

MoU

**Badan POM RI dengan
University of Georgia (UGA)**



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL AGENCY FOR DRUG AND FOOD CONTROL
THE REPUBLIC OF INDONESIA
AND
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF THE UNIVERSITY OF GEORGIA
UNITED STATES OF AMERICA
CONCERNING THE PROMOTION OF CAPACITY BUILDING ON
PHARMACEUTICAL AND FOOD SAFETY**

INTRODUCTION

The National Agency for Drug and Food Control (NADFC) of the Republic Indonesia, and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia (UGA) of the United States of America, referred to as "the Parties",

RECOGNISING their common interest in developing bilateral relations and convinced that cooperation between the Parties contributes to cultural enrichment, scientific progress, and the consolidation of friendship between countries,

DESIRING to strengthen the existing relations and cooperation between the two countries and peoples, in particular between the NADFC and UGA,

CONSIDERING their common interest to promote and foster capacity building cooperation in the spirit of equality and mutual benefit,

IN ACCORD WITH the Agreement between the Government of the Republic of Indonesia and the Government of the United States of America on Scientific and Technological Cooperation, signed in Jakarta on 29 March 2010,

PURSUANT to prevailing laws and regulations in their respective countries.

Have agreed as follows:

**ARTICLE 1
OBJECTIVE**

The objective of the cooperation is to enhance synergy between the Parties in the field of capacity building, research and cooperation on pharmaceutical, food and regulatory sciences based on equality and mutual benefit.

**ARTICLE 2
FORMS OF COOPERATION**

The Parties intend to cooperate in related disciplines. The Parties shall seek to promote:

- 2.1 Capacity building through Master and PhD degree programmes, short courses and tailor made trainings in the field of pharmaceutical, food, traditional/herbal medicine, health supplement, and cosmetic sciences;
- 2.2 The exchange of qualified experts in training programmes to the mutual benefit of both Parties;
- 2.3 Structured distance learning;
- 2.4 Joint research in pharmaceutical, food, and regulatory sciences;
- 2.5 Consultancy services.

**ARTICLE 3
FUNDING MECHANISM**

Funding of cooperation shall be effective on the basis of agreement between the Parties:

- 3.1 Each Party will be responsible for managing its own cost;
- 3.2 Whenever deemed necessary and by mutual written consent, the Parties may request funding from third party to finance the programmes under this Memorandum of Understanding (hereinafter referred to as "MOU").

**ARTICLE 4
IMPLEMENTATION**

- 4.1 The implementation of programme shall be set after the approval of the Parties;
- 4.2 In order to facilitate cooperation envisaged by this MOU, technical arrangement may be included covering detailed specifications in the fields of mutually agreed upon and other appropriate matters, including, if it is deemed necessary, the financial arrangement of programmes;
- 4.3 All activities developed under the auspices of this MOU shall comply with the procedures, policies and practices of each Party as well as the law and regulations of the host country.
- 4.4 UGA appoints Dr. Amrit Bart, Assistant Dean and Director of Global Programs of the College of Agricultural and Environmental Sciences and NADFC appoints Head of Bureau of General Affairs to coordinate the development and implementation of this agreement.

**ARTICLE 5
INTELLECTUAL PROPERTY RIGHTS**

- 5.1 Each Party shall respect, intellectual property rights of the other Party in accordance with domestic Law in force in their respective countries;
- 5.2 The Parties agree that any intellectual property arising from performance of research under the implementation of this MOU that is developed jointly will be jointly owned, and the Parties shall work cooperatively toward a co-ownership MOU setting forth the rights, responsibilities, and obligations of each Party with respect to such jointly owned intellectual property;
- 5.3 The Parties shall have title and right to all data and research finding derived from and compiled during the implementation of activities under this MOU, all in accordance with domestic law;
- 5.4 The Parties shall obtain written approval from each other for each utilization and publication of the jointly developed data and research findings that relate to research performed under this MOU.
- 5.5 The Parties shall mutually draw up material required for publications within the framework of joint activities under this MOU.

