
MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CENTER FOR INTERNATIONAL FORESTRY RESEARCH

AND

THE TANJUNGPURA UNIVERSITY

Initials CIFOR:  200-DG-20102014
Initials UNTAN: 19484/UN22/DN/2014

This MEMORANDUM OF UNDERSTANDING ("MOU") is made on [insert date] between:

- (1) **The Center for International Forestry Research**, an international organization, whose principal address is at Jl. CIFOR, Situ Gede, Bogor Barat 16115, Indonesia ("CIFOR"); and
- (2) **The Tanjungpura University**, an education and research state institution, whose principal address is at Jl. Prof Dr Hadari Nawawi, Pontianak, Kalimantan Barat, Indonesia ('UNTAN').

CIFOR and UNTAN are hereinafter collectively referred to as the "Parties" and individually as the "Party".

PREAMBLE

Whereas CIFOR is a non-profit global organization dedicated to advancing human-well-being, environmental conservation, and equity. CIFOR conducts research to help inform policies and practices that affect forests in developing countries. CIFOR is a member of the CGIAR Consortium. Our headquarters are in Bogor, Indonesia, with a global presence in Asia, Africa and South America.


Whereas UNTAN is a state university which activities focused on both education and research in various topics including forestry and other related subjects under the Ministry of Education and Culture, Republic of Indonesia.

Whereas CIFOR and UNTAN have common, mutual objectives in the area of scientific research, capacity and institutional building and wish to complement each other's efforts in these areas.

Therefore, in support of specific collaborative agreements and activities between them, CIFOR and UNTAN hereby agree to enter into this MOU according to the terms set forth below.

ARTICLE 1 – OBJECTIVES

- 1.1 The purpose of this MOU is to set forth the common understanding between the Parties with regard to shared goals and to facilitate collaboration in the following areas:
 - 1.1.1 Development of co-operative research programme and publication of the results
 - 1.1.2 Internship program for lecture and students
 - 1.1.3 Exchange of information, academic materials and publications

Initials CIFOR:  200-DG-20102014
Initials UNTAN: 19484/UN22/DN/2014



ARTICLE 2 – ACTIVITIES

- 2.1 Subject to funding, the Parties agree to carry out the following activities in order to achieve the objectives of this MOU:
- 2.1.1 Exchange scientific information, materials and related equipment, visits of scientists as well as planning and implementing collaborative research activities.
 - 2.1.2 Produce scientific articles in high-impact factor journals.
 - 2.1.3 Disseminate results of the joint research to relevant and potential partners and stakeholders
- 2.2 Should funding become available, activities and responsibilities of the Parties shall be detailed in specifically developed agreements and workplans.

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property created, generated and improved in collaborative research between the Parties may be solely or jointly owned.
- 3.2 The Parties shall use their best endeavors to provide the widest possible access to all intellectual property and research results owned and generated in the course of their collaborative work.
- 3.3 Specific provisions relating to rights on intellectual property of CIFOR and UNTAN will be included in research or other agreements entered into between the Parties.


ARTICLE 4 – CONFIDENTIALITY

- 4.1 Parties shall hold in confidence all documents marked "confidential" disclosed by one party to the other. In case of oral disclosure of confidential subject matter, the disclosing party shall reduce the confidential subject matter (including marking it "confidential") to writing within thirty (30) days after disclosure.
- 4.2 Confidential information shall only be disclosed to persons assigned by the Parties who are directly involved in the collaboration.
- 4.3 Unless superseded by specific agreements, Article 4 shall survive the termination of this MOU.

ARTICLE 5 – DURATION

- 5.1 This MOU shall commence on the date first above written and remain valid for five years unless terminated sooner by the Parties under Article 5.2. The

Page 3 of 5

Initials CIFOR:  200-DG-20102014
Initials UNTAN: 19484/UN22/DN/2014



Parties may, however, extend the term of this MOU for additional periods as desired under mutually agreeable terms and conditions which the Parties reduce to writing and sign.

- 5.2 Either Party may terminate this MOU upon three (3) months prior written notice to the other. Such notice of termination will only be given by either Party after full discussion with the other Party of the reasons for the proposal to give such notice. Such termination must provide for the orderly completion of any collaborative project which may still be in the process of implementation.

ARTICLE 6 - AMENDMENT

This MOU may be amended in writing and signed by the duly authorized signatories of the Parties.

ARTICLE 7 - NOTICES

All notices, requests, demands or other communication given or made in connection with this MOU shall be in writing and delivered or sent to the relevant Party at its address as set out below or such other address as the addressee has, by 14 (fourteen) days' prior written notice specified to the other Party:

UNTAN : Prof. Dr. Thamrin Usman, DEA
Universitas Tanjungpura
Jalan Daya Nasional
Pontianak, Kalbar

Fax No. : 62 561 739637



E-mail address : untan_59@untan.ac.id

Attention : Dr Farah Diba
farahdiba1611@gmail.com

CIFOR : Dr. Peter Holmgren
Director General
The Center for International Forestry Research
Jalan CIFOR, Situ Gede
Bogor Barat 16115

Fax No. : +62 251 8622 100

Attention : Kumar Tumuluru
Director, Finance and Administration,
k.tumuluru@cgiar.org
(for financial and administrative related matters)

Initials CIFOR:  200-DG-20102014
Initials UNTAN:  19484/UN22/DN/2014

Dr. Robert Nasi
r.nasi@cgiar.org
(for science and research related matters)

ARTICLE 8 - LEGAL EFFECT

This MOU is intended only to set forth the general understanding of the parties with respect to their future collaboration. It is not intended to be legally binding, nor to create evidence or imply any contract, obligation to enter into a contract, or obligation to negotiate future contracts.

ARTICLE 9 - LANGUAGE

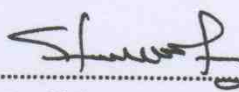
This MOU is made in the English language.

ARTICLE 10 – SETTLEMENT OF DISPUTES

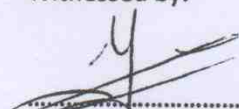
- 10.1 The Parties shall endeavor to settle by direct negotiation through amicable means any disagreements between them in respect of this MOU, failing which all disputes arising out of or in connection with this MOU shall be finally settled under UNCITRAL Arbitration Rules by one or more arbitrators appointed in accordance with the said Rules.
- 10.2 This MOU shall be governed by general principles of law to the exclusion of any national system of law. Such general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts 2010.

AGREED by the Parties through their authorized signatories:


For and on behalf of CIFOR,


.....
for Peter Holmgren
Director General

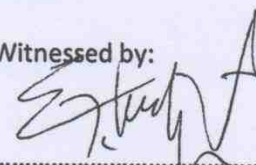
Witnessed by:


.....
Dr. Yves Laumonier
Seconded Scientist

For and on behalf of UNTAN,


.....
Prof Dr Thamrin Usman DEA
Rector

Witnessed by:


.....
Dr Ir Gusti Hardiansyah MSc QAM
Dean Forestry Faculty

Initials CIFOR:  200-DG-20102014
Initials UNTAN:  19484/UN22/DN/2014