





MEMORANDUM OF UNDERSTANDING

BETWEEN

ASIAN SCHOOL OF THE ENVIRONMENT& EARTH OBSERVATORY OF SINGAPORE, NANYANG TECHNOLOGICAL UNIVERSITY

AND

UNIVERSITAS NEGERI PADANG

CONCERNING

COLLABORATIVE RESEARCH ON QUATERNARY SEDIMENTS OF SUMATERA

Nanyang Technological University (hereinafter referred to as "NTU"), acting through its Asian School of the Environment (ASE) and the Earth Observatory of Singapore (EOS), and The Universitas Negeri Padang (hereinafter referred to as "UNP"), collectively hereinafter referred to as the **Parties** or individually as a "**Party**";

DESIRING to cooperate in joint investigations and exchanges in the fields of tephrostratigraphy and other related areas that are of mutual interest and beneficial to the Parties;

CONVINCED that an essential means to achieve such cooperation is the conclusion and implementation of a Memorandum of Understanding;

HAVE agreed as follows:

ARTICLE 1 GENERALOBJECTIVE

To promote advances in knowledge and capacity building on paleoclimate and natural hazards, the Parties agree to encourage collaboration between their staff and students.

ARTICLE 2 SCOPE OF ACTIVITIES

The general scope of collaboration will include:

- Joint geological field research with an emphasis on Quaternary sediments, including but not limited to geophysical studies of lakes, sample collection and processing, analysis of data, and joint publication of results.
- 2. Visits to each Party by members of the other Party for scholarly and technical activities, including student internships.
- Collaborative research focused on paleoclimate and natural hazards involving techniques such as tephrostratigraphy, magnetic susceptibility, geochemistry, and radiometric and stable isotope dating, in order to build a better understanding of the regional dynamics of Asia.

(collectively referred to as the "Activities").

ARTICLE 3 PLAN OF OPERATION

- The scope of work and detailed plan for each Activity, for example the personnel involved, location, schedule, and dates for the joint Activity undertaken under this Memorandum of Understanding shall be defined in a definitive agreement with an agreed upon plan of operation, which shall become an integral part of this Memorandum of Understanding;
- 2. Each plan of operation may be revised and amended at anytime by mutual consent between the Parties in accordance with the relevant definitive agreement.

ARTICLE 4 EXECUTING COMMITTEE

1. The Executing Committee, comprised of at least one (1) member nominated from each of UNP and NTU, shall if necessary, drive and initiate the Activities. These

representatives may meet as and when necessary to review progress of the implementation of the agreed arrangements, define new areas and programs of cooperation as well as to discuss any other matters related to this Memorandum of Understanding.

- To implement the collaborative Activities envisaged under this Memorandum of Understanding, the Executing Committee or its representatives may meet periodically to negotiate and conclude a specific and definitive program of cooperation in writing for each Activity ("Project").
- 3. The Executing Committee will endeavour to resolve any differences between the Parties on how best to implement Activities.

ARTICLE 5 THIRD PARTY

 The Projects under this Memorandum of Understanding may involve other parties as the third party, provided that neither of the Parties shall have the power to bind the other Party without the other's consent in writing thereto.

ARTICLE 6 CONTRIBUTION BY UNP

In accordance with the prevailing laws and regulations, and subject to available personnel and budget as specified in the relevant definitive agreement, the UNP shall:

- Provide necessary funding for the execution of the obligation of UNP as specified in the relevant plan of operation;
- Facilitate in arranging for necessary permits for expatriate researchers and experts which are needed to enter and leave the country whenever necessary, including their work and stay permits;
- Facilitate in arranging exemption on taxes, duties and other charges on equipment and other materials brought into Indonesia for the conduct of the activities as specified in the relevant plan of operation;
- Inform NTU at the earliest opportunity of all known changes in the agreed project areas, including equipment maintenance requirements, and major projects that might create new sediment exposures.

ARTICLE 7 CONTRIBUTION BY NTU

In accordance with the prevailing laws and regulations, and subject to available personnel and budget as specified in the relevant definitive agreement, NTU shall:

- Provide necessary funding for the execution of the obligation of NTU as specified in the relevant Plan of Operation;
- Assign qualified researchers and experts to assist in the implementation of activities under this Memorandum of Understanding;
- Cover the expenses of Indonesian researchers in the field, or who are invited to visit NTU;
- Cover the expenses necessary for NTU researchers to visit Indonesia forcarrying out field surveys and data analyses;
- Provide field and laboratory equipment as listed in the relevant plan of operation or otherwise modified by mutual agreement.

ARTICLE 8 STATUS OF EQUIPMENT AND MATERIALS

The equipment and materials that are to be donated by NTU to UNP as specified in the relevant definitive agreements will be owned by UNP. Responsibility for equipment maintenance during the relevant Project will be shared by ASE and UNP, and any proposed redeployment of this equipment during the relevant Project will be by mutual consent of UNP and NTU.

ARTICLE 9 TREATMENT OF INTELLECTUAL PROPERTY RIGHTS AND PROJECT RESULTS

The treatment of confidential or sensitive information and the ownership of intellectual property and data and information arising under the implementation of each Project shall be set out in the definitive agreement governing such Project.

ARTICLE 10 LIMITATION OF THE PERSONNEL

Each Party assures that its staff and students while assigned to Activities under this Memorandum of Understanding shall:

- 1. Observe, respect and comply with the applicable laws and regulations while visiting or carrying out work in each other's country;
- 2. Respect the customs, traditions, and religions of the local community;
- 3. Refrain from engaging in any political and commercial activities;
- 4. Refrain from conducting any religious propagation;
- 5. Refrain from involving in any intelligence/clandestine activities;
- 6. Refrain from conducting any activities other than those agreed upon by the Parties.

ARTICLE 11 AMENDMENT

Any amendment to this Memorandum of Understanding can be made only after consultation and by mutual written consent of the two Parties.

ARTICLE 12 SETTLEMENT OF DIFFERENCES

Differences arising out of the interpretation or implementation of this Memorandum of Understanding shall be settled amicably by mutual consultation or negotiation between the Parties.

ARTICLE 13 ENTRY INTO FORCE, DURATION, AND TERMINATION

- 1. This Memorandum of Understanding shall enter into force on the date of its signing.
- This Memorandum of Understandingshall remain in force for a period of 5 (five) years and, upon the expiry thereof, may be extended after evaluation, by mutual written consent, for another period of 5 (five) years.
- Either Party may terminate this Memorandum of Understanding by notifying the other in writing of its intention to terminate this Memorandum of Understanding, at least 6 (six) months prior to the intended date of termination.
- 4. The termination of this Memorandum of Understandingshall not affect the validity and duration of any definitive agreement which has been entered into prior to the date of termination of this Memorandum of Understandinguntil the expiry or termination of

such definitive agreement in accordance with its terms, unless the Parties agree otherwise.

IN WITNESS WHEREOF, the undersigned, have signed this Memorandum of Understanding.

Signed in duplicate atPadang on the Monday, 6 February 2017, in the English language. Both texts being equally authentic.

For Nanyang Technological University

Dr. Fidel Costa

Chair, Asian School of the Environment,

Nanyang Technological University

Dr. Kerry Sieh

Director, Earth Observatory of Singapore, Nanyang Technological University For Universitas Negeri Padang

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