

Dated January 8th Day of Wednesday 2014

Between

NATIONAL UNIVERSITY OF SINGAPORE

And

DIPONEGORO UNIVERSITY

MEMORANDUM OF UNDERSTANDING



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on January 8th day of Wednesday 2014 ("Effective Date")

BETWEEN:

- (1) **NATIONAL UNIVERSITY OF SINGAPORE**, a company limited by guarantee incorporated in Singapore under the Companies Act (Cap. 50) and having its registered address at 21 Lower Kent Ridge Road, Singapore 119077, acting through its Department of Pediatrics of its Yong Loo Lin School of Medicine ("**NUS**"); and
- (2) **DIPONEGORO UNIVERSITY**, a government institution of higher learning (based on Government Law No 7/1961 and Ministry of Education and Training Republic of Indonesia Decree No 101247/UU/1960) and having its registered office at Kampus Tembalang, Jl. Prof. Soedharto SH No. 1 Semarang 50239 Central Java-Indonesia acting through its Center for Biomedical Research (CEBIOR) of its Faculty of Medicine (hereinafter referred to as "**Undip**").

(hereinafter jointly referred to as the "**Parties**" and singularly as a "**Party**".)

WHEREAS:

- (A) The Parties wish to establish a collaborative program and working relationship between NUS and Undip in the field of education and research.
- (B) The Parties shall, by joint agreement, determine the areas and subject of such collaboration, on the basis of the understanding set out in this Memorandum of Understanding ("**MOU**").

IT IS AGREED AS FOLLOWS:

1 AREAS OF COOPERATION

- 1.1. The scope of activities of the co-operation shall include but not be limited to:
 - (a) Joint research;
 - (b) Exchange of teaching experiences/ Staff development;
 - (c) Development of courses/workshops/seminars; and
 - (d) Exchange of scientific information.
- 1.2. In particular, the Parties agree to collaborate in the following relevant areas:
 - (a) Exchange of information relating to clinical and laboratory medical research in the areas of intellectual disability (ID), neurobehavioral disorders (ND), and movement disorders (MD);
 - (b) Molecular techniques and advanced diagnosis in the areas of ID, ND and MD; and
 - (c) Scientific publications of the results from collaborative efforts.

2 MANAGEMENT COMMITTEE

- 2.1 The specific projects on which the Parties will collaborate under this MOU shall be mutually agreed by the Parties. A management committee co-chaired by Associate Professor Samuel S. Chong of NUS and Professor Sultana M.H. Faradz of Undip shall be formed to manage and oversee the collaborative activities contemplated under this MOU. Each co-chairperson shall be entitled to appoint two (2) other representatives from their respective institutions to the management committee.
- 2.2 The management committee can meet at defined intervals and as and when necessary to review progress in the implementation of activities related to the areas of collaboration, define new areas and programmes of collaboration as well as discuss matters related to this MOU.

3 ARRANGEMENTS AND FUNDING

- 3.1 To implement the collaborative activities envisaged under this MOU, representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programmes of cooperation, including the terms for their financing, with each other and with other parties provided that neither Party shall have the power to bind the other Party without the other Party's consent in writing.
- 3.2 The financial arrangement relating to each collaborative activity will be in accordance with the specific project agreement and programme of cooperation covering each collaborative activity. The Parties agree that in the absence of any specific agreement to the contrary, all expenses, including but not limited to, salary, travel, living and allied costs relating to each collaborative activity shall be borne by the Party who incurs such expenses.

4 INTELLECTUAL PROPERTY, INVENTIONS, INNOVATIONS AND SPECIMENS

- 4.1 The terms with respect to title to and exploitation of intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how, designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation referred to in Clause 3. Save as aforesaid, nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.
- 4.2 All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.
- 4.3 The provision of any data and/or materials by one Party to the other Party shall be governed by the terms of a material transfer agreement to be entered into between the Parties.

