MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AGENCY FOR METEOROLOGY CLIMATOLOGY AND GEOPHYSICS OF

THE REPUBLIC OF INDONESIA

AND

MINISTRY OF EARTH SCIENCES OF

THE REPUBLIC OF INDIA

ON

COOPERATION ON WEATHER, CLIMATE AND GEOPHYSICS SERVICES, AND EARLY WARNING OF COASTAL HAZARDS

The Agency for Meteorology Climatology and Geophysics of the Republic of Indonesia and Ministry of Earth Sciences of the Republic of India hereinafter referred collectively as "the Parties";

Recognizing the importance of scientific and technical cooperation in weather, climate and geophysics services, early warning of coastal hazards including geophysical and meteorological hazards, but not limited to Meteorology, Climate, geophysics and instrumentation;

Recognizing the importance of promoting a closer working relationship to address emerging and priority science and technology issues of common concern for improved agricultural yield and crop production through enhanced skill of weather and climate prediction based on agro-meteorological advisory service;

Wishing to enhance cooperation to climate change issues to support better adaptation;

Intending to strengthen the cooperation in the areas of mutual interest that will help towards development of national economies of both countries through partnership;

Pursuant to the prevailing laws and regulations of their respective Countries;

Have reached the following understanding:

ARTICLE 1
OBJECTIVE

(1) The objective of the Memorandum of Understanding (MOU) is to establish a collaboration between the Agency for Meteorology, Climatology and Geophysics of the Republic of Indonesia and the Ministry of Earth Sciences of the Republic of India in the fields of Meteorology, Climatology and Geophysics.

(2) The purpose of this MOU is to facilitate arrangements and understanding that lead to cooperation and coordination of joint development that would improve weather and climate services, early warning of coastal hazards and technology for observing systems that would contribute to the overall enhancement of operational level technical capacities through appropriate mechanisms of training and human resource department.

(3) The Parties have agreed to collaborate on application of the advances in science and technology and related scientific/technological capabilities in various allied areas of mutual interest—early warning of coastal hazards (tsunami, cyclone and storm surges), weather and climate services including agro-meteorological advisory services; air quality monitoring and forecasting; earth observation systems (meteorological and geophysical); climate variability and change; climate services.

(4) The broad objective of the cooperation is to allow the exchange of scientific resources, personnel, and sharing of technical knowledge on the basis of equality, reciprocity and mutual benefit, which support the improvement or understanding of all emerging science issues of common concern for enhanced capacities to render improved weather, climate and geophysics services.
ARTICLE 2

SCOPE OF COOPERATION

The scope of cooperation activities between the Parties may include, but not limited to:

1. Joint research work in the field of meteorology, climatology, air quality, climate variability and change, geophysics and instrumentation;

2. Facility and laboratory development in the field of meteorology, climatology, air quality, climate variability and change, geophysics and instrumentation;

3. Capacity development in the field of meteorology, climatology, air quality, climate variability and change, geophysics and instrumentation;

4. Such other scopes of cooperation activities as mutually agreed by the Parties in writing.

ARTICLE 3

FORMS OF COOPERATION

Particular interest of cooperation will be given to areas related to fields of:

1. Joint research project within selected field of mutual interest and benefits on Research on the impact of Indian Ocean Dipole on the weather and climate variability;

2. Improvement of regional scale prediction capability in monthly scale;

3. Sharing of meteorology, climatology and geophysics data as per the needs to improve the quality of weather, climate and geophysical services on continuous basis;

4. Enhanced cooperation in understanding and application of advances in science and observation technologies for building appropriate monitoring and early warning of extreme weather phenomena;

5. Building medium range weather forecast based agro-meteorological advisory services through better understanding of weather and climate variability impacts on agriculture;

6. Joint demonstration projects in respect of building state-of-the-art observation and early warning systems through adaptation of technology support and application of scientific advancements on the identified weather, climate and geophysics phenomena;
7. Assessment of observed climate variability and change and regional scale climate change scenarios for the future;

8. Improved early warning systems for coastal hazards and other meteorological hazards that affect north Indian Ocean in general and affect India and Indonesia in particular;

9. Collaboration on meteorology, climatology and geophysics instrumentation and techniques and building;

10. Exchange of personnel and experts;

11. Man Power Development and Training;

12. Such other fields as mutually agreed in writing by the Parties.

ARTICLE 4

RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed so as to constitute a joint venture, partnership of formal business organization of any kind between the parties or so as to constitute either party as the agent of the other.

ARTICLE 5

RESPONSIBILITIES OF THE PARTIES

The Parties shall be responsible for coordinating and engaging with other organizational entities in their own countries, as appropriate and necessary, for the completion of the tasks designated pursuant to this MOU. The Parties shall extend all required timely support to accomplish identified activities under this MOU. Other responsibilities include:

1. Management and coordination of activities undertaken under the auspices if this Memorandum of Understanding;

2. Provision of all necessary arrangements to facilitate entry to and to exit from its country of personnel and equipment to the other country, engaged in or used in projects under this MOU;

3. There shall be no exchange of funds between the Parties to this MOU. Each Party shall provide local hospitality and other facilities to the other party visiting them. Each Party shall bear its own travel expenses;
To the extent permitted by its laws and regulations, each Party shall work toward obtaining, on behalf of the other Party, relief from taxes, fees, customs duties and other charges (excluding fees for specific services rendered) levied with respect to items received at custom points of entry for the fulfillment of the Party’s responsibilities for scientific cooperation under this MOU.

