

UNIVERSITAS HASANUDIN

MEMORANDUM OF UNDERSTANDING ON ACADEMIC AND RESEARCH COLLABORATION

AMONG

PT. NOVIS NATURA NAVITA (PT. N3)

Gudang Sentra Bitung B1

Jalan. Baitusaadah KM 9 Kadu, Tangerang 15810Tangerang, Banten

AND

SWISS GERMAN UNIVERSITY (SGU)

EduTown Kav. II.1, BSD City, Tangerang 15339, Banten

AND

UNIVERSITAS HASANUDIN (UNHAS)

PT. Novis Natura Navita (PT. N3), SGU and UNHAS seek to promote cooperation and advancement of mutual understanding. Considering their common interest in promoting mutual cooperation in the area of academic and research, all parties, therefore, wish to expand the basis for friendly and cooperative research collaboration, and have set forth the following Memorandum of Understanding (MoU). Nothing in this MoU shall be construed as creating a legal relationship among parties, except as specifically provided in this MoU.

ARTICLE I – PURPOSE

The purpose of the MoU is to develop academic and research cooperation and to promote relations and mutual understanding between all institutions.

ARTICLE II – SCOPE OF ACTIVITIES

To promote and develop academic and research cooperation, all parties undertake the following ways:

1. Encouraging education and research cooperation between three parties, particularly in drug discovery at all levels of research (basic, pre-clinical and clinical research), drug efficacy & safety verification from either natural products as well as synthetic chemicals.
2. Facilitating staff and student exchanges or mutual visits to all institutions.
3. Conducting seminars, courses, workshops and other academic or research meetings on matters of mutual benefit.
4. Supporting internship program for SGU and UNHAS students.
5. Assisting the development of relations and cooperation with industry and other institutions in interest.

6. Setting-up joint research activities in areas of mutual interest.

ARTICLE III – ACTIVITIES AND FINANCIAL ARRANGEMENTS

1. All parties agree that all specific arrangements and plans for activities are to be discussed and are dependent on the availability of funds and resources for each such activity.
2. All parties agree to seek financial support from national and international organizations for the cooperative activities to be undertaken as stated under the terms of this MoU.

ARTICLE IV – AGREEMENT FOR ACADEMIC AND RESEARCH COOPERATION

A detailed description of the scope of any activity described in this MoU and agreed to by the parties shall be defined in a written and signed Agreement for Academic Cooperation, which shall supplement this MoU.

An Agreement for Academic Cooperation will include items such as:

1. Elaboration of the responsibilities of each institution for the agreed activity.
2. Schedule(s) for the specific activity.
3. Budgets and sources of financing for each activity.
4. Any other items deemed necessary for the efficient management of the activity, for example, procedures for and ownership of intellectual property rights.

ARTICLE V – INTELLECTUAL PROPERTY RIGHTS AND PUBLICATIONS

1. Ownership of any patent rights, copyrights, and other intellectual property rights to any discoveries, inventions, and products resulting from this MoU and Agreement for Academic Cooperation that may be commercially useful will be determined based on the contributions of PT. N3, SGU and UNHAS.
2. All parties must give written approval for the utilization and publication of any data and research finding resulting from a joint activity relating to this MoU and the relevant Agreement for Academic Cooperation.
3. Detailed management of intellectual property rights and publications shall be defined and provided in Agreement for Academic Cooperation of each activity.

ARTICLE VI – PERIOD

This MoU shall be in effect from the date of its signing and be valid for the duration of 6 (six) years from that date, and will be automatically renewed on an annual basis thereafter, unless terminated or replaced with a new MoU.

ARTICLE VII – TERMINATION

1. This MoU may be terminated by either party by written notice at least 6 (six) months in advance. In case the MoU ceases to be in effect on account of termination thereof, the provisions of the Agreement for Academic Cooperation shall continue as necessary to secure the continued implementation of existing activities as agreed upon in the agreement.
2. Upon termination of this MoU, each Party agrees to return all properties owned by the other Party or to which the other Party is entitled.
3. The Parties hereby waives Article 1266 and 1267 of the Indonesian Civil Code regarding the termination of MoU that needs a court ruling.

ARTICLE VIII – SETTLEMENT OF DIFFERENCES

1. This MoU is NOT intended to create any legally binding obligations on either institution but, rather, is intended to facilitate future discussions regarding general areas of cooperation.

MEMORANDUM OF UNDERSTANDING ON ACADEMIC COOPERATION
BETWEEN PT. NOVIS NATURA NAVITA (PT. N3) AND SWISS GERMAN UNIVERSITY (SGU)

2. Any differing viewpoints or interpretations of this MoU shall be settled amicably by mutual consultation or negotiation.

ARTICLE IX – MISCELLANEOUS

This MoU can only be amended in writing by mutual consent of all parties and will be inseparable part of this MoU.

This MoU is written in English in 2 (two) copies, all of which are authentic. As witness to their consent to this MoU, the appropriate authorities hereunto provide their signatures.

For PT. NOVIS NATURA NAVITA:
Tangerang, 1 March 2017

For SWISS GERMAN UNIVERSITY:
Tangerang, 1 March 2017

Haryanto Wardoyo
Director

Dr.rer.nat. Filiana Santoso
Rector

For UNIVERSITAS HASANUDIN:
Tangerang, 1 March 2017

Prof. Dr.
Rector