

**MEMORANDUM OF UNDERSTANDING
(MoU)**

between

**THE STATE UNIVERSITY OF JAMBI,
INDONESIA**

and

**THE FRENCH AGRICULTURAL RESEARCH CENTRE FOR
INTERNATIONAL DEVELOPMENT
(CENTRE DE COOPERATION INTERNATIONALE EN
RECHERCHE AGRONOMIQUE POUR LE DEVELOPPEMENT),
FRANCE**

CONCERNING:

**Collaboration to reinforce sustainable development in agriculture and improve capacity
building**

BY AND BETWEEN

The CENTRE DE COOPÉRATION INTERNATIONALE EN RECHERCHE AGRONOMIQUE POUR LE DÉVELOPPEMENT, (hereinafter referred to as "**CIRAD**") having its registered office at 42 Rue Scheffer, 75116 Paris, France, duly represented by Prof. Alain RIVAL, in his capacity as Resident Regional Director for South East Asian Island Countries

on the one hand,

AND

The UNIVERSITY OF JAMBI (hereinafter referred to as "**UNJA**"), an institution of higher learning established under the Ministry of Education and Culture of the Republic of Indonesia, located at Jl. Raya Jambi - Muara Bulian KM.15 Mendalo Indah Muaro Jambi, Jambi, Indonesia duly represented by Prof. Hera SUTRISNO, in his capacity as Rector.

CIRAD and **UNJA** are hereby individually referred to as a "**Party**" and collectively as "**the Parties**".

WHEREAS

- the mission of CIRAD is to undertake research activities and capacity building in the fields of agriculture and environment in tropical and subtropical regions, and in partnership with the national and international institutions for research, development and higher education,
- the mission of UNJA as a higher education institution is to foster scientific research and education through the generation, adaptation and transfer of knowledge and technology to address the complex issue of Sustainable Development
- CIRAD and UNJA are willing to contribute to the intensification of the scientific and higher education cooperation between France and Indonesia and between Europe and the ASEAN.

The Parties consider it shall be their mutual interest to cooperate in a spirit of mutual understanding in order to promote the advancement of scientific research supporting life sciences, social sciences and engineering sciences, applied to agriculture, food and rural territories.

The Parties are willing to undertake purposely collaborative research and education programs.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: Objectives

- 1.1 The present Memorandum of Understanding (hereinafter referred to as the “MoU”) is not intended to be a legally binding document, and shall not be considered, in any way, to create any type of enterprise, mandate, working contract, Economic Interest Group or association between the Parties. The MoU is meant to describe the nature and to suggest the guidelines of the cooperation between the **Parties** as described hereafter. Nothing there upon shall diminish the full autonomy of either **Party** nor will any constraints be imposed by either **Party** upon the other carrying out the present MoU.
- 1.2 This MoU aims at defining a framework for cooperation, dialogue and exchange of information and staff, promotion and monitoring of joint research activities, training, lecturing, and tutoring conducted in partnership between the Parties. The present MoU provides a basic framework and it will provide a basis for more specific collaborative scientific projects conducted in partnership between UNJA and CIRAD (hereinafter “Projects”), which will be governed by Memoranda of Agreement (MoA) with the view to developing and enriching the activities in research and education of two partners.
- 1.3 The specific Projects shall encompass a wide range of possible interventions involving exchange of information and human resources, including but not limited to :
 - (1) Development of mutually beneficial academic and training programs;
 - (2) Exchange of curricula and staff for purposes of teaching, research and extension;
 - (3) Reciprocal assistance for visiting academics, staff and students;
 - (4) Coordination of joint research and transfer of technology;
 - (5) Exchange of documentation and research and education materials in fields of mutual interests.
- 1.4 In the event that subsequent MoA are signed by institutes/departments/research units from both parties to govern specific Projects, the terms and conditions of these MoA supplement this MoU, and in case of conflict prevail over this MoU.

ARTICLE 2: Collaborative activities

- 2.1 The main areas identified for scientific collaboration are:
 - (1) Supporting the transition to more sustainable, inclusive food systems
 - (2) Promoting biodiversity as a lever of development and resilience
 - (3) Implementing an integrated plant, animal and ecosystem health approach
 - (4) Focusing on territories as levers for sustainable, inclusive development
 - (5) Helping farming systems in the global South adapt to climate change

- 2.2 In agreement with the aforementioned purposes, the **Parties** agree to undertake the following activities:
- To identify program areas for joint activities;
 - To collaborate in field research, including technical assistance and training as needed;
 - To encourage recommendations and proposals from faculty members and research staff from the **Parties** to conduct joint activities;
 - To facilitate the mobility of research staff, lecturers, engineers, graduate/ undergraduate students between the **Parties** in order to enhance education skills and international exposure and experience ;
 - To seek financial support from external donors for collaborative research and training activities ;

ARTICLE 3: Follow-up and supervision

- 3.1 Each party shall appoint a Representative in charge of the follow-up and supervision of the MoU.

