



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is between:

- (A) **National University of Singapore** (hereafter referred to as “NUS”), acting through the Asia Competitiveness Institute (hereafter referred to as “ACI”) at the Lee Kuan Yew School of Public Policy (hereafter referred to as “LKYSPP”);
- and
- (B) **Indonesian Agency for Agricultural Research and Development, Republic of Indonesia**, or Badan Penelitian dan Pengembangan Pertanian, Republik Indonesia (hereafter referred to as “IAARD”).

WHEREAS

LKYSPP and IAARD are entering into this MOU to cooperate in enhancing the knowledge on agricultural development of both parties and other related activities of mutual interest to both parties.

1. Objective and scope of MOU

- 1.1 The Parties agree to cooperate in enhancing the knowledge of human resources of both parties, based on the principles of mutual learning and respect (the “Objective”).
- 1.2 In view of Objective, Parties agree about the following activities:
- a) Collaborate in research and knowledge sharing activities;
 - b) Facilitate knowledge and technology transfer to increase the capacity of LKYSPP and IAARD staff on methodologies related to agricultural studies;
 - c) Jointly or individually produce publications to enhance knowledge about agricultural research and development.
 - d) Human resources development of IAARD staff through training and higher education related to management of public administration and policy development in agriculture.
- 1.3 The areas of research and/or issues related to the Objective include but are not limited to:
- a) Agriculture competitiveness
 - b) Environment and natural resources economics and policy
 - c) Agricultural sustainable development

2. Deliverables

2.1 Parties intend that the deliverables produced as a result of their cooperation are to be as follows:

- a) Authorship and co-authorship for joint publications;
- b) Joint use and dissemination of research results;
- c) Annual progress report on activities and any research output of parties cooperation;
- d) Jointly or individually write policy papers and briefs on agriculture related topics; and
- e) IAARD staff to be trained at LKYSPP.

3. Roles and Responsibilities of Parties

3.1 Subject to the availability of funding and resources, LKYSPP and IAARD may:

- a) Allocate staff time as co-researcher(s) and co-writer(s) of policy papers and policy briefs in relation to the Objective;
- b) Share data as both parties see necessary and deemed appropriate for any related research activities;
- c) Jointly host a seminar in Jakarta, Indonesia, and Singapore, on an annual basis in relation to the Objective;
- d) Allocate staff time as trainers and participants of the trainings that parties intend to conduct (topics to be agreed).
- e) Allocate funding for research and further studies of IAARD staff at LKYSPP.

3.2 In addition, subject to the availability of resources and funding,

NUS may consider the following:

- a) Providing full or partial scholarships to IAARD staff for their further studies at LKYSPP;
- b) Providing research facility, including office space, access to NUS' library and accommodation for IAARD staff if any such staff is engaged as exchange fellows at NUS.

IAARD may consider the following:

- a) Providing funding necessary for further studies of IAARD staff at LKYSPP;
- b) Providing research facility, including office space, access to IAARD library and other facilitations needed for LKYSPP if any such LKYSPP staff are engaged as exchange researchers at IAARD.

4. Arrangements and Funding

- 4.1 To implement the collaborative activities envisaged under this MOU, representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programmes of cooperation, including the terms for their financing, with each other and with other parties provided that neither Party shall have the power to bind the other the Party without the other Party's consent in writing.
- 4.2 The financial arrangement (including the payment of expenses which shall include but not limited to, salary, living and allied costs) relating to each collaborative activity will be in accordance with the specific project agreement and programme of cooperation covering each collaborative activity.

5. Intellectual Property, Inventions and Innovations

- 5.1 The terms with respect to title to and exploitation of intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patent, know-how, designs and confidential information on the subject of such intellectual property, inventions and innovations) (the "Intellectual Property") will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation referred to in Clause 4 in the absence of any express agreement to the contrary as to the ownership of the Intellectual Property in relation to any material, case studies, papers, briefs, opinions and/or works which are jointly contributed to by both Parties (the "Joint Works"), the intellectual property in such Joint Works shall be jointly owned by both Parties as tenants in common. Save as aforesaid, nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.
- 5.2 All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

6. Publication of Articles

- 6.1 Each Party may, with the written consent of the other Party, such consent not to be unreasonably withheld, publish the findings of the collaborative activities of the Parties in the form of article in a journal, newspaper, book or other magazine, provided that where an application for registration of trademark, service mark or design, or an application for patent, will be made, such as an article shall not be published for period up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the Party whose written consent is required hereunder prior to publication of the same for that Party's perusal and written consent.

7. Representation to the Public and Confidentially

- 7.1 Neither Party shall use the name or logo of the other Party for any purpose, whether in relation to any advisement or other form of publicity, without obtaining the prior written consent of the other Party.
- 7.2 Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this MOU is in effect.
- 7.3 All information furnished in relation to this MOU by one Party to the other, which is clearly identified as proprietary or confidential at the time of disclosure or confidential by its very nature, will be kept confidential by receiving Party, and this will not be disclosed to any third otherwise that to carry out the provisions of this MOU, unless otherwise agreed in writing between the Parties.
- 7.4 The provisions of Clause 7.3 above will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released by law; and information which is rightfully received by the receiving Party from third parties without any breach of confidentiality obligations.
- 7.5 Clauses 7.3, 7.4 and 7.5 will survive the expiry or termination of this MOU for one (1) year from the date of expiry or termination of this MOU.

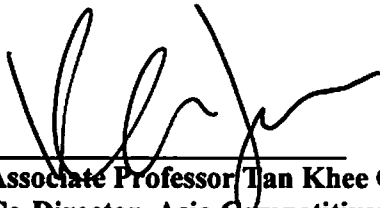
8. Duration of MOU

- 8.1 This MOU shall come into effect on **1 October 2014 and shall be valid until 31 October 2017**. The MOU will be evaluated annually and may be renewed for further periods of time by way of mutual written agreement of the Parties.
- 8.2 The MOU may be terminated by either Party with notification to other Party at least six (6) months prior to the effective date of termination. The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.

9. Non-Binding Nature of this MOU

- 9.1 Despite the statement and obligations expressed herein and save for Clause 5, 6, 7, and 8, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties. Clauses 5, 6 and 7 shall survive the expiry or termination of this MOU and shall be legally enforceable in accordance with their terms in any court of competent jurisdiction.

SIGNED for and on behalf of National University of Singapore, acting through the Asia Competitiveness Institute at the Lee Kuan Yew School of Public Policy



**Associate Professor Tan Khee Giap
Co-Director, Asia Competitiveness Institute
Lee Kuan Yew School of Public Policy
National University of Singapore**

Date 14 - 10 - 2014

SIGNED for and on behalf of Indonesian Agency for Agricultural Research and Development, Republic of Indonesia (IAARD),



**Dr. Agung Hendriadi, M.Eng f
Executive Secretary
Indonesian Agency for Agricultural Research and Development (IAARD)**

Date 14 - 10 - 2014