

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on the day 2012

BETWEEN **JAMES COOK UNIVERSITY ABN 46 253 211 955** a body corporate
established under the *James Cook University Act 1997* (Qld) of 1 James Cook
Drive, Townsville, 4811 in the State of Queensland

(in this MOU called “JCU”)

AND

STATE UNIVERSITY OF PADANG of SH. 70 Padang Field, West
Sumatra, Indonesia

(in this MOU called “UPAD”)

1. STATUS OF THIS MEMORANDUM OF UNDERSTANDING

- 1.1 This document is not intended to be legally binding.
- 1.2 This document may be the basis for the preparation of formal contracts or agreements between the parties. For the purpose of implementing each specific contract or agreement activity, both institutions shall prepare the necessary documentation which shall be the object of a Specific Agreement/Contract, to be executed by the concerned parties.
- 1.3 The parties do not intend to enter into any legal relationship unless and until such formal contracts or agreements are executed.

2. PURPOSE OF AGREEMENT:

JCU and UPAD to undertake research and development in, but not limited to, **the study of cave sediment deposits in Indonesia** as per the scope of collaboration stated in this MOU.

3. SCOPE OF COLLABORATION:

Collaborations under this Memorandum of Understanding (MOU) may include, but are not limited to the following:

- a. Research projects funded by a third party submitted by both parties to this MOU.

4. CONTRACTUAL CONSIDERATIONS:

- a. Joint Proposals for Third Party Funding:

As mutually beneficial opportunities occur, JCU or UPAD may elect to submit joint proposals to other funding agencies for research or development. One of the entities will be designated as the lead organisation, consistent with the guidelines of the funding agency. The lead organization shall obtain the approval of the other organization(s) in writing prior to including their name, personnel or resources in any such proposal. The lead organization will develop a subcontract with the secondary organization in such activities.

5. PUBLICATION RIGHTS:

- 5.1 JCU and UPAD have as a basic responsibility to disseminate information through presentations and publications.
- 5.2 JCU and UPAD therefore retain the right to publish results of research resulting from joint projects unless this right is specifically waived in individual contract agreements.
- 5.3 Notwithstanding the previous right to publish, JCU will provide copies of any proposed manuscripts or other forms of presentations at least thirty (30) days in advance of such submission to journals, or other entities, and will accept and incorporate reasonable edits and changes suggested by UPAD.
- 5.4 UPAD will agree to provide copies of any proposed manuscripts or other forms of presentations at least thirty (30) days in advance of such submission to journals, or other entities, and will accept and incorporate reasonable edits and changes suggested by JCU.
- 5.5 Graduate students have as a degree completion requirement the publication of a thesis or dissertation.
- 5.6 Graduate students should therefore not become involved in research for which the contract requirements preclude inclusion of the necessary information into their thesis or dissertation. However, theses or dissertations may be held in confidence for a period not to exceed six (6) months after the completion of the student's final oral exam in order to facilitate the protection of intellectual property discovered as a part of the student's research.

6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY:

- 6.1 In the course of the conduct of the research or services required under contracts that may be developed;
 - prior intellectual property may be utilized,
 - new intellectual property may be developed and
 - opportunity for synergic benefits from the combining of intellectual property envisioned.
- 6.2 The data and reports collected during the performance of work, as well as the final results, will remain confidential.
- 6.3 When a party wishes to use the partial or final results, in part or in whole, as an article for publication, conference, or other arrangements, such party must seek the agreement of the other party in writing.
- 6.4 Dissemination of partial or final results derived from this collaboration will make particular reference to this MOU.

7. LIMITATION AND LIABILITY:

- 7.1 Each party to this MOU shall be solely responsible for any and all actions, suits, damages, liability or other proceedings brought against it as a result of the alleged negligence, misconduct, error or omission of any of its officers, agents or employees.
- 7.2 Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, claims and defences available to it under law.

8. JURISDICTION:

It is understood and agreed that this MOU shall be interpreted according to the laws of Australia.

9. TERM & TERMINATION:

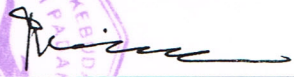
- 9.1 This MOU shall become effective on the date this document is executed by the parties and shall remain in force for a period of three (3) years.
- 9.2 All of the parties' obligations and duties hereunder this MOU shall remain in effect for five (5) years from the date of termination.
- 9.3 Either party may at any time terminate the MOU by the giving of 90 days written notice.

10. ENTIRETY:


This MOU contains the entire agreement between the parties. Except as specifically allowed in this MOU, no modification to this agreement nor any failure or delay in enforcing any term or exercising any option or requiring performance shall be binding or construed as a waiver unless agreed to in writing by the all involved organizations.

