



AGREEMENT

BETWEEN

UNIVERSITAS MAHASARASWATI DENPASAR

AND

UNIVERSITAS KRISTEN SATYA WACANA

AND

UNIVERSITAS NUSA CENDANA

AND

UNIVERSITAS SAM RATULANGI

AND

THE PACIFIC INSTITUTE

AND

PB CRC LTD (for an on behalf of its wholly owned subsidiary PB IP LTD) (AUSTRALIA)

ON ESTABLISHMENT OF THE

AUSTRALIA-INDONESIA BILATERAL PLANT BIOSECURITY INITIATIVE (BPBI)

Universitas Mahasaraswati Denpasar (UNMAS DENPASAR) located at Denpasar, Bali, Indonesia, and Universitas Kristen Satya Wacana (UKSW) located at Salatiga, Central Java, Indonesia, and Universitas Nusa Cendana (UNDANA) located at Kupang, East Nusa Tenggara, Indonesia, and Universitas Sam Ratulangi (UNSRAT), and the Pacific Institute (PI) located at Manado, North Sulawesi, Indonesia, and the PB CRC Ltd (PBCRC), for and on behalf of its wholly owned subsidiary PB IP Ltd, located at Level 2, Building 22, Innovation Centre, University of Canberra, Bruce 2617, Australian Capital Territory, hereinafter called the Parties,

ACKNOWLEDGING the mutual interest in the establishment of an informal network of institutions whose purpose is to conduct plant biosecurity research, education, training and related activities and ensure the outcomes of this research benefit Indonesian and Australian biosecurity.

CONVINCED that collaboration and cooperation in joint plant biosecurity research and development projects enhances opportunities for national and mutually beneficial development in Indonesia and Australia,

HAVE mutually decided:

Article 1

Principles of Cooperation

- 1.1 This Agreement does not constitute or create (and is not intended to create) obligations under law and will not give rise to legal process and will not be deemed to constitute or create any legally binding or enforceable obligations (expressed or implied).
- 1.2 For any agreement made on or after the date of this Agreement to be binding for UNMAS DENPASAR or UKSW, or UNDANA or UNSRAT or PI or PBCRC it must be in writing and signed by a duly authorised representative of each Party. The name of each Party shall not be used to promote any research or activities of the other without the prior written consent of all parties.
- 1.3 Additional Parties either from Australia, Indonesia or elsewhere will be encouraged to join the Agreement where they can contribute to the purpose of the Agreement.
- 1.4 Cooperation between the parties will be based on considerations of equality, mutual benefit, efficiency and sustainable development. All discussions and decisions regarding BPBI's research programs, management and reports will be carried out routinely and through mutual agreement. UNMAS DENPASAR and UKSW and UNDANA and UNSRAT and PI and PBCRC enter into this Agreement to establish the BPBI network.
- 1.5 Research and development projects will be carried out under an arrangement specific to each project (a 'Project Agreement').

All parties will endeavour to facilitate projects such as:

- (i) Joint research and development projects on subjects of mutual interest particularly in the areas of plant biosecurity, and policy and translation of science into practice;
- (ii) Exchange of personnel, including senior researchers, post-doctoral and PhD students;
- (iii) Joint supervision of Masters and PhD students;
- (iv) Conduct seminars, symposia and bilateral talks, and develop and share courses on subjects of mutual interest;
- (v) Exchange of research and academic information (including publications) on the BPBI related work; and

(vi) Any other activities which all Parties agree to implement.

1.6 BPBI will meet biannually alternating between Indonesia and Australia or as mutually agreed to further the purpose of the Agreement.

1.7 All Parties will meet their own costs to be part of this Agreement and to attend meetings.

1.8 PBCRC will fund the cost of:

- 1.8.1 a BPBI co-ordinator who resides in Indonesia
- 1.8.2 facilities required for conducting BPBI biannual meetings
- 1.8.3 the Australian Representative

1.9 The Co-ordinator is responsible for:

- 1.9.1 organising the biannual meetings, including organising facilities and meeting papers
- 1.9.2 maintaining communication amongst the parties

1.10 The Parties may collaborate with different Parties.

1.11 BPBI may seek policy and administrative advice, and will seek potential co-funding of projects from relevant organizations in Indonesia and Australia.

