



MEMORANDUM OF UNDERSTANDING
between
UNIVERSITAS SRIWIJAYA, INDONESIA
(UNSRI)



and
THE CENTER FOR INTERNATIONAL FORESTRY RESEARCH
(CIFOR)

Number: 0026/UN9/MoU.UPT.KLI/2018

This Memorandum of Understanding (Memorandum) is made between Universitas Sriwijaya, Indonesia (UNSRI), Jalan Palembang-Prabumulih, KM.32, Indralaya, Kabupaten Ogan Ilir, Sumatera Selatan, Indonesia 30662, and The Center for International Forestry Research (CIFOR), Jalan CIFOR, Situ Gede, Bogor Barat 16115, Indonesia.

UNSRI and CIFOR 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 System Organization. Our headquarters are in Bogor, Indonesia, with a global presence in Asia, Africa and South America.

Whereas UNSRI is a public university established in 1960, which has two campuses located in Palembang and Indralaya South Sumatra Province Indonesia. In accordance with its mandate, UNSRI continues to play an active role in developing science, technology and arts, foster a progressive program of academic invention and research activities, as well as to contribute in nation building through the provision of qualified trained educated human resources. UNSRI always strives to be able to participate in improving the welfare of the community, improving the quality of life, and at the same time maintaining environmental and cultural sustainability. These efforts are being made to achieve the goal that UNSRI will continue to develop into one of the world's leading universities. Moreover, UNSRI also performs to establish mutually beneficial and strengthening cooperation with various parties, both government and private, both from within and outside the country.

The Parties wish to enter into this Memorandum to promote co-operation between them and to strengthen innovative collaboration in mutually acceptable fields of teaching, learning and research.

Now the Parties mutually confirm and agree to the following:

1. GENERAL AREAS OF CO-OPERATION

- 1.1. UNSRI and CIFOR agree that they intend to promote cooperation through such activities and/or programs relating to, but not limited to:

- a) Education and research;
 - b) Technical/Joint-study;
 - c) Strengthening capacity of institutions;
 - d) Technical assistants;
 - e) Training of staffs;
 - f) Information exchange and awareness-raising activities;
 - g) Joint supervision;
 - h) Joint publication, conference, technical workshop and seminar; and
 - i) Any other fields related.
- 1.2. Both institutions acknowledge that programs and activities enumerated are not exclusive and the Parties may agree to include such other programs and activities as may be mutually acceptable and identified later which shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular program or activity and such shall be negotiated as required.
- 1.3. UNSRI and CIFOR may, within their respective financial, technical and educational capacities, cooperate to promote and develop programs in technological education.
- 1.4. UNSRI and CIFOR shall each designate a coordinator to manage any program activities. Each Party shall nominate and appoint a coordinator from its staff to coordinate activities and facilitate the development of such joint activities.

2. SCOPE OF COLLABORATION

UNSRI and CIFOR agree and acknowledge that collaboration may develop in the following programs, but not limited to:

- a) Technical/joint-study in the following shared thematic area: peatland restoration and community livelihoods improvement;
- b) Capacity development for researchers as well as other relevant stakeholders to improve their technical and academic capacity related to the shared thematic areas of the two Parties;
- c) Information exchange and awareness-raising activities through joint technical workshop, meetings and seminars in common interests;
- d) Conducting collaborative research on paludiculture theme and other mutually agreed topics which is in line to peatland restoration and renewable energy in Indonesia;
- e) Strengthening capacity of institutions, individuals and other related stakeholders related to the shared thematic areas of the two Parties;
- f) Joint Research and Development (R&D) subject to the written agreement of both parties.
- g) Cooperation in the field of teaching, research and publications.
- h) Other areas of cooperation agreed upon by both parties.

3. COST AND EXPENSES, BINDING AGREEMENTS AND FINANCIAL ARRANGEMENTS

- a) Any costs and expenses incurred in the negotiation, preparation and execution of this Memorandum must be paid by the Party that incurred them.

- b) The Parties may enter into binding agreements, from time to time, with regards to any specific project or activity including but not limited to those set out in clauses 1 and 2 above.
- c) The Parties acknowledge and understand that any costs, expenses and financial arrangements with regard to any project or activity pursuant to or arising from this Memorandum will be subject to negotiation and prior written agreement and that any binding agreement will be subject to the availability of funds.

4. OWNERSHIP

Ownership of any intellectual property rights and/or any other property with regards to any specific project or activity including but not limited to those set out in clauses 1 and 2, should be negotiated by the Parties and subject to a prior written agreement.

5. DURATION AND TERMINATION

- a) This Memorandum shall commence on the date of the last Party to sign this Memorandum and shall remain in force for 5 (five) years unless terminated by one of the Parties giving 3 (three) months notice to the other.
- b) This Memorandum shall be reviewed at the end of 2 (two) years to determine the effectiveness to continue or terminate.
- c) If either Party reasonably considers that it is prohibited under any law or regulation from continuing with this Memorandum, then the notice period to terminate this Memorandum may be immediate.

