

**Memorandum of Agreement**  
**Between**  
**Khon Kaen University (KKU), Khon Kaen, Thailand**  
**and**  
**National Nuclear Energy Agency (BATAN), Indonesia**  
**on**  
**Academic Cooperation and Exchange**

This Memorandum of Agreement (hereinafter referred to as **MOA**) is entered into between **Khon Kaen University, Thailand** (hereinafter referred to as **KKU**), with its office at 123 Moo 16 Mittapap Rd., Nai-Muang, Muang District, Khon Kaen 40002, Thailand and **National Nuclear Energy Agency, Indonesia** (hereinafter referred to as **BATAN**), with its office at Jl. Kuningan Barat, Mampang Prapatan, Jakarta 12710 Kotak Pos 4390 Jakarta 12043, Indonesia, (hereinafter referred to as the “Party” and collectively referred to as “the Parties”);

Pursuant to the prevailing laws and regulations in their respective countries; have agreed as follows:

**Article 1. Objective**

The parties desiring to develop academic exchange and cooperation in education and research between the Parties.

**Article 2. Areas of Cooperation**

The terms of specific areas of cooperation shall be further considered and agreed upon in writing by the parties prior to the initiation of any particular activity.

**Article 3. Forms of Cooperation**

1. The cooperation will be implemented in the following forms:
  - (1) Exchange of academic staff members and research scholars
  - (2) Collaborative research
  - (3) Cooperative education of students
  - (4) Others form of cooperation under the areas specified in this MOA as may be determined by the Parties.

#### **Article 4. Financial Activities**

The Parties understand that all financial arrangements for any exchange programme and cooperative work will have to be negotiated and mutually agreed in writing between The Parties depending on the availability of funds.

#### **Article 5. Intellectual Property**

- (1) The Parties agree that any intellectual property arising under the implementation of this MOA will be jointly owned and;
  - a. Each Party shall be allowed to use such intellectual property for the purposes of maintaining adapting and improving relevant property;
  - b. Each Party shall be liable for any claim by any third party pertaining to ownership and legality of the use of the intellectual property rights which is brought by the aforementioned Party for the implementation of any cooperation activities in virtue of this MOA.
- (2) If Either Party wishes to disclose confidential data and/ or information resulted from the cooperation activities under this MOA to any third party, the disclosing Party must obtain prior written consent from the other Party before any disclosure can be made.
- (3) In the event that the intellectual property is used by either Party and/or institutions thereof on behalf of its respective government for commercial purposes, the other Party shall be entitled to obtain equitable portion of royalty.
- (4) Whenever either Party requires the cooperation of another party outside the Parties to any commercial undertaking resulted from intellectual property covered by this MOA, this Party will give first preference of the cooperation to the other Party under this MOA, which will be waived, if the other Party is unable to participate in a mutually beneficial manner.

## **Article 6. Confidentiality**

1. Each Party will undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of implementation of this MOA or any other agreements made pursuant to this MOA.
2. The Parties agree that the provision of this Article will continue to be binding between the Parties notwithstanding the termination of this MOA.
3. The provision of this Article will not prejudice any legal provisions governing the status and activities of the Parties.

## **Article 7. Contact Persons**

The implementation of this MOA will be facilitated and coordinated by the following contact persons, and all correspondence regarding its implementation will be sent to the following addresses:

**For KKU**      Name: Asst. Prof. Dr. Somkiat Srijaranai  
                    Position: Dean of Faculty of Science  
                    Khon Kaen University, Thailand  
                    123 Moo 16 Mittapap Rd., Nai-Muang, Muang District,  
                    Khon Kaen 40002, Thailand  
                    Tel.: +66 43 342912  
                    Fax: +66 43 342912

**For BATAN**    Name: Prof. Dr. Efrizon Umar  
                    Position: Head of Center for Applied Nuclear Science and  
                    Technology, National Nuclear Energy Agency - BATAN  
                    Jl. Taman Sari No. 71, Bandung 40132, Indonesia  
                    Tel: +62 22 2503997  
                    Fax. +62 22 2504081

## Article 8. Dispute Settlement

The Parties shall use their best efforts to resolve amicably by consultation or negotiation any dispute, controversy or claim arising out of or in connection with this MOA.

## Article 9. Entry into force, Duration and Termination

1. This MOA shall enter into force upon signature by both Parties. It shall have an initial duration of Five (5) years. Thereafter, it may be reviewed and extended for another five years upon MOA by the Parties.
2. This MOA may be terminated by either Party at any time by giving six (6) months written notice to the other Party of its intent to terminate the MOA.
3. The termination of this MOA shall not affect the validity and duration of any on going activities within the terms of this MOA until the completion of such activities.

**IN WITNESS WHEREOF**, the Parties hereto have signed this MOA.  
Signed in duplicate in the English language, both original copies being equally valid.

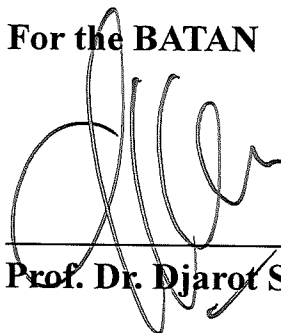
**For the KKU**



**Assoc. Prof. Dr. Kittichai  
Triratanasirichai**

President  
Khon Kaen University  
Date : June 8 , 2015

**For the BATAN**



**Prof. Dr. Djarot S Wisnubroto**

Chairman  
National Nuclear Energy Agency  
Date : June 15 , 2015