## MEMORANDUM OF UNDERSTANDING BETWEEN

### THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

#### AND

# THE GOVERNMENT OF THE REPUBLIC OF FINLAND ON, SCIENCE, TECHNOLOGY, INNOVATION AND HIGHER EDUCATION COOPERATION

The Government of the Republic of Indonesia and the Government of the Republic of Finland (hereinafter individually referred to as the "Participant", and collectively referred to as the "Participants");

**DESIRING** to strengthen further friendly relations existing between the Participants;

**CONSIDERING** their common interest to promote and encourage scientific and technological progress based on the principles of mutually beneficial cooperation in the fields of Science, Technology, Innovation and Higher Education (STIHE) cooperation;

**CONVINCED** that effective STIHE cooperation will contribute to the national economic growth, human wellbeing and resource development, innovations, as well as social development of both countries;

**REFERRING** to the Agreement between the Government of the Republic of Indonesia and the Government of the Republic of Finland on Economic, Industrial and Technological Cooperation, signed on October 12, 1987 in Jakarta;

**PURSUANT** to the laws and regulations in force in both countries of the Participants;

**HAVE decided** as follows:

#### Paragraph 1

#### Objective

The objective of this Memorandum of Understanding (MOU) is to promote cooperation in the fields of STIHE between the Participants on the basis of equality and mutual benefit.

#### Paragraph 2

#### **Forms of Cooperation**

STIHE cooperation amongst Indonesian and Finnish higher education institutions, scientific and research organizations and other concerned entities from both countries, may include following forms:

- a. Joint scientific, research and innovative projects and programs;
- b. Capacity building through exchange of students, lecturers, scientists, specialists and experts;
- c. Scientific conferences, seminars, symposia, science and technology exhibitions and other joint events;
- d. Development and assessment of curriculum and qualifications;
- e. Exchange of information on degree programs in both Countries to assist processes of academic recognition of degrees and certificates granted by their educational institutions;
- f. New innovative research, development, innovation models and sharing best practices in the areas of common interests as public-private-academic partnerships
- g. Any other related issues on STIHE that can be agreed between direct partners from both countries;
- h. Collaboration in STIHE organizations, basic, applied and industrial research in both countries, including new innovative research, development and innovation models, such as piloting and co-creation in the areas of common interests;
- i. Other forms of cooperation which will be jointly decided in writing by the Participants.

#### Paragraph 3

#### **Areas of Cooperation**

The Participants will cooperate in, but not limited to, the following areas:

- (a) Forestry;
- (b) Bioeconomy;
- (c) Food and Agriculture and food security;
- (d) Energy and renewable energy;
- (e) Cleantech;
- (f) Transportation, logistics and Infrastructure;
- (g) Advanced Materials; nanotechnology;
- (h) ICT and Digitalization;
- (i) Health Science, Development and Technology;
- (j) Maritime;
- (k) Learning and teaching: including teachers' education and professional development, e-learning;
- (I) Innovative educational technologies, facilities and operational models around them;
- (m) Education technology and e-governance;
- (n) Higher Education and training programs;
- (o) Any other areas may be jointly decided by the participants.

#### Paragraph 4

#### **Designated Authorities**

Each Participant will designate the bodies responsible for implementation of the present MoU:

- 1. For the Republic of Indonesia is the Ministry of Research, Technology and Higher Education.
- 2. For the Republic of Finland is the Ministry of Education and Culture.

#### Paragraph 5

## Joint Working Group on Science, Technology, Innovation and Higher Education (STIHE) Cooperation

The Participants may establish a Joint Working Group to facilitate the implementation of this MoU.

The Joint Working Group would monitor, assess, and review the implementation of this MoU regularly.

The Joint Working Group would be co-chaired by representatives of the Participants with possible participation by representatives of other Ministries and Agencies, as appropriate.

The Joint working group may, if necessary, establish subgroups to formulate the thematic cooperation initiatives

#### Paragraph 6

#### **Implementation of Cooperation**

- 1. Cooperation set forth in Paragraph 3 of the present MOU will be carried out by the STIHE organizations and other concerned entities through separate arrangements.
- 2. The conclusion of these arrangements will be in accordance with the laws, regulations and the procedures in force in each country of the Participants.
- 3. Access to the Genetic Resources, Traditional Knowledge and Folklore (GRTKF) of the Participants shall be regulated in specific arrangements concluded by the Participants and/or scientific and research organizations and other concerned entities of each country in accordance with international obligations of the countries of the Participants.
- 4. In the event that required research and materials used under collaboration carried out in the forms set forth in Paragraph 2 of the present MoU may be transferred through separate Material Transfer Agreements (MTA) concluded between STIHE

organizations and other concerned entities of the Participants in accordance with the laws and regulations in force in each country of the Participants.

#### Paragraph 7

#### **Funding**

Participants will cover their respective costs of the implementation of the MoU subject to the availability of funds. The Participants, upon mutual written consent, may seek international agencies and organizations to fund the partnership project under this MoU.

#### Paragraph 8

#### **Participation of other Institutions**

The Participants encourage governmental and non-governmental institutions, also in the public-private-partnership, for direct cooperation to implement projects, programs or activities under this MoU both on bilateral and multilateral level. Those implementing such direct cooperation are encouraged to inform their respective ministries about the cooperation.

#### Paragraph 9

#### **Intellectual Property Rights**

The Participants agree that any intellectual property arising from the implementation of this MoU will be jointly owned by the cooperating partners and its utilization shall be subject to separate arrangement between those partners.

#### Paragraph 10

#### Confidentiality

The Participants will respect the confidentiality of documents, information and other data received or supplied to the other Participant during the period of operation of the present Memorandum or any other arrangements concluded pursuant to the present Memorandum.

Termination of this Memorandum of Understanding will not affect the confidentiality under this Memorandum.

This MoU is not intended to supersede national law or international obligations by which the Participants are bound.

#### Paragraph 11

#### Amendment

This MoU may be reviewed and amended at any time by a mutual written consent of the Participants. Such revisions or amendments will come into effect on the date as may be determined by the Participants and will form an integral part of this MoU.

#### Paragraph 12

#### **Settlement of Disputes**

Any dispute or difference arising from the implementation of the provisions of this MoU will be settled amicably by consultation or negotiation between the Participants.

#### Paragraph 13

#### **Final Provisions**

This MoU will become effective on the date of its signing,

This MoU will remain effective for a period of 5 (five) years and will be automatically extended for the same period, unless any Participant notifies in writing of its intention to terminate this MoU 6 (six) months in advance before its expiry.

The termination of this MoU will not affect any arrangements, programs, activities or projects made under this MoU until the completion of such arrangements, programs, activities or projects unless the Participants decided otherwise.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective governments, have signed this MoU.

Signed in duplicate at Helsinki on the 26 April 2015, each in Indonesian and English languages, all texts being equally valid. In case of any divergence of interpretation, the English text will prevail.

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

FOR THE GOVERNMENT OF THE REPUBLIC OF FINLAND

MOHAMAD NASIR

Minister for Research, Technology and

**Higher Education** 

KRISTA KIURU

Minister for Education and

Communications