The Representative for UNJA is: XXXXXXXX

The Representative for Cirad is Prof. Alain RIVAL, the Resident Regional Director for South East Asian Island Countries.

Representatives of the Parties shall keep up close relationship, in order to coordinate and develop collaborative activities.

- 3.2 A Steering Committee will be organized annually in order to examine any question concerning - among others - the current scientific cooperation, the budget, the exchange of staff and the valuation of results stemming from joint research projects. The Steering Committee will comprise at least two members from each **Party**, including its own Representative. Other scientific personalities or qualified experts may be invited for advice on specific questions when deemed necessary by either **Party**. The Steering Committee shall issue an annual progress report.

ARTICLE 4 – Funding

- 4.1 The present MoU does not include any financial obligation by any Party. The two Parties will join their efforts to identify and secure financial resources for future scientific research and training activities.
- 4.2 The Parties hereby agree to implement activities described by the present MoU within the framework of the rules and regulations applicable in each of the institutions and subject to availability of funds and resources.

ARTICLE 5 – Publications

- 5.1 The **Parties** agree to keep themselves mutually informed of the undertaken activities and of the results obtained.
- 5.2 Each **Party** agrees not to publish, divulge or use, in any way, the scientific, technical, industrial, financial or commercial information belonging to the other party, obtained in or during the execution of the present MoU, as long as the information remains outside the public domain.
- 5.3 If the **Parties** appeal to external providers, trainees or PhD students for the implementation of parts of the Projects, those will be compelled with the same confidentiality rules as described in the clause 5.2. above.
- 5.4 The Parties shall foster publication of results emerging from the scientific cooperation – such as scientific articles - in particular for further educational and research purposes. Yet such publication shall fully comply with the dispositions of each MoA. The **Parties** are entitled to use the result of their scientific cooperation for further educational and research purposes, including the right to publish the results. The publication may be joint or separate as determined in each Specific Research Agreement, which shall also contain any specific arrangement about the intellectual property resulting from the joint activity concerned.

ARTICLE 6 –Property & Exploitation

- 6.1 The common property of the results originating from specific collaborative Projects implemented by the Parties within the framework of the present MoU (hereinafter “**Common Results**”) will be fostered. Unless specified otherwise in the MoA, the Common Results shall belong jointly to the **Parties**, in proportion to their intellectual, financial, human and in-kind contributions. The Parties acknowledge that specific provisions in each MoA might prevent such agreement to be implemented.

- 6.2 The technical information, results, materials, know-how and processes obtained by a **Party** before or apart from any joint activity and made available as part of a joint activity, remain the exclusive ownership of this **Party**.
- 6.3 The Parties acknowledge that the protection of the Common Results by Property Titles or other ways shall be defined in each MoA.
- 6.4 The Parties acknowledge that the economic, industrial or any exploitation of the Common Results shall be defined in each MoA.

ARTICLE 7 – Confidentiality

- 7.1 Partners agree not to disclose to anyone information belonging to the other party and agree not to make any announcement of any nature in respect to this agreement without the consent of the other party.
- 7.2 During the term of this Agreement and for a period of five (5) years thereafter, each **Party** agrees to consider as confidential and not to disclose, unless specifically authorized in writing by the other party:
- any information and/or know-how which is held or owned by the other party and which is disclosed in connection with the collaboration of the Parties under this Agreement,
 - any Common Results (as defined in Article 6)
 - any information which is designated as proprietary by the disclosing Party by any notice in writing, (collectively referred to as “**Confidential Information**”).
- 7.3 The confidentiality obligations stipulated above shall not apply to information for which the receiving Party can prove that it:
- had a public nature or was already in its possession prior to its communication,
 - fell within the public domain after such communication through no fault of its own,
 - is received from a third party without any breach of any secrecy obligation,
 - is subsequently developed by or for the receiving Party independently of the Confidential Information received from the other party,
 - had to be communicated to comply with applicable laws or regulations or with a court order provided that, insofar as reasonably possible, it shall have informed the other party of such need and shall have complied with its reasonable.
- 7.4 The Parties shall impose, to the maximum extent permitted by applicable law, the same confidentiality obligation on any person who may have access to the **Confidential Information**, including but not limited to:
- their affiliates,
 - their employees or any other person working for them,
 - their subcontractors,
 - any third parties intervening in the collaboration.

