achievement of program objectives during the course of the program. Monitoring activities will include but not limited to : site visits, periodic meetings and other measures necessary to monitor activities under this Agreement
2. Tanjungpura University (UNTAN) and Nokia Siemens Networks will meet to review project progress, consultations, etc, as appropriate.

Article 7

Confidentiality

The Parties shall hereby guarantee that they will keep all data and information relating to the finance, business, marketing, products and other services in their knowledge or arising hereunder as secret and they will not divulge the same to any Third Party of no interest therein for any reason whatsoever during and following the expiration hereof, except for things that have come into public domain or are required to be divulged by provisions of the applicable laws, as of the signing date hereof for 5 (five) years.

Article 8

Notification/Correspondence

1. Every notification required or allowed hereunder (hereinafter referred to as "Notification") shall be made in writing and declared to have been received:
 - a. on the date of receipt of such notification by the party concerned if delivered in person; or
 - b. on receipt of written confirmation from the recipient if delivered through registered mail; or
 - c. on the date of delivery if delivered through facsimile, or email.
2. Notification shall be addressed to the following addresses:

PT NOKIA SIEMENS NETWORKS	TANJUNGPURA UNIVERSITY (UNTAN)
Menara Mulia Building 11th floor Jl. Jend Gatot Subroto Kav 9 -11 Jakarta 12930 Att. : Lord Mangaraja Div. : Human Resources Dept	Departement of Civil Engineering, Tanjungpura University Jl. Ahmad Yani Pontianak 78124 Att. : Henny Herawati, ST, MT. Div. : Head of Department Civil Engineering

Any change in address must be notified in writing by the relevant party the other within a period of 7 (seven) working days following such changes.

Article 9

Miscellaneous

1. Any amendments to the matters provided herein may be conducted only upon approval of the Parties as set out in the form of amendment or addendum, which shall constitute inseparable part hereof.
2. In case of any difference in the interpretation of the implementation of the provisions herein, the Parties shall agree to settle the same in a mutual consensus within a period of 30 (thirty) calendar days. In case of failure to achieve mutual consensus by the Parties, the parties shall agree to settle the same through the District Court of South Jakarta.
3. The implementation of this MOU shall be subject to the provisions and laws and regulation of the Republic of Indonesia.
4. Each Party agrees that refrain from, and prevent employees and partners from paying or offering to pay bribes or other illicit payments to customers, government officials or employees, political parties or candidates, or other third-parties in order to obtain or retain business or any improper advantage.
5. Each Party and its employees must avoid activity that could induce other Party's employees to have a conflict of interest.
6. A Party may terminate this MOU with a 30 days prior notice.

In relation with the termination of this MOU, the Parties hereby wave the provision in Article 1266 and 1267 of the Indonesian Civil Code to the extend of requirement of judicial or court's decision or judgment for the termination of a contract or agreement, so that for the purpose of termination of the MOU, no such judicial or court's decision or judgment shall be required or necessary.

This MOU shall be made in faith to be made and entered into 2 (two) original counterparts, respectively having above an equal sheet paper with internet and equal force of law following the signing thereof and equal legal force following the signing thereof by the Parties.

PT Nokia Siemens Networks



By:

Name: Irvandi Ferizal

Title: Head of Human Resources

Date: September 1st, 2010

Place: Jakarta

Tanjungpura University



By:

Name: Ir. M. Iqbal Arsyad, MT

Title: Vice Rector IV (Cooperation,
Planning and Information System)

Date: September 1st, 2010

Place: Jakarta

Witnesses:

Name: Henry Herawati

Title: Untan

Date:

Place:

Name: Heru Dwi W.

Title: BPP

Date:

Place: