Memorandum of Understanding

between

The Faculty of Medicine of the University of Indonesia, Jakarta, Indonesia (the “FMUI”)

and

The Chancellor, Masters and Scholars of the University of Oxford, UK (the “University of Oxford”)

The FMUI and the University of Oxford wish to establish a new collaboration for world-class research into infectious diseases and public health in Indonesia, especially as regards the collaborative conduct of clinical trials, with the aim of improving our understanding, treatment and prevention of infectious diseases in Indonesia and further afield. To facilitate this research the parties wish to establish a collaboration to be known as the FMUI-Oxford Clinical Research Centre (the “Centre”). This Memorandum of Understanding is not intended to be a legally binding agreement but sets out the parties’ intentions in working towards establishing the Centre.

1. Steering Committee

1.1. The setting up and management of the Centre will be overseen by a steering committee which will meet annually to review progress and advise on strategic issues. The committee will comprise the Dean of FMUI, the Vice-Dean of FMUI, the Director of the Oxford University Clinical Research Unit in Viet Nam, the Director of the Centre. The steering committee will:

1.1.1. Oversee the setting up of the Centre and the competent management of the Centre within FMUI once it is operational, or delegate such oversight to an officer of the Committee.

1.1.2. Review all proposals for new studies and ensure that funding applications, contracts and receipts of donations are made with the knowledge of FMUI and University of Oxford as required by each party’s institutional rules, or delegate that responsibility to an officer of the Committee.

1.1.3. Ensure that approval of all clinical studies is subject to appropriate ethics approval and that such approval is in place before any clinical work is started. Any clinical trials involving Oxford University employees or appointees require approval of the University of Oxford’s relevant ethics committee, OXTREC

1.1.4. Ensure that appropriate arrangements for sponsorship and insurance of any clinical trials are in place before the start of any such clinical trial.
1.1.5. In line with sponsor terms and conditions, ensure that research results are disseminated widely in Indonesia and further afield with the aim of improving the understanding, treatment and prevention of infectious diseases.

1.1.6. Review, circulate and archive scientific and financial reports, in accordance with any sponsor terms and conditions and otherwise as each institution sees fit, or delegate this activity to the Centre and its collaborating investigators.

2. Duration

2.1. It is the intention that the parties will collaborate to conduct clinical trials and research at the Centre until 30 September 2015 in the first instance, but this period may be extended or curtailed at any time with the agreement of FMUI and the University of Oxford.

3. Funding

3.1. The Eijkman-Oxford Clinical Research Centre (EOCRU) and its parent organization, the Oxford University Clinical Research Unit (OUCRU) seek external funding in support of clinical trials of interventions against the important endemic infections of Southeast Asia. This document expresses the intent of EOCRU and OUCRU to collaborate directly with FMUI in establishing a Centre committed to the support of clinical trials.

3.2. EOCRU and FMUI acknowledge that the sustainability of the Centre requires successful applications for external funding to be made on behalf of the Centre. This agreement does not commit FMUI or Oxford University to any direct funding of the Centre, although either may do so as each sees fit.

4. Structure

4.1. The Centre will operate in Indonesia under the provisions of this MOU, through which, with the cooperation and assistance of FMUI, an official letter of domicile (Surat Domisili) and tax identification number (NPWP) shall be obtained. The MOU further serves as the means of obtaining, with FMUI endorsement and assistance, multiple entry visas and work permits (KITAS) for any non-Indonesian staff assuming duties at the Centre sanctioned by the Steering Committee.
4.2. The Centre will be managed financially and administratively through EOCRU, and The University and FMUI will jointly appoint the director.

4.3. The Centre will be located at FMUI in support of collaborative research with FMUI faculty and endorsed by the Steering Committee.

4.4. FMUI will appoint a senior officer as the Centre’s FMUI Liaison to serve as the primary representative and advocate of the Centre within FMUI. The Director of the Centre and the FMUI Liaison will have direct access to each other for discussion of issues relevant to the Centre.

4.5. The Centre functions primarily as a platform for the execution of clinical trials and other research activities undertaken collaboratively between FMUI and Oxford University. The role of the Centre is to provide technical, administrative, and financial support directly to those studies. Without prejudice to the roles of FMUI and the University of Oxford, the Principal Investigator (PI) of each of those studies, along with the Director of the Centre, assumes responsibility for the safe and successful conduct of the work. The PI of studies supported by the Centre will be employed either by FMUI or the University of Oxford. Exceptions may be made with the endorsement of the Steering Committee and in accordance with the relevant procedures of FMUI and the University of Oxford.

