MEMORANDUM OF UNDERSTANDING

THE BOARD OF TRUSTEES OF THE
ROYAL BOTANIC GARDENS, KEW

AND

UNIVERSITAS Negeri Papua, Manokwari

BETWEEN


**ARTICLE 1**

Objective of this Memorandum of Understanding

A Memorandum of Understanding ("MOU") between Universitas Negeri Papua ("UNIPA") and RGB Key with a view to achieving UNIPA's existing library, the National Library and the International Library, as the source of relevant, current and comprehensive information for the research and development of the field of anthropology and related sciences.

2.1 RGB Key may:

1. Apply to national and/or international bodies for funding to enable further RGB Key and UNIPA studies and research activities.
2. Produce annotated bibliographies of UNIPA's publications.
3. Publish books and scholarly journals, the results of any joint RGB Key/UNIPA studies, and
4. Between the parties be sent by UNIPA to RGB Key.

The following is a list of activities that RGB Key and UNIPA may pursue in order to promote and facilitate the research, collaboration and exchange:

- Enhance UNIPA and RGB Key collections and research capability.
- Increase knowledge of the entire field of Papua.
- Collect, study and consult the entire field of Papua.
- RGB Key and UNIPA will therefore work together to:

In summary, RGB Key and UNIPA hereby agree to pursue actively a relationship to ensure:

- Follow many years of inter-institutional links and exchanges. RGB Key and UNIPA wish to

promote and further strengthen the RGB Key and UNIPA collaboration.

Accordingly, RGB Key and UNIPA hereby agree to pursue actively a relationship to ensure:

The 12th day of November 2013.

Borommei Gandans, Key ("RGB Key") Riefmond, Surry, 72B 3AB, United Kingdom, dated this

MOU (between Universitas Negeri Papua ("UNIPA").

MEMORANDUM OF UNDERSTANDING
such breach to be remedied. In the event the Non-Deaulining Party has given notice to the Deaulining Party requiring him (5) days after the Non-Deaulining Party has given notice to the Deaulining Party requiring the Non-Deaulining Party to forthwith in writing to the Deaulining Party for a period of any time this provision of the MOU which is not forthwith remedied or if remedied is not forthwith in writing by the Deaulining Party in such breach of any provision of the MOU which is not forthwith remedied or if remedied is not forthwith in writing by the Deaulining Party to the Non-Deaulining Party for a period of (6) months notice in writing to the Deaulining Party. This agreement may be terminated by one party giving six (6) months notice in writing to the other party.

ARTICLE 5

UNIPA.

Professor Chancel D. Heathburn, F.R.S. (Head of the Environmental Research Center of Regional Team, Heratium, Library, Arts and Archives, RBG KEW).

Dr. William Baker, F.L.S. (Head of Palm Research, Heratium, Library, Arts and Archives, RBG KEW).

ARTICLE 4

This Memorandum of Understanding will come into force on the date of the final signature. It will be

Duration and Renewal

ARTICLE 3

Such documents and appropriate copies of any material collected from paper to the United Kingdom.

RFG KEW and INIPA agreements and for example or similar activities and for example or similar activities and for example or similar activities and for example or similar activities.

Provide practical help for example, to enable or coordinate or promote activities under this Agreement.

INIPA and RFG KEW.

Provide practical help for example, to enable or coordinate or promote activities under this Agreement.

Inform INIPA of any relevant opportunities for training and/or study by RFG KEW personnel at
Article 8

General

Damage.

Other judicial relief at any time if in the judgment of such action is necessary to prevent irreparable
harm or injury. Unless otherwise provided in the agreement, in the absence of such other relief, any party seeking a preliminary
injunction or injunctive relief shall post a sufficient undertaking in both parties, in the discretion of the Court, to
secure the performance of the agreement.

Neither party may commence any proceedings in any court of law in relation to any dispute arising out of the
agreement.

Dispute Resolution

Article 7

Hagel (Biotechnology Research Center) of UNIPA.