ARTICLE 6
IMPLEMENTING AGREEMENTS

1. The implementation of the MOU shall be in accordance with the laws and regulations of the Republic of Indonesia as well as of the Republic of India.

2. Specific projects to implement the cooperation activities identified in Article 3, including tasks, responsibilities, milestones, deliverables, resources, Principal Investigators and related conditions to be conducted under this MOU will be concluded by the Parties through an Implementing Agreement. Projects established under this MOU will be coordinated through the Joint Working Group, which shall be appointed by mutual consent of the Parties, as required, to monitor/ review the progress and act on matters related to the implementation of the projects under this MOU.

3. Periodic reports, on the progress towards achieving the purpose of the MOU as stated in Article 1, including status report on each of the projects, shall be submitted to the Joint Working Group or their designees. Such reports should outline future activity areas, represents proceedings of seminars or meetings, and document the progress and results of a particular project or program.

4. The implementation of activities under this MOU shall be subject to the availability of funding by both Parties.

5. In support and pursuant to the specifications, tasks, schedules, financial arrangement, work sites and other appropriate matters shall be laid down in special administrative arrangement of the MOU which shall be settled by mutual consultation or negotiation between the Parties.
ARTICLE 7

INTELLECTUAL PROPERTY RIGHTS

1. Any Intellectual Property Rights, data and information resulting from research activities conducted under the Implementing Agreement meant by Article 6 of this MOU shall be jointly owned by the two Parties, and both Parties shall be allowed to use such property for non-commercial purposes free of royalty.

2. Should the Intellectual Property Rights, data and information resulting from the cooperation activities under the Implementing Agreement meant by Article 6 of this MOU be used for commercial purposes by one Party, the other Party shall be entitled to the royalties obtained from the exploitation of such property on the basis of the principle of equitable contribution. In such a case, the object of the research activities conducted under the Implementing Agreement meant by Article 6 of this MOU shall constitute a part of the contribution of the Party from which the object derives. The value of the object as part of contribution will be measured by taking into account the following factors:

   a. the scarcity of the object (the rarer the object is, the higher its value will be);

   b. the commercial value of the result of the research (the higher its commercial value is, the higher the value of the object as part of the contribution will be)

3. Any Intellectual Property Rights brought by one of the Parties for the Implementation of the cooperation activities under the Implementing Agreement meant by Article 6 of this MOU shall remain the property of that Party. However, that Party shall indemnify that the Intellectual Property Rights is not resulted from the infringement of any third Party's legitimate rights. Further, that Party shall be liable for any claim made by any third Party on the ownership and legality of the use of the Intellectual Property Rights which is brought in by aforementioned Party for the implementation of the cooperation activities under the Implementing Agreement meant by Article 6 of this MOU.

4. Whenever either Party requires the cooperation of another Party outside the territories of both Parties for any commercial undertaking resulting from Intellectual Property covered by the Implementing Agreement meant by Article 6 of this MOU, the Party will give first preference of the cooperation to the other Party under this MOU, which will be waived, if the other Party is unable to participate in a mutually beneficial manner;

5. Termination of this MOU shall not affect rights and/or obligation under this Article during the first ten years after termination.
ARTICLE 8

RELEASE OF INFORMATION

1. All data and/or information that may be exchanged, acquired, shared, and/or resulted under this MOU, shall be used strictly confidential and shall not, under any circumstances, be divulged by the receiving party to a third party without the prior consent of the organizing party unless otherwise the same has already been in public domain.

2. The Parties agree that the provision of this Article shall continue to be binding between the Parties notwithstanding the termination of this MOU.

ARTICLE 9

LIMITATION OF PERSONNEL ACTIVITIES

Any persons engaged in activities related to this MOU shall respect political independence, sovereignty, and territorial integrity of the host country, and shall avoid any activities inconsistent with the purposes and objectives in this MOU.

ARTICLE 10

OFFICIAL LANGUAGE

All letters, drawings, report and other documents for the implementation of the MOU and the bilateral discussion between the Parties shall be in English.

ARTICLE 11

SETTLEMENT OF DISPUTE

Any dispute, controversy and difference as to the interpretation of the implementation of this MOU shall be settled by mutual consultation or negotiation between the Parties.
ARTICLE 12

AMENDMENT

This MOU may be reviewed or amended at any time by mutual written consent of the Parties. Such amendment shall enter into force on such date as may be determined by the Parties.

ARTICLE 13

ENTRY INTO FORCE, DURATION, AND TERMINATION

1. This MOU shall enter into force upon signature by both Parties and will remain in force for 4 (four) years from the date of signature.

2. The period of effect of this MOU may be extended, with the mutual written consent of both Parties and shall enter into force on the same manner as the MOU.

3. Either party may request in writing to terminate this MOU by written notice 3 (three) months before the termination date with mutual consent.

4. The termination of this MOU shall not affect the validity and duration of any on-going project or activity implemented under this MOU before its termination. The MOU shall remain effective to such project or activity until its completion.

IN WITNESS WHEREOF, the undersigned have signed this MOU.

DONE at New Delhi, on the 25th day of January 2011, in two (2) original documents in English, Indonesian and Hindi Languages. Both documents are being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Agency for meteorology, Climatology and Geophysics of the Republic of Indonesia  
Dr. Ir. Sri Woro B. Harijono, M.Sc.  
Director General

For the Ministry of Earth Sciences of the Republic of India  
Dr. Shailesh Nayak  
Secretary