5. **Directors of the Collaboration**

5.1. The Centre will come under the auspices of the University of Oxford’s Vietnam Major Overseas Programme and would be an integral member of Oxford University’s Centre for Tropical Medicine within the Nuffield Department of Medicine.

5.2. The Centre operates within FMUI at the pleasure of the Dean of that institution and the University of Oxford. As such, the Centre Director reports both to the Director of OUCRU and Dean FMUI on matters pertaining to the Centre.

6. **Contributions from the University of Oxford**

The University of Oxford intends to:

6.1. Outfit a suite of offices located within FMUI, subject to the availability of funds.

6.2. Offer the support of the Centre for Tropical Medicine at the University of Oxford in managing awards from sponsors or donors as funding recipient and authority, where appropriate and deemed advantageous by the Steering Committee.

6.3. As appropriate, recruit highly qualified research scientists, clinicians and support posts dedicated to the projects undertaken by the Centre as external competitive funds permit and work demands, be they Indonesian or foreign nationals.
6.4. Provide training for scientists at FMUI in relevant specialist laboratory
techniques, clinical research on infectious diseases and public health research,
through the Centre and its projects. This may include PhD or DPhil supervision
for high-calibre Indonesian scientists, subject to these scientists meeting the
relevant requirements and applying in open competition. All such training and
academic programs will depend upon successful competition for financial
support from sources external to the Centre. Neither FMUI nor the University of
Oxford commits to direct fiscal support of training or academic programs by this
MoU.

7. Contributions from FMUI

FMUI intends to:

7.1. Host the Centre and the Centre staff within FMUI property by making available a
suite of offices suitable for the express purposes and activities of the Centre,
giving the Centre free access to and appropriate control over those spaces.

7.2. Assist the University of Oxford in obtaining all necessary permits and visas so
that its employees can work at the Centre in Indonesia, by providing letters of
sponsorship annually to each foreign national employed by the Centre.

7.3. Facilitate the import of equipment, medicines and consumables with letters of
sponsorship/responsibility when such are required by Indonesian authorities.

7.4. If the export of biological samples is deemed appropriate by the Steering
Committee, FMUI will assist the Centre in obtaining necessary permits.

7.5. Facilitate the Centre in building collaborative relationships with other research
institutions and hospitals in Indonesia.

7.6. Liaise on behalf of the Centre with those Government agencies regulating
research in Indonesia.

7.7. In consultation with the Director, apply for funding in support of the Centre’s
activities from Indonesian and foreign agencies.

8. Publication

8.1. Dependent on sponsor terms and conditions, the results of research conducted at
the Centre will be written up and published in local and/or international journals
with open access following approval of the draft by the Steering Committee or an
officer having that delegated authority.

8.2. Any presentation of results arising from the Collaboration will acknowledge the
contributions made by FMUI, the University of Oxford and the research funders.
9. No Legal Consequences

The parties agree and acknowledge that this MOU, with the exception of this paragraph and paragraphs 11 (Press Releases and 12 (Confidentiality)), is not intended to create, whether by acceptance or otherwise, legal relations or any legally binding obligations between the parties. However if any court should determine that this MoU is legally binding it and any resulting agreements shall be governed by and construed in accordance with the laws of England and Wales; and shall be subject to the exclusive jurisdiction of the English courts after the exhaustion of any preliminary dispute resolution procedure which the parties may agree.

10. Press Releases

Neither party will make or permit any announcement or press release or disclosure of any matter relating to the collaboration unless agreed in writing in advance by both parties. Neither party shall use the name or any trademark or logo of the other in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the other, which consent may be given or withheld at the other party’s sole discretion.

11. Confidentiality

Each party agrees to hold the terms of this MOU (and related information and documentation) in confidence and not to disclose such information to any third party (other than to such party’s legal and professional advisors) without the prior written consent of the other party. This paragraph shall not apply to any specific disclosures which may be required by law.

Signatories

Prof. Dr. Ir. Dioko Santoso, MSc
Acting Rector
Universitas Indonesia

Date: November 1st 2012

Mr. Edward Gibbs
Business Manager
Center for Tropical Medicine
Nuffield Department of Medicine
University of Oxford

Date: November 1st 2012