SIGNATURES OF PARTIES

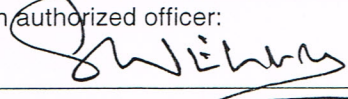
EXECUTED for and on behalf of **STATE UNIVERSITY OF PADANG, INDONESIA**
by an authorised officer:

Signature 
Name Prof Dr Yanuar Kiram
Position Vice Rector I, Academic Affairs
Date 10-07-2012

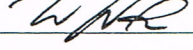
In the presence of:

Signature 
Name PROF DR. LUFRI, M.S
Position DEAN OF FACULTY OF MATHEMATICS AND NATURAL SCIENCES
Date 10-07-2012

EXECUTED for and on behalf of **JAMES COOK UNIVERSITY**
ABN 46 253 211 955 by an authorized officer:

Signature 
Name Dr Stephen Welter
Position Deputy Vice-Chancellor (University Services)
and Registrar
Date 12.06.2012

In the presence of:

Signature 
Name WINSOME CUPITT
Position ADMINISTRATIVE OFFICER
Date 12.06.2012

SCHEDULE A

ITEM B – CONTACT DETAILS

State University of Padang

Dr Hamdi

Lecturer

Department of Physics

Faculty of Mathematics and Natural Sciences

State University of Padang

Jalan Prof. DR. HAMKA, Air Tawar

, Padang West Sumatra

INDONESIA

Phone: +62 812 66 28603

Email: hamdi_unp@yahoo.com

James Cook University

Dr Chris Wurster

Senior Research Associate

Discipline of Environmental Sciences and Geography

James Cook University

14-88 McGregor Road, Smithfield, Cairns, Qld, 4878,

AUSTRALIA

Phone: +61 7 4042 1196

Email: christopher.wurster@jcu.edu.au

MATERIAL TRANSFER AGREEMENT

THIS MATERIAL TRANSFER AGREEMENT is made on the day 2012

BETWEEN **JAMES COOK UNIVERSITY ABN 46 253 211 955** a body corporate established under the *James Cook University Act 1997* (Qld) of 1 James Cook Drive, Townsville, 4811 in the State of Queensland

(in this MOU called “JCU”)

AND

STATE UNIVERSITY OF PADANG of SH. 70 Padang Field, West Sumatra, Indonesia

(in this MOU called “UPAD”)

1. PURPOSE OF AGREEMENT:

JCU and UPAD agree to undertake research and development in, but not limited to, **the study of cave sediment deposits in Indonesia** as per the scope of material transfer stated in this Agreement.

2. SCOPE OF MATERIAL TRANSFER:

Material transfer under this Material Transfer agreement (MTA) may include, but are not limited to the following:

- (a) Research projects funded by a third party submitted by both parties to this MTA.
- (b) Material required for basic academic research of mutual interest as outlined in this MTA.

3. CONTRACTUAL CONSIDERATIONS:

- 3.1. As mutually beneficial opportunities occur, JCU or UPAD may elect to submit joint proposals to third party funding agencies for research or development
- 3.2. One of JCU or UPAD will be designated as the lead organisation, consistent with the guidelines of the funding agency.
- 3.3. The lead organisation shall obtain the approval of the other organisation in writing prior to including their name, personnel or resources in any such proposal.
- 3.4. The lead organisation will develop a subcontract with the secondary organisation in such activities.
- 3.5. Material transfer shall occur where the conditions are to satisfy basic academic research of mutual interest between the two parties. Transferred material will be of non-commercial value. The specifics regarding the cost of analyses performed on transferred material will be agreed upon prior to transfer.

4. PUBLICATION RIGHTS:

- 4.1 JCU and UPAD have as a basic responsibility to disseminate information through presentations and publications.
- 4.2 JCU and UPAD therefore retain the right to publish results of research resulting from joint projects unless this right is specifically waived in individual contract agreements.
- 4.3 Notwithstanding the previous right to publish, JCU will provide copies of any proposed manuscripts or other forms of presentations at least thirty (30) days in advance of such submission to journals, or other entities, and will accept and incorporate reasonable edits and changes suggested by UPAD.
- 4.4 UPAD will agree to provide copies of any proposed manuscripts or other forms of presentations at least thirty (30) days in advance of such submission to journals, or other entities, and will accept and incorporate reasonable edits and changes suggested by JCU.
- 4.5 Graduate students have as a degree completion requirement the publication of a thesis or dissertation.
- 4.6 Graduate students should therefore not become involved in research for which the contract requirements preclude inclusion of the necessary information into their thesis or dissertation. However, theses or dissertations may be held in confidence for a period not to exceed six (6) months after the completion of the student's final oral exam in order to facilitate the protection of intellectual property discovered as a part of the student's research.

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY:

- 5.1 In the course of the conduct of the research or services required under contracts that may be developed;
 - (a) prior intellectual property may be utilized,
 - (b) new intellectual property may be developed and
 - (c) opportunity for synergic benefits from the combining of intellectual property envisioned.
- 5.2 The data and reports collected during the performance of work, as well as the final results, will remain confidential.
- 5.3 When a party wishes to use the partial or final results, in part or in whole, as an article for publication, conference, or other arrangements, such party must seek the agreement of the other party in writing.
- 5.4 Dissemination of partial or final results derived from this collaboration will make particular reference to this MTA.

