

MoU

**Badan POM RI dengan VU
University Amsterdam**



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL AGENCY FOR DRUG AND FOOD CONTROL
REPUBLIC OF INDONESIA
AND
VU UNIVERSITY AMSTERDAM
CONCERNING THE PROMOTION OF CAPACITY BUILDING ON DRUG
AND FOOD SAFETY**

The National Agency for Drug and Food Control (NADFC) of the Republic Indonesia, and the VU University Amsterdam hereinafter (VU), 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 the VU,

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

REFERRING to the Agreement on Cultural Co-operation between the Republic of Indonesia and the Kingdom of the Netherlands, signed in Jakarta on July 7th, 1968.

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 drug, 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 course and tailor made training in the field of pharmaceutical, food, traditional/herbal medicine, 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 including Pharmaceutical and Life Sciences, as well as Drug and Food regulatory sciences research;
- 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.

ARTICLE 5

INTELLECTUAL PROPERTY RIGHTS

- 5.1 Each Party shall protect, 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 under the implementation of this MOU will be jointly owned and each Party shall be allowed to use such intellectual property for the purpose of maintaining, adapting and improving the relevant property based on other Party's written approval;
- 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 data and research findings;
- 5.5 The Parties shall mutually draw up material required for publications within the framework of the activities under this MOU.

ARTICLE 6

CONFIDENTIALITY

- 6.1 The Parties shall maintain confidentiality of all 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 advisor to respect the above mentioned confidentiality;
- 6.2 If either of the 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.

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 Any differences between the Parties concerning the implementation of this MOU shall be settled amicably through consultation or negotiation between the Parties;
- 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 and shall be addressed to the appropriate office as is designated in writing hereinafter:

NATIONAL AGENCY FOR DRUG AND FOOD CONTROL

Bureau for International Cooperation

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

Phone : +62 21 428 75379

Mail : kerjasamaln_bpom@yahoo.co.id

VU UNIVERSITY AMSTERDAM/ VU MEDICAL CENTER

International Office

Address : De Boelelaan 1105, 1081 HV, Amsterdam, the Netherlands

Phone : + 31 20 59 89 607

E-mail : international@vu.nl

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

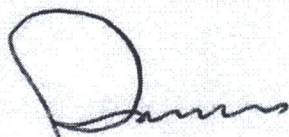
ENTRY INTO FORCE, DURATION AND TERMINATION

- 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 mutual consent by giving at least six months prior to written notice to the other Party.

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

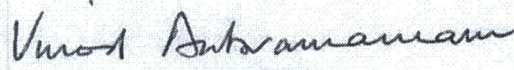
Done in duplicate in Amsterdam on this 3 of September of 2015 in Bahasa Indonesia and English language, all texts are being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

**NATIONAL AGENCY FOR DRUG
AND FOOD CONTROL**



**Dr. Roy A. Sparringa, M.App.Sc.
Chairman**

VU UNIVERSITY AMSTERDAM



**Prof. dr. V. (Vinod) Subramaniam
Rector Magnificus**