

Indonesia

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF INDONESIA
AND
ST. PETERSBURG STATE UNIVERSITY
CONCERNING
COOPERATION IN THE AREA OF EDUCATION AND RESEARCH**

The University of Indonesia (UI), Indonesia, and St. Petersburg State University (SPSU), the Russian Federation, hereinafter referred to as the "Parties" ;

Considering their common interest in promoting cooperation in the area of education and research; and

Pursuant to the prevailing laws and regulations in Indonesia and Russia, as well as the procedures and policy of the Governments of Indonesia and Russia concerning international technical Cooperation;

Have agreed as follows:

**ARTICLE I
OBJECTIVE**

The objective of this cooperation is to strengthen ties between both Parties and promote academic and cultural exchange.

**ARTICLE II
SCOPE OF ACTIVITIES**

The scope of activities of cooperation shall include but not be limited to:

1. Faculty exchange;
2. Joint research;
3. Student exchange;
4. Short study tours; and
5. Exchange of research materials.

**ARTICLE III
WORKING PROGRAMME**

1. A detailed description of the scope of activities shall be defined in a Working Programme which constitutes an integral part of this Memorandum of Understanding; and
2. The Working Programme shall be drawn up and agreed upon by both Parties, agreed by the competent state organizations in accordance with the prevailing laws and regulations of Indonesia and Russia.

ARTICLE IV
CONTRIBUTION BY THE UNIVERSITY OF INDONESIA

For the execution of the obligations as specified in the Working Programme, subject to personnel and other limitations, UI shall:

1. Assign qualified experts and lecturers to assist in the implementation of activities under this Memorandum of Understanding;
2. Provide physical facilities for the mutually agreed planned activities; and
3. Assist in arranging of necessary permits for approved SPSU staff and students, which are needed to enter and leave the country whenever necessary.

ARTICLE V
CONTRIBUTION BY ST. PETERSBURG STATE UNIVERSITY

For the execution of the obligations as specified in the Working Programme, subject to personnel and other limitations, SPSU shall:

1. Assign qualified experts and lecturers to assist in the implementation of activities under this Memorandum of Understanding;
2. Provide physical facilities for mutually agreed planned activities; and
3. Assist in arranging of necessary permits for approved UI staff and students, which are needed to enter and leave the country whenever necessary.

ARTICLE VI
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The Parties agree that any intellectual property arising under the implementation of this Memorandum of Understanding will be jointly owned and:
 - a. Each Party shall be allowed to use such intellectual property for the purpose of maintaining, adapting and improving the relevant property;
 - b. In the event the intellectual property is used by one Party and/ or institution on behalf of the Government for commercial purposes, the other Party shall be entitled to obtain equitable portion of royalty; and
 - c. Nothing in this Memorandum of Understanding shall be construed as a warranty or representation by the Parties as to the title of any of the intellectual property disclosed hereunder or that anything made, used, sold or otherwise disposed of in connection with the same, or with intellectual property arising under the implementation on this

Memorandum of Understanding, is or will be free from infringement of intellectual property rights of any third party.

2. If either Party wishes to disclose confidential data and/or information resulted from the cooperation activities under this Memorandum of Understanding to any third party, the disclosing Party must obtain consent from the other Party before any disclosure can be made; and
3. Any further arrangement of all intellectual property rights pertaining to research, publication, and commercial purposes produced under the terms of this Memorandum of Understanding shall be determined by specific arrangements to be agreed upon by the Parties.

ARTICLE VII FINANCIAL ARRANGEMENTS

1. The Parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds; and
2. The Parties agree to cooperate in finding scholarship or financial assistance from Governmental Institutions and private companies to fund the activities under this Memorandum of Understanding.

ARTICLE VIII LIMITATION OF PERSONNEL ACTIVITIES

The Parties shall ensure that their personnel engaged in the activities under this Memorandum of Understanding will not engage in political affairs and any ventures or activities in Indonesia and Russia outside the program of cooperation under this Memorandum of Understanding.