Article 2

Publications and Intellectual Property

2.1 All project work generating IP will be carried out under a 'Project Agreement': an arrangement specific to each project, where Intellectual Property rights for Project work will apply as per each Project Agreement.

Article 3

Application of agreement

3.1 Nothing in this Agreement affects the ability of UNMAS DENPASAR or UKSW or UNDANA or UNSRAT or PI or PBCRC from:

- (i) Conducting research independently;
- (ii) Continuing existing commitments, or making new ones; or
- (iii) Exploiting or otherwise taking advantage of its intellectual property.

3.2 This Agreement will take effect from the date of signing. It will remain in effect until 30 June 2018 and may be extended by consent of the Parties. It may be terminated by any Party giving six (6) months notice in writing. It may be amended at any time by mutual written agreement of the Parties.

3.3 This agreement will be reviewed after 12 months from the date of signing this Agreement.



- 3.4 All expenses of the Parties in negotiating and finalising this Agreement, and related research documentation will be paid by the party incurring the expense.
- 3.5 For the duration of this Agreement, each Party will appoint one of its employees to act as its representative in relation to this Agreement (each such employee being a "Representative").

The Representative at UNMAS DENPASAR responsible for the administration of the Agreement is:

Dr. Ir. I Ketut Arnawa, MP
Telephone: +6281338530019
Email: arnawa_62@yahoo.co.id or info@unmas.ac.id

The Representative at UKSW responsible for the administration of the Agreement is:

Dr. Neil Samuel Rupidara, S.E., M.Sc.,
Telephone: +6281246578676
E-mail: nrupidara@staff.uksw.edu

The Representative at UNDANA responsible for the administration of the Agreement is:

Ir. I Wayan Mudita, M.Sc., PhD
Telephone: +6281339339775
Email: pr4.undana@gmail.com

The Representative of UNSRAT responsible for the administration of the Agreement is:

To be Appointed

The Representative of the Pacific Institute responsible for the administration of the Agreement is:

Dr Noldy Tuerah,
Telephone: +62811435240
Email: noldytuerah@yahoo.com

The Representative at PBCRC responsible for the administration of the Agreement is:



Professor John Lovett
Foundation Chairman
Telephone: +61 2 6201 2882
Email: lovettassociates@bigpond.com

- 3.6 The Representative of the appointing Party shall be responsible for:
- (i) Managing, overseeing or co-ordinating that Party's relationship with the other Party;

- (ii) Identifying any issues that arise between the Parties and referring those issues to the appropriate person within the Representative's organisation;
- (iii) Discussing issues arising out of this Agreement or any Project Arrangement with the Representative of the other Party;
- (iv) Co-ordinating the exchange of information between the Parties; and
- (v) Reporting to his or her appointing Party on the activities occurring under this Agreement.

Executed in Inna Grand Bali Beach, Sanur-Bali, Friday, April 8th, 2016

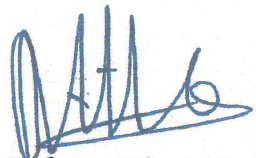
For the
UNMAS DENPASAR



Dr. Drs. I Made Sukamerta, MPd
Rector
/ /2016

Signature
Name
Position

For the
UKSW




Prof. Rev. John A. Titaley, Th.D
Rector
/ /2016

Signature
Name
Position

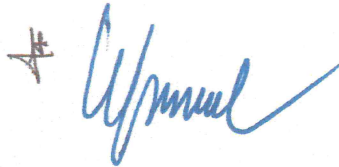
For the
UNDANA

Signature
Name
Position

Prof. Ir. Fredrik Lukas Benu, M.Sc.,PhD
Rector
/ /2016



For the
UNSRAT



Signature
Name
Position

Prof. Dr. Ir. Ellen Joan Kumaat, M.Sc., DEA
Rector
/ /2016

For the
PI



Signature
Name
Position

Dr Noldy Tuerah
Chair of the Board
/ /2016

For the
PB CRC Ltd (for and on behalf of PB IP Ltd)



Signature
Name
Position

Dr Michael Robinson
Chief Executive Officer
/ /2016