(Annex 1 of this document) Any transfer must be approved by the President of UNIPA.

6.2 Any transfer of plans or fungal material shall conform to the Material Transfer Agreement

6.1 A separate work plan will be drawn up for each activity conducted under this MOU, and mutually

IMPLEMENTATION

ARTICLE 6
Date: 12/11/2013

DIRECTOR
Mr. Richard Deverell

DATE: 12/11/2013

RECORDER
Dr. Sirul S. Mohd. S. Pd. M. Ed., M.Phill.

KEY
THE ROYAL BOTANIC GARDENS,
THE BOARD OF TRUSTEES OF

UNIVERSITY OF MANCHESTER
For and on behalf of

AGREEMENT TO THIS MEMORANDUM OF UNDERTAKING BELOW.

THE PARTIES TO THIS MEMORANDUM OF UNDERTAKING BELOW.

the said notices or documents to the recipient party.

8.9 All notices or documents shall be deemed to have been served at the date and time of delivery of

8.10 Nothing in this MOL is intended to, or shall be deemed to, constitute a partnership or joint

8.11 Nothing in this MOL is intended to, or shall be deemed to, constitute a partnership or joint

Bernal Inductions 9314.

For LUPA: Head of Biodiversity Research Centre of LUPA, Il Chunmee Sallub, Manokwari, Papua

For RBG KEW: Head of Legal and Governance, the Royal Botanic Gardens, Kew, Richmond, Surrey

been notified to the sending party.

registered mail or international courier service to the address below or to such other address as has

permanently, from carrying out projects under this MOL by reason of force majeure.

87 Each party acknowledges that the other party may be prevented, either temporarily or
For the purposes of this Agreement, 'commercial application' shall mean applying for patenting or marketing the Material.

The recipient will comply with the following terms and conditions:

1. The recipient may only use the Material for research, educational, conservation and development of botanical gardens, as an aid to the generation of scientific knowledge, to promote the ideas of the Material, its properties or derivatives, so as to prevent the increase of hazards, achieve economic diversification and to promote the commercialization of the Material. In accordance with the CBP (Convention on Biological Diversity), the recipient shall share fairly and equitably the benefits arising from the use of the Material, its properties or derivatives, and shall not sell, distribute or use for profit or any other commercial application of the Material. The recipient may only use the Material for research, educational, conservation and development of botanical gardens.

2. The recipient shall not sell, distribute or use for profit or any other commercial application of the Material. The recipient may only use the Material for research, educational, conservation and development of botanical gardens.

3. The recipient shall observe all appropriate and necessary measures to prevent the Material from being used against the purposes of the Agreement. The recipient may only use the Material for research, educational, conservation and development of botanical gardens.

4. The recipient shall observe all appropriate and necessary measures to prevent the Material from being used against the purposes of the Agreement. The recipient may only use the Material for research, educational, conservation and development of botanical gardens.

5. The recipient may only transfer the Material in its own possession or derivatives so as to prevent the increase of hazards, achieve economic diversification and to promote the commercialization of the Material. In accordance with the CBP (Convention on Biological Diversity), the recipient shall share fairly and equitably the benefits arising from the use of the Material, its properties or derivatives, and shall not sell, distribute or use for profit or any other commercial application of the Material. The recipient may only use the Material for research, educational, conservation and development of botanical gardens.

6. The recipient shall observe all appropriate and necessary measures to prevent the Material from being used against the purposes of the Agreement. The recipient may only use the Material for research, educational, conservation and development of botanical gardens.

7. The recipient shall observe all appropriate and necessary measures to prevent the Material from being used against the purposes of the Agreement. The recipient may only use the Material for research, educational, conservation and development of botanical gardens.

8. The recipient will comply with the following terms and conditions:

The recipient shall observe all appropriate and necessary measures to prevent the Material from being used against the purposes of the Agreement. The recipient may only use the Material for research, educational, conservation and development of botanical gardens.

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**Material Transfer Agreement**

Annex 1: Material Transfer Agreement