ARTICLE IX SETTLEMENT OF DIFFERENCES

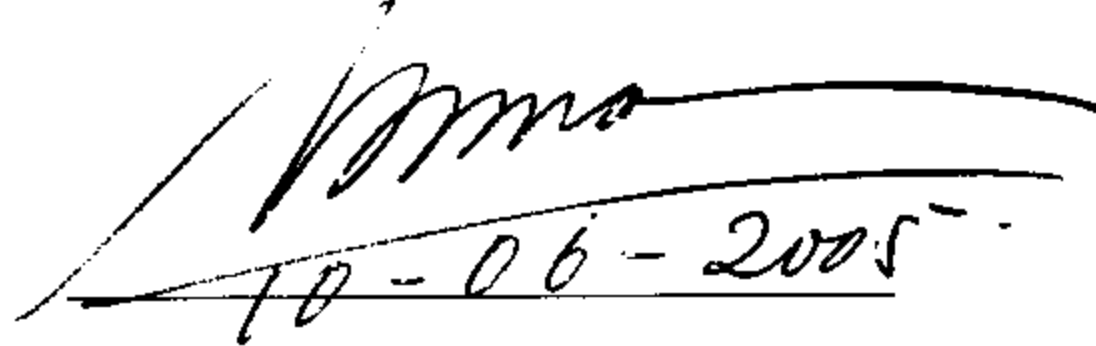
Differing viewpoints and interpretations of the Memorandum of Understanding shall be settled amicably by mutual consultation or negotiation.

ARTICLE X
AMENDMENTS, DURATION, AND TERMINATION

1. Amendments to this Memorandum of Understanding can only be written by mutual consent from the two parties;
2. This Memorandum of Understanding shall be in effect from the date of its signing and be valid for the duration of five years from that date, and will be automatically renewed on an annual basis thereafter unless terminated or replaced with a new Memorandum of Understanding; and
3. This Memorandum of Understanding may be terminated by either party by written notice at least 6 (six) months in advance. In case the Memorandum of Understanding ceases to be in effect on account of termination thereof, the provisions of the Working Programme shall continue to apply to the extent necessary to secure the implementation of existing activities as agreed upon in the Working Programme.

Done in St. Petersburg, on the ¹⁰ of June, 2005, in 2 (two) originals in English, both of the texts being equally authentic.

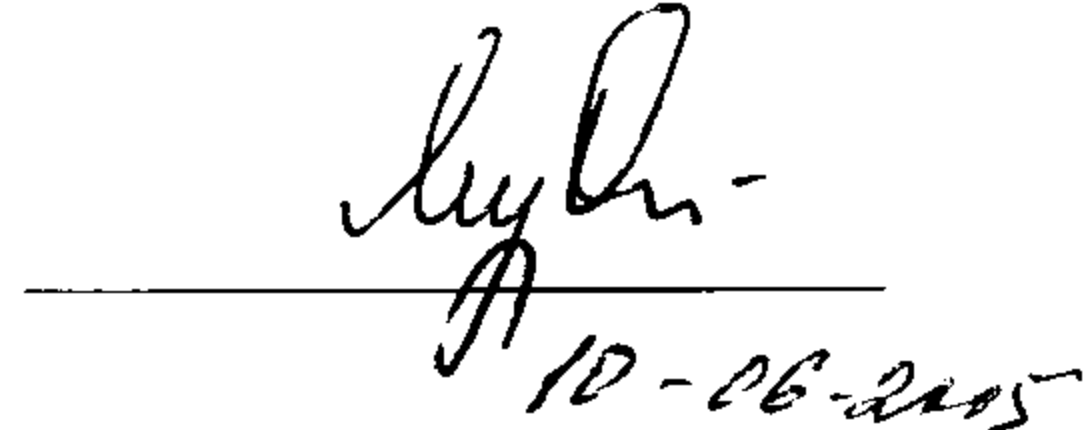
For
The University of Indonesia



10-06-2005

Usman Chatib Warsa
Rector

For
St. Petersburg State University



10-06-2005

Ludmila A. Verbitskaya
Rector