

KORDI



**MEMORANDUM OF UNDERSTANDING
BETWEEN
KOREA OCEAN RESEARCH AND DEVELOPMENT
INSTITUTE (KORDI), KOREA
AND
DIPONEGORO UNIVERSITY, INDONESIA**

Korea Ocean Research and Development Institute (KORDI), Korea and Diponegoro University, Indonesia consent to enter a formal agreement, based on foundation of mutual trust established by previous exchange programs, to promote further exchange staff in order to advance scientific research, and to contribute to the mutual benefit and development of the two universities.

Between

Korea Ocean Research and Development Institute (KORDI), Korea: an institution of higher learning and having its address at Korea

And

Diponegoro University, Indonesia : an institution of higher learning and having its address at Kampus Tembalang, Semarang 50239 Central Java, Indonesia .

Therefore, KORDI and Diponegoro University (hereinafter referred to as "Sides") do hereby jointly decide as follows

Article 1 : Objectives and scope of cooperation Activities

- 1.1 The MOU aims to promote research cooperation with a view to contribute to the advancement of ocean science and technological development in fisheries in the South East Asian seas.
- 1.2 Research cooperation between the both sides will be carried out in scope of mutual concern and on the basis of research program executed by each side
- 1.3 Principal scope of research cooperation and the particular research projects to be pursued under this MOU will require president's approval from both sides
- 1.4 This MOU will not constrain individual cooperative research efforts by the members of each side
- 1.5 Cooperation may include, but not be limited : research project development, Scientific and / or technical seminar and publication on topics of mutual concern, exchange of personnel, information, and use of facilities including research vessels and instruments.
- 1.6 Cooperation in forms other than those mentioned in the preceding section will be determined through mutual consultation.

Article 2 : Duration of this Memorandum of Understanding

- 2.1 If no exchange has taken place under the terms of this agreement for five calendar years, this Memorandum of Understanding shall terminate on 31 December of the fifth year.
- 2.2 A report shall be made by Sides at the end of the second and fourth years of the agreement. The report may be made either jointly or through the exchange of report outlining the activities completed in the previous years and those planned for the future.
- 2.3 This memorandum of Understanding will become effective upon signature by representatives of the two institutions and will be in effect for five years.

- 2.5 The two institutions expressly agree that this Memorandum of Understanding is not intend to create a legally binding relationship between the institutions in any respect.

Article 3 : Collaborative Research Project and Protection of Intellectual Property

Both parties acknowledge that research projects and application for external research funding will be subject of separate binding agreement. Any proposed future agreement will have effect only after the necessary internal approval processes for the research activity have been satisfactorily addressed. Such proposals may be made at any time and an individual project agreement will be drafted for each research project. The protection of any confidential information and valuable intellectual property arising out of a research project will be addressed in each individual project agreement.

Article 4 : Procedure

- 4.1. Before a particular research project might be jointly implemented, details concerning the sharing of expenses, publication of research results, ownership of research results and other matters will be jointly decided upon through mutual consultation.
- 4.2. Both sides will strive to make research results publicly known to the scientific community primarily through publication, seminar, lectures, conferences and so on.

Article 5 : General Provision

- 5.1. All cooperative activities carried out under this MOU will be subject to the applicable laws and regulation of the Republic of Korea and the Republic of Indonesia within their territories, and will be subject to the availability of personnel, appropriated funds and other resources of each side.
- 5.2. Unless otherwise decide upon by the sides in writing, each side will bear its respective expenses incurred in connection with collaboration under this MOU.
- 5.3. Any differences arising out of the interpretation or application of this MOU will be solved in amicable way through consultation of the sides

Article 6 : Autonomy

Nothing shall diminish the full autonomy of either party, nor will either party impose any constrains upon the other in carrying out the agreement.

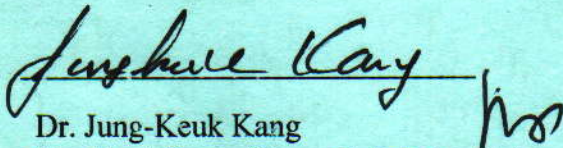
Article 7 : Revision and termination

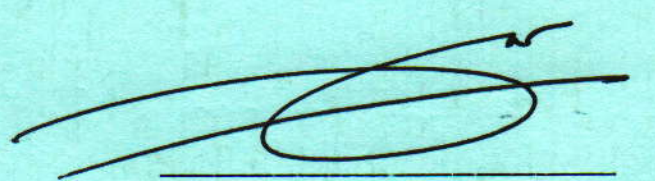
This agreement is subject to revision by mutual consent. It is also understood that either party may terminate the agreement at any time, although such action shall only be taken after mutual consideration in order to avoid any possible inconvenience to either party.

Article 8 : Joint Managers

The CEO of each party to this agreement will each appoint one person to act as the Joint Manager of this Agreement. The President of KORDI has appointed Soon Kil Yi, Ph.D to act as the Joint Manager for KORDI. The Rector of UNDIP has appointed Dr. Muhammad Nur, DEA Vice Rector IV to act as the Joint Manager for UNDIP. Attached Schedule contains the contact details for the Joint Manager.

Signed on behalf of :


Dr. Jung-Keuk Kang
President Korea Ocean R & D Institute
Republic of Korea


Professor Dr. Susilo Wibowo
Rector Universitas Diponegoro
Republic of Indonesia

Date : June 10, 2010

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