6. LIMITATION AND LIABILITY:

- 6.1 Each party to this MTA shall be solely responsible for any and all actions, suits, damages, liability or other proceedings brought against it as a result of the alleged negligence, misconduct, error or omission of any of its officers, agents or employees.
- 6.2 Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, claims and defences available to it under law

7. JURISDICTION:

It is understood and agreed that this MTA shall be interpreted according to the laws of Australia.

8. TERM & TERMINATION:

- 8.1 This MTA shall become effective on the date this document is executed by the parties and shall remain in force for a period of three (3) years.
- 8.2 All of the parties' obligations and duties hereunder this MTA shall remain in effect for five (5) years from the date of termination.
- 8.3 Either party may at any time terminate the MTA by the giving of 90 days written notice.

9. ENTIRETY:

This MTA contains the entire agreement between the parties. Except as specifically allowed in this MTA, no modification to this agreement nor any failure or delay in enforcing any term or exercising any option or requiring performance shall be binding or construed as a waiver unless agreed to in writing by the all involved organisations.

10. CONTACT DETAILS

University of Padang

Dr Hamdi

Lecturer

Department of Physics

Faculty of Mathematics and Natural Sciences

State University of Padang

Jalan Prof. DR. HAMKA, Air tawar

, Padang West Sumatra

INDONESIA

Phone: +62 812 66 28603

Email: hamdi_unp@yahoo.com

James Cook University

Dr Chris Wurster

Senior Research Associate

Discipline of Environmental Sciences and Geography

James Cook University

14-88 McGregor Road, Smithfield, Cairns, Qld, 4878,

AUSTRALIA

Phone: +61 7 4042 1196

Email: christopher.wurster@jcu.edu.au

EXECUTED for and on behalf of **STATE UNIVERSITY OF PADANG, INDONESIA**
by an authorised officer:

Signature

Name

Position

Date

In the presence of:

Signature

Name

Position

Date

Prof Dr Yanuar Kiram

Vice Rector I Academic Affairs

10 - 07 - 2012

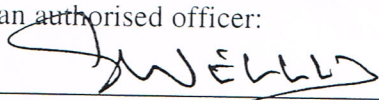
PROF. DR. LUFRI, M.S

DEAN OF FACULTY OF MATHEMATICS AND NATURAL SCIENCES

10 - 07 - 2012

EXECUTED for and on behalf of **JAMES COOK UNIVERSITY**
ABN 46 253 211 955 by an authorised officer:

Signature



Name

Dr Stephen Weller

Position


Deputy Vice-Chancellor (University Services)
and Registrar

Date

12.06.2012

In the presence of:

Signature



Name

WINSOME CUPITT

Position

ADMINISTRATIVE OFFICER

Date

12.06.2012

EXTENSION AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 2015

BETWEEN JAMES COOK UNIVERSITY of Townsville in the State of Queensland,
Australia (in this Agreement called "JCU")

AND STATE UNIVERSITY OF PADANG of SH. 70 Padang Field, West Sumatra,
Indonesia (in this Agreement called "UPAD")

BACKGROUND

- A. On 10 July 2012 the Parties entered into a Memorandum of Understanding (MoU) and a Material Transfer Agreement (MTA) that cover a research collaboration between Dr Hamdi of UPAD and Dr Wurster of JCU. The collaboration investigates cave sediment deposits in Indonesia. The MoU and MTA are attached to this Agreement.
- B. The terms of the MoU and MTA both have three year terms and hence terminate on 10 July 2015, however they also both state that "all of the parties' obligations and duties hereunder .. shall remain in effect for five (5) years from the date of termination". In other words the MoU and MTA remain effective until 10 July 2020.
- C. For the avoidance of doubt the Parties wish to formally extend the MoU and MTA for the five years envisaged by this provision.


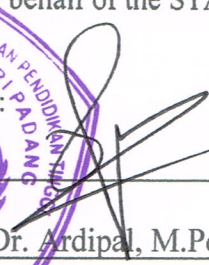
AGREEMENT

- 1. Notwithstanding clause 9.1 of the MoU, the MoU will remain in force until 10 July 2020.
- 2. Notwithstanding clause 8.1 of the MTA, the MTA will remain in force until 10 July 2020.
- 3. In all other respects the terms of the MoU and of the MTA are unaltered by this Agreement.

EXECUTED for and on behalf of the STATE UNIVERSITY OF PADANG,
INDONESIA

by an authorised officer:

Signature



Name

Dr. Ardipal, M.Pd.

Position

Vice Rector for Partnership & IS

Date

May 29, 2015

In the presence of:

Signature



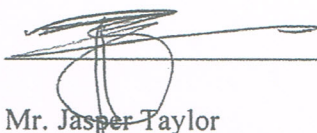
Name

Prof. Dr. H. Lufri, M.S.

EXECUTED for and on behalf of JAMES COOK UNIVERSITY

by an authorised officer:

Signature



Name

Mr. Jasper Taylor

Position

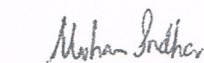
Director, Research Services

Date

26 May 2015

In the presence of:

Signature



Name

MOHAN SRIDHAR

Attachments: Memorandum of Understanding and Material Transfer Agreement