6. RELATIONSHIP BETWEEN THE TWO PARTIES

The Parties acknowledge that this Memorandum does not create or evidence a relationship between them of commercial partnership, joint venture, employer/employee or agency. No part of this Memorandum is to be interpreted as to allow any other cooperation or business organization to register on behalf of the two Parties or appoint one of the Parties as the agent of the other Party.

7. CONFIDENTIALITY

The Parties may enter into binding confidentiality agreements regarding any confidential information that a Party may wish to disclose to the other Party.

8. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws and regulations in force in the jurisdiction of each cooperating Party, in respect of activities taking place in that Party's jurisdiction and the Parties will submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

9. NOTICES

Any notices, approval, application or any form of communication that is required to be given by any Parties under this Memorandum shall be in writing to the nominated

representatives set out below (or such other persons as may be advised in writing from time to time) and shall be deemed to be sufficiently served:

- a) In the case of delivery by hand, on the day of delivery.
- b) In the case of delivery by post (prepared post), on the 7th (seventh) business day after posting.
- c) If emailed, when the receiving Party acknowledges having received the email with an automatic read receipt being transmitted to the originating Party
- d) In the case of communication by facsimile, on the sender receipt of transmission report which purports to confirm that the address has received such facsimile.

UNSRI Nominated Representative

Contact person : Dr. Ir. A. Muslim, M.Agr
Position : Vice Rector for Public Relation, Cooperation and Information System
Universitas Sriwijaya
Address : Jalan Palembang-Prabumulih, KM.32, Indralaya, Kabupaten Ogan Ilir, Sumatera Selatan, Indonesia 30662
Telephone no. : +62711580645/+62711580069
Facsimile no. : +62711580644
Email Address : oia@unsri.ac.id

CIFOR Nominated Representative

Contact person : Kumar Tumuluru
Position : Deputy Director General – Operations
Address : The Center for International Forestry Research
Jalan CIFOR, Situ Gede, Bogor Barat 16115
Telephone no. : +62 251 8622 622
Facsimile no. : +62 251 8622 100
Email Address : k.tumuluru@cgiar.org
(for financial and administrative related matters)

Himlal Baral, Senior Scientist, h.baral@cgiar.org
(for science and research related matters)

10. AMENDMENTS

- a) This Memorandum may be amended or varied by mutual consent of both Parties and such amendments or variation shall be in writing and signed by duly authorized representatives of each UNSRI and CIFOR.
- b) Such agreed amendments or variation shall be part of this Memorandum.

11. SPECIAL PROVISIONS

- a) Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate written agreements.
- b) This Memorandum is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties, that this Memorandum

provides a framework that outlines the major areas within which co-operation and collaboration will proceed and which may, lead to a legally binding agreement(s) to be drafted and executed in the future.

- c) This Memorandum is to be executed in the English language.
- d) This Memorandum constitutes the entire Memorandum between the Parties and any prior arrangements, understandings, representations or undertakings relating to the subject matter of this Memorandum are superceded.
- e) Prior to the initiation of any particular programme or activity, the universities shall consult and agree in writing regarding the specific areas and details of cooperation within the framework of this Memorandum.

12. PUBLIC STATEMENTS AND USE OF NAME AND LOGO

- a) Each Party will ensure that before any public statements (including statements to the media or articles relating to their joint activities) are released or published, the prior written consent of the other Party is obtained.
- b) No Party will have the right to use the name or logo of another Party without that Party's prior written consent and compliance with any other conditions attached to such consent.

13. ACKNOWLEDGEMENT AND COMPLIANCE

The Parties acknowledge that they may be required to meet certain obligations under the laws and regulations applicable in their own jurisdiction and in the jurisdiction of the other Party, including but not limited to sanctions laws; export control laws; privacy and data control laws; work, health and safety laws; immigration laws and laws relating to provision of education to international students. Each Party understands and acknowledges that such laws and regulations may affect or restrict this MOU and/or the activities contemplated under this MOU. The Parties acknowledge that in any activities or projects contemplated by this MOU they will comply with all laws and regulations of their own jurisdiction and take all reasonable steps to ensure compliance with the laws and regulations of the other Party's jurisdiction where requested to do so by the other Party provided such compliance is not in breach of any law or regulation of a Party's own jurisdiction.

In Witness, thereof, the Parties hereto hereby set their respective signatures on this date.

Signed by and for and on behalf of

UNIVERSITAS SRIWIJAYA

Prof. Dr. Ir. H. Anis Saggaff, MSCE

Rector

Date : July 20, 2018

Signed by and for and on behalf of

THE CENTER FOR INTERNATIONAL FORESTRY RESEARCH

Robert Nasi

Director General

Date : July 20, 2018