



Academic Agreement

Between

Department of Geography, College of Arts and Sciences,

University of Oregon

And

Magister of Environment,

Universitas Tanjungpura

Magister of Environment, Universitas Tanjungpura (hereinafter "UNTAN") and The Department of Geography, University of Oregon (hereinafter "UO") do hereby agree to establish the following cooperative Academic Agreement (hereinafter "Agreement") in the fields of joint research entitled **Holocene fire history in West Kalimantan, Indonesia: The vulnerability of a primary rain forest to fire encroachment.**

Article 1 Purpose

(1) UO and UNTAN (hereinafter, collectively as the "Parties," or individually as the "Party") shall provide mutual coordination and cooperation in accordance with the terms and conditions set forth herein or in the agreement memorandum or other arrangement executed hereunder in the spirit of reciprocity, in areas, such as research activities, education activities, and global academic and cultural exchanges, in which the Parties can provide mutual cooperation.

Article 2 Cooperative Matters

The Parties shall cooperate on the following matters in accordance with this Agreement.

- (1) Exchanges of both Parties' members
- (2) Exchange of scientific materials, publications and information
- (3) Details on implementation of the cooperative project set forth above shall be consulted on, agreed to, and confirmed in a written document by and between the Parties.

Article 3 Intellectual Property

- (1) In order to preserve the integrity of intellectual property, as well as to ensure its proper administration and application arising as a result of the Agreement, both UO and UNTAN agree to cooperate to achieve the most mutually beneficial solution for both Parties. When necessary, separate agreements shall be established for each item of intellectual property

identified. Both Parties shall endeavor to resolve any matters related to intellectual property amicably and in a constructive manner.

- (2) Any sample shall be collected and analyzed by UO is regulated according to a material transfer agreement (MTA) between two parties will be agreed and signed

Article 4 Protection of Personal Information

- (1) Based on the Agreement, both UO and UNTAN agree not to divulge or expose any personal information obtained through the performance of the Agreement to any third party except in the cases where
 - a. The prior written consent of relevant person is obtained;
 - b. The laws and regulations allow or compel the disclosure of the relevant information;
 - c. It is necessary for the protection of the life, body, or property of a certain individual;
or
 - d. A competent authority requests disclosure of the relevant information. This provision shall survive after the termination of this Agreement.

Article 5 Confidentiality Agreement

- (1) The Parties hereto shall be obligated to keep strictly confidential any information which is specified as confidential and disclosed by either Party to the other in the form of documents, information, and goods, whether given orally, in writing, by electronic media or any other means. The Parties shall not use any confidential information for any purpose other than that of this Agreement. The Parties hereto shall neither divulge nor expose such to any third party without the prior consent of the other Party. In the event a Party discloses the above-described documentation and information, etc. to the other Party in a form other than in writing, it shall notify the other Party of the fact within seven (7) days following the disclosure.
- (2) Notwithstanding the preceding paragraph, the Party receiving such information shall not be under the confidentiality obligations provided for in the preceding paragraph if such information was:

- a. Already in the possession of the Party receiving it at the time of disclosure by the other Party;
 - b. Publicly known at the time of disclosure by the other Party;
 - c. Released into the public domain after disclosure through no fault of the Party receiving it; or
 - d. Properly obtained from a third party acting with the authorization or consent of the Party disclosing it, without bearing confidentiality obligations.
- (3) The provisions of the preceding two paragraphs shall survive any expiration or termination of this Agreement.

Article 6 Liability

- (1) During the performance of the Agreement, when either Party is responsible for losses and damages inflicted on or suffered by the other Party, the Party responsible shall compensate the other Party for actual losses and damages (not including indirect damage or consequential loss or damage) suffered.

Article 7 Matters for Discussion

- (1) Circumstances and matters, which are not addressed in any of the Articles of the Agreement, shall be decided upon on each occasion through discussions, and negotiation by both Parties.
- (2) This Agreement is concluded on equal terms between the Parties, and the Parties shall fulfill in good faith their obligations assumed under this Agreement

Article 8 Notice

- (1) Any notice including, but not limited to, change, report, termination, offer, or approval made in relation to this Agreement shall be made to the address designated by each Party in writing (including e-mail or facsimile if e-mail addresses or facsimile numbers have been exchanged). For facsimile notices, the original shall be delivered to the appropriate address within a reasonable time period.
- (2) The above notice shall be effective upon actual receipt. In case of a facsimile notice, it shall be effective at the time recorded in the receiver's facsimile machine on the condition that the original is delivered within a reasonable time period. E-mail shall be effective as notice hereunder if confirmation of receipt is made through reply e-mail. However, e-mail shall not be available in respect to modification, termination, or assignment of the Agreement.

Article 9 Period of Validity

- (1) The Agreement shall become effective on the date of signing for five years.
- (3) On the condition that no requests for termination of the Agreement from UO or UNTAN have been received at least six (6) months prior to the expiration date of the Agreement, it shall be automatically extended for a one-year period. Furthermore, this process shall be applied for all subsequent years.

Article 10 Amendments and Termination of the Agreement

- (1) The Agreement shall not be amended or terminated without the agreement of both UO and UNTAN.

