



**UNIVERSITÀ DI NAPOLI  
L'ORIENTALE**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL RESEARCH AND INNOVATION AGENCY  
OF THE REPUBLIC OF INDONESIA  
AND  
UNIVERSITÀ DI NAPOLI L'ORIENTALE  
ON  
RESEARCH AND INNOVATION COLLABORATION**

National Research and Innovation Agency of the Republic of Indonesia which has its registered office at Jenderal Gatot Subroto Street 10, South Jakarta - 12710, (hereinafter referred to as BRIN), and Università Di Napoli L'Orientale, which has its registered office at Naples, in Via Chiatamone 61/62, Italy (hereinafter referred to as "UNIOR"), hereinafter referred to individually as the "Party" and collectively as the "Parties".

**Desiring** to establish collaboration between the Parties and explore opportunities to develop, support and enrich the research activities, education and training in the fields of mutual interests that will be beneficial to the Parties;

**Pursuant to** the prevailing laws and regulations in their respective countries as well as the procedures and policies of their respective governments;

**HAVE REACHED** the following understandings:

**ARTICLE 1  
OBJECTIVE**

The objective of this Memorandum of Understanding (hereinafter referred to as "MOU") is to establish and promote research and innovation collaboration in the fields of mutual interest between the Parties on the basis of equality and mutual benefit.

## **ARTICLE 2**

### **AREAS OF COOPERATION**

The Parties agree to promote activities to enhance their research centers and academic research in the following areas:

- a. archaeology;
- b. manuscripts;
- c. oral tradition;
- d. language; and
- e. literature;
- f. other areas of cooperation as mutually agreed in writing by the Parties.

## **ARTICLE 3**

### **FORMS OF COOPERATION**

The forms of cooperation under this MOU are the following:

- a. joint research projects;
- b. capacity building, including but not limited to short courses, training, visiting for lecturers, professors, researchers, experts and staff;
- c. joint scientific meeting such as symposia, seminars, workshops and conferences on topics of mutual interests;
- d. joint publications;
- e. library development; and
- f. other form of cooperation as mutually agreed upon in writing by the Parties.

## **ARTICLE 4**

### **IMPLEMENTATION**

1. For the implementation of this MOU, the Parties shall conclude project arrangement(s) for each specific cooperative activities under this MOU, detailing, but not limited to, the scope of activities, program and/or project schedule, personnel involved, the funding scheme, responsibilities undertaken by the Parties, and other necessary matters that are not covered by this MOU.
2. For the purposes of communication related to this MOU, the following persons are designated as contact points:

#### **BRIN**

**Name** : Marlon Ririmasse  
**Address** : Research Center for Environmental Archaeology,  
Maritime Archaeology, and Sustainable Culture, Jl. Raya  
Condet Pejaten No 4 Pasar Minggu Jakarta Selatan  
12510  
**Phone** : +6281284020824  
**Fax** :  
**Email** : marl010@brin.go.id

#### **UNIOR**

**Name** : Antonia Soriente  
**Address** : Department Asia, Africa and Mediterranean, Piazza San  
Domenico Maggiore, 12 Napoli 80134 Italy  
**Phone** : +393476207680  
**Fax** :  
**Email** : asoriente@unior.it

3. All notices related to the implementation of this MOU shall be in written form and shall be deemed delivered when delivered in person or received by email, certified mail, return receipt requested, addressed to the recipients designated above, subject to any change of address, written notice of which will be promptly provided.



4. Any changes regarding the contact points of either Party shall be communicated in writing to the other Party and will not be regarded as an amendment.

#### **ARTICLE 5**

#### **PARTICIPATION OF OTHER ENTITIES**

1. The implementation of this MOU may need other institutions and/or agencies from Indonesia and/or Italy, which shall be approved by the Parties in accordance with laws and regulations in force between the two countries.
2. Participating agencies and/or institution shall provide a letter of statement that they shall comply with all provisions pertaining in this MOU.

#### **ARTICLE 6**

#### **FINANCIAL ARRANGEMENT**

1. The Parties agree that all financial arrangements for the implementation of this MOU is subject to the availability of funds of the Parties and in accordance to applicable laws and regulations of their respective countries.
2. All related cost of programs or projects under this MOU shall be agreed by the Parties on a case-by-case basis.
3. Either Party may facilitate and find appropriate financial support from legitimate third party to support their collaborative programs or projects under this MOU upon written consent from the other Party.