ARTICLE 6 CONFIDENTIALITY

- 6.1 The Parties shall maintain confidentiality of all confidential technical information and knowledge required in the performance of this MOU and shall use this information only for the purpose intended by this MOU. The Parties shall obligate its employees and agents to respect the above mentioned confidentiality;
- 6.2 If either Party wishes to disclose confidential data and/or information resulted from cooperation activities under this MOU to any third party, the disclosing Party must obtain a prior written consent from the other Party before any disclosure can be made, provided that either party may disclose such information if required by law.

**ARTICLE 7
MATERIAL TRANSFER AGREEMENT**

The materials originating from either countries under programme of this MOU shall, to the fullest extent possible, be taken care of in the country of origin. In the event that the research material used in the co-operation activities under this MOU will be transferred to the other Party, the material shall be transferred using Material Transfer Agreement.

**ARTICLE 8
GENETIC RESOURCE AND TRADITIONAL KNOWLEDGE**

- 8.1 The Parties shall recognize the existence and promote the effective protection of Genetic Resources, Traditional Knowledge as well as the Parties' exclusive rights to prevent any miss-exploitation, misappropriation and misuse of the Parties Genetic Resources, Traditional Knowledge;
- 8.2 Any use and / or development of Genetic Resources and/ or Traditional Knowledge under this MOU shall be carried out through separate arrangements which will be determined case by case.

**ARTICLE 9
SETTLEMENT OF DIFFERENCE**

- 9.1 The parties will endeavor to settle any differences concerning the implementation of this MOU amicably through consultation or negotiation;
- 9.2 Any notice or request given or made by one of the Parties to the other under this MOU shall be in writing in the English language by courier service or other certified delivery and shall be addressed to the appropriate physical office as is designated in writing hereinafter:

NATIONAL AGENCY FOR DRUG AND FOOD CONTROL, REPUBLIC OF INDONESIA

Bureau of General Affairs

Address : Jl. Percetakan Negara No.23 Jakarta Pusat 10560

Phone : +62 21 425 2030

Mail : bangpeg@pom.go.id and ksln@pom.go.id

UNIVERSITY OF GEORGIA

Office of International Education

Address : 1324 S. Lumpkin Street, Athens Georgia 30602, U.S.A.

Phone : +1 706-542-1117

E-mail : partner@uga.edu

**ARTICLE 10
AMENDMENT**

- 10.1 This MOU can be amended after consultation by mutual written consent of the Parties;
- 10.2 The amendment shall enter into force on such date as determined by the the Parties and shall become an integral part of this MOU.

**ARTICLE 11
ENTRY INTO FORCE, DURATION AND TERMINATION**

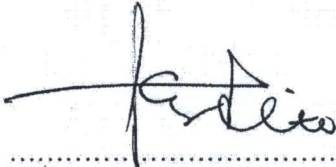
- 11.1 This MOU will become effective when signed by both Parties;
- 11.2 The MOU will remain in effect for five years from the signature date below. The MOU may be extended by written mutual consent of the Parties;
- 11.3 The Parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this MOU;
- 11.4 Either Party may terminate this MOU at any time by giving a written notice to the other Party at least six months in advance.

IN WITNESS WHEREOF, the undersigned, have signed this MOU.

Done in duplicate in Bahasa Indonesia and English language, all texts are being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

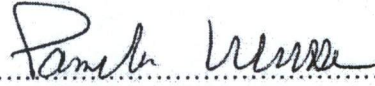
**NATIONAL AGENCY FOR DRUG
AND FOOD CONTROL**

**BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF
GEORGIA BY AND ON BEHALF
OF THE UNIVERSITY OF
GEORGIA**



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**Penny K. Lukito, MCP., PhD
Chairperson**

4/10/2017
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Date



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**Dr. Pamela S. Whitten
Senior Vice President for
Academic Affairs and Provost**

4-10/17
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Date