Article 8 – Access and transfer of biological material

- 8.1 Whenever specimen of plants or any other biological material are required to be collected and/or sent abroad for whatever reason, the parties shall comply with all applicable rules and regulations governing the access and/or transfer of such material.
- 8.2 If biological resources are provided or shared among the Parties during the Agreement, the Parties undertake to sign a **Material Transfer Agreement**, hereinafter referred to as "**MTA**" prior to any provision or exchange.
- 8.3 Similarly, if the Parties should use biological resources from third parties, a **MTA** will be signed and will state conditions for the use, access to and sharing of benefits arising out of the use of the biological resource.
- 8.4 The **MTA** will set out the conditions for use of such resources, it being hereby agreed between the **Parties** that this resource collaboration constitutes a sharing of benefits within the meaning of the Nagoya Protocol.
- 8.5 No rights of a commercial nature or licences may be granted or implied by the provision of biological resources to either of the **Parties**, except where agreed otherwise.
- 8.6 If the **Parties** should need to use a biological resource for the purposes of commercial exploitation, it shall be their responsibility, prior to any commercial exploitation, to negotiate in good faith the conditions for such exploitation, under the Convention on Biological Diversity (CBD) adopted in Rio de Janeiro on 22 May 1992 and entered into force on 29 December 1993 and the International Treaty on Plant Genetic Resources for Food and Agriculture *ITPGRFA* which entered into force in 2004.
- 8.7 The **MTA** will set out the conditions for use of such resources, it being hereby agreed between the Parties that this resource collaboration constitutes a sharing of benefits within the meaning of the Nagoya Protocol.

ARTICLE 9 - Exchange of personnel

- 9.1 Within the framework of this MOU, the **Parties** shall, if needed for the implementation of a Specific Research Agreement, exchange or make available some of their scientific and technical personnel in the buildings of the other party.

- 9.2 The assignments are subjected to the approval of the host **Party**. In this respect, the **Parties** agree to communicate between them any useful vocational information before a final decision is made, the host Party reserving the right to accept or not the applicant proposals.
- 9.3 The staff of each Party remains under the scientific control of the **Party** to which they belong. However, staff are subjected throughout their assignment to the general discipline rules of the host **Party**. In this respect, any useful instruction will be provided to him or her by the host Party at the time of his assignment. Each **Party** and the staff shall respect regulations of the country of the host **Party**. Each **Party** assists the other one in the knowledge and the practical application of the laws and specific regulations to its Country.
- 9.4 The host **Party** shall facilitate the reception of the detached staff, in particular for the administrative approaches with respect to the host country and of the countries in which he/she will have to intervene. This includes the delivery of research visa, work permit, research permits and any other mandatory document to implement research activities in the country in accordance with national regulation.

ARTICLE 10 – Duration of MoU

- 10.1 The present Memorandum of Understanding will take effect for five (5) years from the date of last signature by both **Parties** and it can be subject to extension through a written and signed addendum. Either Party may, if deemed necessary, terminate the present Memorandum of Understanding by giving a six months' notice through a registered letter with recorded delivery to the other Party.

ARTICLE 11 – Rules and Governing Law

- 11.1. The Parties undertake to implement the cooperative Projects according to the prevailing laws and regulations in their respective countries as well as procedures, and policies of their respective institution.
- 11.2. In case of staff exchange or assignment under the MoU, the personnel, which shall remain under the authority of each respective Party, have to observe faithfully the terms of these MoU.
- 11.3. This MoU is subjected to the French laws and regulations.
- 11.4. In the event of a dispute relating to the validity, interpretation, performance, or termination of the Agreement, the Parties undertake, prior to any other recourse, to make their best efforts to find an amicable solution.
If the disagreement persists, the case will be brought before the competent French Courts.

Executed in two (2) copies in English language.

In witness where of the undersigned, representing their respective institutions, hereby sign and approve the agreement in duplicate.

Signed at : 

Date :  15th June 2020



University of Jambi

Represented by :

Prof. Drs. H. Sutrisno., M.Sc., Ph.D

Signed at : Montpellier

Date : June 15th, 2020

CIRAD



Represented by :

Prof. Alain Rival