#### **ARTICLE 7**

#### **INTELLECTUAL PROPERTY**

1. Any Intellectual Property (hereinafter referred to as "IP") brought in by either Party for the implementation of this MOU, shall remain the property of that Party. The aforementioned Party shall assure that the IP did not result from the infringement of any third Party's legitimate rights and shall be liable for any claim made by third party on the ownership and legality of the use of such IP.

2. Any IP, arising out of the implementation of this MOU, including know-how, methods and technical information, shall be jointly owned by the Parties, and the Parties shall be allowed to use such IP for non-commercial purposes free of royalty. Should the IP resulted from the cooperation activities under this MOU be used for commercial purposes by either Party, the other Party shall be entitled to the royalties obtained from the exploitation of such property on the basis of the principle of equitable contribution. In such case, the object of the research activities conducted under this MOU shall constitute a part of contribution of the Party from which the object derives. The value of the object as part of contribution will be measured by taking into account the following factors:
  - a. the scarcity of the object (the rare the object is, the higher its value will be); and
  - b. the commercial value of the result of the research (the higher its commercial value is, the higher its worth).
3. The detailed provision on benefit-sharing from the commercial use of any IP, data, and information resulting from research activities conducted under this MOU will be specified in a separate written agreement.
4. Either Party may register the IP, data and information resulting from collaborative activities under this MOU in their respective countries with prior written consent from the other Party.
5. Either Party may utilize the object of the research activities and their findings under this MOU outside the territories of the Republic of Indonesia and the Italian Republic by one of the Parties upon prior written approval from the other Party on a case-by-case basis.

## **ARTICLE 8**

### **GENETIC RESOURCES TRADITIONAL KNOWLEDGE AND TRADITIONAL CULTURAL EXPRESSIONS**

1. The Parties shall recognize the value of Genetic Resources, Traditional Knowledge and Traditional Cultural Expressions (hereinafter referred to as "GRTK&TCE"), and recognize the rights of holders of GRTK&TCE to effective



protection over their GRTK&TCE against any misuse and misappropriation by either Party.

2. Any acquisition, appropriation, or utilization of GRTK&TCE by unfair or illicit means constitutes an act of misappropriation. Misappropriation may also include deriving commercial benefit from the acquisition, appropriation, or utilization of GRTK&TCE when the person using that GRTK&TCE knows, or is negligent in failing to know, that it was acquired or appropriated by unfair means or through commercial activities contrary to honest practices that gain inequitable benefit from the GRTK&TCE.
3. Any access to and use of GRTK&TCE by the Parties under the implementation of this MOU shall require prior consent permit from the relevant authorities of the country or municipal jurisdiction in which the GRTK&TCE is found. The Parties shall ensure that the local communities concerned shall give prior informed consent to the access and be informed of the access and of the results of the cooperative and/or collaborative activities under this MOU using such GRTK&TCE.
4. When the result of cooperative and/or collaborative activities under this MOU that utilize GRTK&TCE is used for a commercial or industrial purpose, the Party located in the country in which the GRTK&TCE in question is found, on behalf of its local communities concerned, shall be entitled to the right of intellectual property arising from such usage, where appropriate, as well as fair and equitable benefit sharing.
5. Legal means should be available to provide remedies for holders of GRTK&TCE in cases where the fair and equitable sharing of benefits as provided for in paragraph 4 of this Article has not occurred.
6. Any application for IP Rights related to GRTK&TCE shall acknowledge the country of its origin.
7. Any GRTK&TCE shall be registered and recorded at the government of the country of its origin in accordance with the laws and regulations applicable in the country. Such registration and recording must be completed prior to any publication made by the Parties using the GRTK&TCE.

**ARTICLE 9**  
**MATERIAL TRANSFER AGREEMENT**

1. All activities under this MOU using materials originating from the country of either Party, to the fullest extent possible, shall be done in the country of origin.
2. In the event that such materials are required to be transferred outside the territory of the country of origin, the transfer of such materials shall be conducted through a Material Transfer Agreement (MTA) agreed by the Parties in accordance with the prevailing laws and regulations of the country of origin as well as policies of the Party providing such material.

