

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INDONESIAN INSTITUTE OF SCIENCES
AND
THE DEUTSCHE FORSCHUNGSGEMEINSCHAFT
CONCERNING
SCIENTIFIC AND RESEARCH COOPERATION**

Indonesian Institute of Sciences (hereinafter referred to as LIPI) and the Deutsche Forschungsgemeinschaft (hereinafter referred to as DFG), both of them hereinafter referred to as the Parties;

Referring to the Minutes of Meeting between Indonesian Institute of Sciences and the Deutsche Forschungsgemeinschaft, signed at Jakarta, February 2, 1996;

Desiring to strengthen scientific relations, research cooperation, and technology based on principles of equality, respect, and mutual benefits;

Pursuant to the prevailing laws and regulations in their respective countries as well as their respective government procedures and policies on international technical cooperation;

HAVE AGREED AS FOLLOWS:

**Article 1
Objective**

The objective of the cooperation under this Memorandum of Understanding (hereinafter referred to as MoU) is to promote and develop mutual cooperation in the fields of research, science, and technology of both Parties.

Article 2
Scope of Cooperation

The activities of the cooperation under this MoU shall include mutual fields of interests as follows:

1. Joint research projects.
2. The mobility of young scientists both on a postdoctoral and postgraduate level, by facilitating the use of existing funding opportunities [such as the ones offered by the University Research Training Groups ("Graduiertenkollegs")] supported by DFG.
3. Exchange of researchers including to prepare the ground for individual research cooperation, e.g. preparatory or consultative visits as well as bilateral seminars in either country that can be expected to contribute, to explore, and to verify potentials for collaboration.
4. Exchange of scientific materials, publication, and information.
5. Other activities mutually agreed upon by the Parties.

Any cooperative activity to be implemented under the scope of this MoU (Specific Project) shall be agreed upon in writing between the Parties.

Article 3
Joint Guidelines

For the purpose of the implementation of the MoU, the Parties shall develop Joint Guidelines to provide means of implementation of the program that will become an integral part of this MoU. The Specific Projects shall be implemented in conformity with the Joint Guidelines.

The Joint Guidelines shall especially provide for terms regarding:

1. Deciding specific issues for joint research programs and Specific Projects and setting the schedule for such activities.
2. Exchanging views on legal issues and any other matters agreed upon by the Parties.

Article 4
Participants

Participants in programs or Specific Projects under this MoU will be scientists belonging to scientific institutions and/ or universities approved by DFG and LIPI respectively.

Article 5
Financial Arrangement

1. All financial arrangements to pursue any above activities are to be negotiated between the Parties and subject to the availability of funds of each Party and the applicable laws and regulations of each side.
2. When appropriate the Parties can jointly seek funding from external sources to support their cooperative activities upon prior written consent from both Parties.

Article 6
Exchange of Researchers

Researchers and personnel will be exchanged in the field of all natural, engineering, social sciences, and humanities. The number of researchers and personnel to be exchanged and other related issues will be determined by mutual agreement between both Parties when necessary.

Article 7
Contribution of the Parties

In accordance with the prevailing laws and regulations in Indonesia, and subject to the availability of funds, LIPI shall:

1. Provide necessary basic facilities for the execution of the research cooperation as specified in the Implementing Agreement regarding the Specific Project.
2. Assign qualified technicians, researchers, and experts to assist the implementation of activities under this MoU.
3. Assist in arranging the necessary permits for approved DFG members or the German Participants of a Specific Project who are needed to enter and leave Indonesia whenever necessary.
4. Provide accommodation and hospitality for German experts approved by LIPI who come for preparatory and consultative visit or who attend a bilateral seminar or workshop.
5. Other activities will be agreed by both Parties.

DFG shall:

1. Facilitate opportunities of postgraduate and postdoctoral program for Indonesian scientists by use of existing funding opportunities supported by DFG.
2. Provide hospitalities and amenities, including per diem expenses and domestic transportation, that is not included in the international travel for researchers, who come for preparatory and consultative visits or who attend a bilateral seminar.
3. Other activities will be agreed by both Parties.

Article 8

Intellectual Property Rights, Results

1. The Parties shall request that researchers and their institutions and/or universities (Participants) enter into written arrangements to ensure the effective protection and distribution of intellectual property rights resulting from the Specific Projects funded under this MoU.

2. Specific Projects shall be conducted in accordance with the regulations of this MoU, the Joint Guidelines and the implementing agreement covering the Specific Project (Implementing Agreement).
3. The Parties assure that the Participants shall jointly own any foreground Intellectual Property in accordance with the provisions specified in the Implementing Agreement which shall be developed taking into account:
 - a. the intellectual contributions of each Participant;
 - b. the financial contributions of each Participant;
 - c. the contributions of background intellectual property, research effort and preparatory work of each Participant;
 - d. the value of objects and/or material used as a basis of the research activities;
 - e. the material used in the activities;
 - f. the facilities provided by each Participant;
 - g. legal considerations; and
 - h. such other relevant considerations as the Participants may agree upon.
4. Implementing Agreements shall include provisions for checking for and protection against infringement of Intellectual Property Rights of third parties. Unless the Parties decide otherwise, Implementing Agreements shall be legally binding documents.
5. The Parties shall use their best endeavors to ensure that prospective Participants in a Specific Project enter into a confidentiality agreement with each other before they exchange information about their Intellectual Property or other relevant information.

Article 9

Settlement of Dispute

Any differences arising out of the interpretation or implementation of this MoU shall be settled amicably by consultation or negotiation between the Parties.

Article 10
Amendment and Duration

1. Any amendment to this MoU can only be made in writing by mutual consent of the Parties.
2. The MoU shall become effective on the date of its signing and be valid for a period of 5 (five) years. It can be extended or renewed in writing by mutual consent of the Parties. For this, the Parties will notify in writing of its intention to terminate or to extend this MoU in due time.
3. The termination of this MoU shall not affect the validity of the Implementing Agreements agreed upon under this MoU.

IN WITNESS WHERE OF, the undersigned, authorized representatives, have signed this MoU.

Done in duplicate in Jakarta on the 20th of February, 2008, in English Language, both texts being equally authentic.

FOR
DEUTSCHE
FORSCHUNGSGEMEINSCHAFT e. V.

FOR
INDONESIAN INSTITUTE
OF SCIENCES



Matthias Kleiner
President