Article 11 Jurisdiction

- (1) Any and all disputes arising in connection with this Agreement or any agreement, memorandum or any other form of arrangement (either oral or written) executed hereunder shall be resolved through arbitration in accordance with the Arbitration Rules of the Republic of Indonesia, and the United States of America. The award of the arbitration shall be final and binding upon the Parties.
- (2) This Agreement shall be documented in written form using two original copies, each signed by both UO and UNTAN, and affixed with the official seals of the signatory party representatives. Each signatory party shall keep a signed original.

Pontianak, ¹³ April 2017

Date (Month Day, Year):

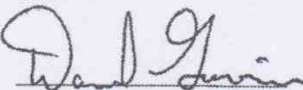
Gusti Anshari
Head of Magister of Environment,
Universitas Tanjungpura
Jl. Daya Nasional, Pontianak
Kalimantan Barat 78124, Indonesia


Signature

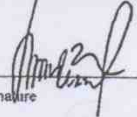
Eugene, April ¹² 2017

Date (Month Day, Year):

Daniel Gavin
Head of the Department of Geography
University of Oregon
Eugene, OR 97403-1251
USA



Signature

Radian
Dean, Faculty of Agriculture
Universitas Tanjungpura
Jl. Prof.Dr. Hadari Nawawi, Pontianak
Kalimantan Barat 78124, Indonesia


Signature

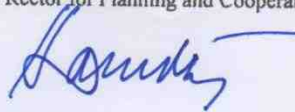
13 April 2017

Carol Stabile
Associate Dean, College of Arts and Sciences
University of Oregon
Eugene, OR 97403-1251
USA


Signature

April 12, 2017


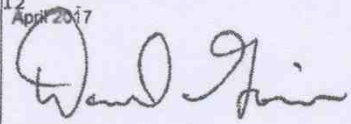
Signed for Rector of Universitas Tanjungpura
Vice Rector for Planning and Cooperation,
17 April 2017



Prof. Dr. H. Arkanudin, M.Si
NIP 196110251988031002

EXHIBIT E: NON-COMMERCIAL
MATERIAL TRANSFER AGREEMENT FOR SOIL MATERIALS (for chemical and physical analysis)

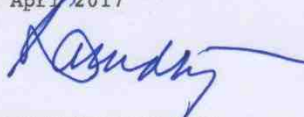
This is agreement between Post Graduate Studies, Magister of Environment, Tanjungpura University. In which Magister of Environment, Tanjungpura University agrees to provide to the Recipient the materials. This agreement form is intended for material transferred to eligible researcher(s) at a non-profit institution for scientific purposes only and designed to promote scientific research and exchange.

Indonesian Collaborator's Name and Institution: Dr. Gusti Zakaria Anshari Magister of Environment, Tanjungpura University	E-mail Address: gzanshari@life.untan.ac.id , mil@untan.ac.id	Request date:
Recipient's Name and Position: Dr. Daniel Gavin Associate Professor	Recipient's Institution & Address: Department of Geography University of Oregon Eugene OR 97403-1251 USA [dgavin@uoregon.edu]	
Description of Materials (a list can be attached): See attached list of soil and wood charcoal samples.		
Transfer of soil material for chemical and physical analysis is allowed only under the following terms and conditions:		
<ol style="list-style-type: none"> 1. The Material that is covered in this agreement is soil and wood charcoal, which was provided by Magister of Environment, Tanjungpura University (UNTAN) 2. The Materials will be used solely for research and testing Purpose by the Recipient only in the Location (s) identified above. The recipient agrees that the Materials will not be used for any other purpose unless a written permission from Magister of Environment, Tanjungpura University is obtained. 3. The Material should be made available to Indonesian researchers if it is necessary for future research purposes. 4. Standard procedure to air-dry the soil samples will be performed in Indonesia. A part of the dried Material may be transferred to Recipient laboratory with written consent from Magister of Environment, Tanjungpura University. 5. Any costs related to the processing of the collection shall be the responsibility of the Eligible Recipient. 6. The Recipient shall have no rights in the Materials other than as proceeded in this Agreement. After termination of the project, any unused material left outside Indonesia can be used under new mutual agreement between Parties. 7. The Recipient agrees to provided Magister of Environment, Tanjungpura University, with a brief report, on the uses to which the Materials have been put and to disclose to Magister of Environment, Tanjungpura University, all information relating to any assessment, analyses, modifications or improvements of the Materials. 8. The Recipient shall ensure that its employees, officers and agents comply with the obligations imposed upon the Recipient by this Agreement as if personally bound by such obligations. 9. The Recipient will use the Materials in compliance with all laws, governmental regulations and guidelines in Indonesia 10. For any publication produced from the research, the Indonesian collaborator's name shall be written as co-author. 		
By Signing Below, I Acknowledge That I Have Read And Understood This Agreement between Magister of Environment, Tanjungpura University, and Department of Geography, University of Oregon, and that I Agree to Comply with its Terms and Conditions. Failure to comply with its terms and conditions will be made known internationally.		
Signature of Indonesian Collaborator 13 April 2017  Gusti Z. Anshari	Signature of Recipient 12 April 2017  Daniel Gavin	

Signature of Dean, Faculty of Agriculture, Universitas Tanjungpura 13 April 2017  Radian	Signature of the Associate Dean of the College of Arts and Sciences, University of Oregon 12 April 2017  Carol Stabile
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Signed for Rector of Universitas Tanjungpura
Vice Rector for Planning and Cooperation,

17 April 2017



Prof. Dr. H. Arkanudin, M.Si
NIP 196110251988031002