**ARTICLE 10**  
**CONFIDENTIALITY AND PUBLICATION**

1. Either Party shall treat as confidential any and all technical data and information related to the project conducted under this MOU which has been or may hereafter be made available to it, directly or indirectly, by the other Party, including any information made available in writing, orally, or by assembly embodying the technical and commercial information. Such information shall not be used except for the purposes as provided in Article 1.
2. In the event either Party wishes to disclose any confidential data and information supplied for or resulted from the implementation of this MOU, the disclosing Party shall have prior written consent from the other Party.
3. The Parties agree that each Party may publish the existence and nature of activity under this MOU provided that either Party does not indicate in writing that a specific matter should remain confidential.
4. The Parties shall ensure that any publication about the relationship between the Parties is accurate. Only the approved name and logo of the Parties may be used in any such materials.
5. Each Party shall comply with the other Party's reasonable requests about publishing this relationship with a view to promoting the cooperation with integrity and accuracy.

6. The Parties agree that the provisions of this Article shall not prejudice the prevailing laws and regulations of respective countries of the Parties.

## **ARTICLE 11**

### **CODE OF CONDUCT**

1. The Parties ensure that their personnel shall:
  - a. respect and comply with the laws and regulations of the host country;
  - b. comply with the regulation and policy of the host institution;
  - c. not conduct any activities inconsistent with the objective of this MOU;
  - d. respect the customs, traditions and religions of the local community; and
  - e. refrain from engaging in any political and commercial activities while engaging in activities under this MOU.
2. The Parties agree to be responsible for the negligent acts or omissions of their own researchers, staff and its associates while acting within the scope of their employment during the term of this MOU.
3. Violation of this Article may result in revocation of all permit related to the personnel concerned by the competent authorities as well as other necessary measures in accordance with the prevailing laws and regulations of the host country.

## **ARTICLE 12**

### **MONITORING AND EVALUATION**

1. The Party shall conduct joint monitoring and evaluation on the implementation of activities under this MOU as well as to discuss and agree the strategic direction of cooperation under this MOU.
2. The monitoring and evaluation as referred to in paragraph (1) of this Article shall be conducted at least once a year.
3. The result of the monitoring and evaluation may be used as a consideration to extend or terminate this MOU.



### **ARTICLE 13**

#### **LIABILITY**

Each Party is liable for its own acts and omissions under this MOU including for the prevention of doubt, any liability to a third party arising from its acts or omissions.

### **ARTICLE 14**

#### **SETTLEMENT OF DISPUTE**

Any dispute arising from the interpretation and/or implementation of this MOU shall be settled amicably through consultation or negotiation between the Parties.

### **ARTICLE 15**

#### **AMENDMENTS**

Any amendment of this MOU shall be agreed upon by the Parties in writing. Such amendment shall be constituted as an integral part of this MOU and shall enter into force on such date determined by the Parties.

### **ARTICLE 16**

#### **FORCE MAJEURE**

1. A Party shall not be liable for failure to perform its obligations under this MOU, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this MOU, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (hereinafter referred to as "Force Majeure Event").
2. If a Party is affected by a Force Majeure Event which causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, the Parties shall, discuss whether continuation of the project is viable, or whether the project under this MOU shall be terminated.

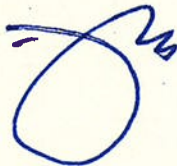
**ARTICLE 17**  
**ENTRY INTO FORCE, DURATIONS AND TERMINATIONS**

1. This MOU will enter into force on the date of its signing and will remain in force for a period of 5 (five) years, and may be extended for another 5 (five) years period by mutual written consent of the Parties.
2. Either Party may terminate this MOU at any time by giving written notification to the other Party of its intention to terminate this MOU at least 6 (six) months prior to the intended date of the termination.
3. The termination and/or expiration of this MOU shall not affect the completion of ongoing programs or projects, unless the Parties decide otherwise.
4. Article 7, 8,9 and 10 shall survive the expiry and termination of this MOU.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized, have signed this MOU.

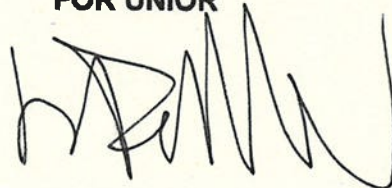
**DONE** in duplicate in English. Each copy which has been provided to the Parties as being identical and equally authentic and will be used in case of any divergence in the interpretation of this MOU.

**FOR BRIN**

A blue ink signature consisting of a large, stylized 'O' with a horizontal line through it and a small flourish at the end.

Dr. Herry Jogaswara, MA  
(Chairman of Research Organization  
for Archeology, Language and  
Literature)

**FOR UNIOR**

A blue ink signature consisting of several sharp, vertical strokes and a horizontal line at the bottom.

Prof. Roberto Tottoli  
(Rector)

**8 MAG. 2023**