

AGREEMENT
BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF THE REPUBLIC OF INDONESIA
ON
SCIENTIFIC AND TECHNOLOGICAL COOPERATION

The Government of the United States of America and the Government of the Republic of Indonesia (hereinafter referred to as the "Parties"),

Desiring to promote further the close and friendly relations existing between them;

Considering their common interest in promoting scientific research and technological development;

Recognizing the reciprocal benefits to be derived by both Parties from close cooperation in the fields of mutual interest;

Recognizing the importance of developing mutually advantageous cooperation between their countries generally and through the spirit of the Comprehensive Partnership between Indonesia and the United States; and

Taking into account the Parties' mutually beneficial cooperation under the Agreement Between the Government of the United States of America and the Government of the Republic of Indonesia for Cooperation in Scientific Research and Technological Development signed in Jakarta January 15, 1992, which expired in 2002.

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Have agreed as follows:

ARTICLE I GEOGRAPHIC APPLICATION

For the purposes of this Agreement and for any implementing arrangements or agreements concluded pursuant to this Agreement, unless otherwise provided:

1. The term "Indonesia" means the territory of the Republic of Indonesia and the adjacent seas over which the Republic of Indonesia has sovereignty, sovereign rights or jurisdictions in accordance with the provisions of the 1982 United Nations Convention on the Law of the Sea.

2. The term "United States" means the United States of America. When used in a geographical sense, the term "United States" means the territory under the sovereignty of the United States and includes those parts of the continental shelf and adjacent seas over which the United States exercises sovereign rights in accordance with international law.

ARTICLE II OBJECTIVES

1. The purposes of this Agreement are to strengthen scientific and technological capabilities of the Parties, to broaden and expand relations between the scientific and technological communities in both countries, and to promote scientific and technological cooperation in areas of mutual benefit for peaceful purposes.

2. Priority will be given to collaborations that provide opportunities to exchange ideas, information, skills, and techniques and to collaborate on scientific and technological endeavors of mutual interest on an equal basis including but not limited to:

- a) science-based decision making;
- b) agriculture, biotechnology and plant and animal health;

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- c) health sciences, including telemedicine, and biomedical and behavioral research;
- d) medicinal science, including joint pharmaceutical research and vaccine research collaborations;
- e) food safety;
- f) biological sciences, including improving capacity building to strengthen biological laboratory safety and pathogen security;
- g) information and communication technologies, including spatial data infrastructure;
- h) transportation;
- i) energy, including renewable and alternative energy;
- j) marine research, including fisheries;
- k) space, nanotechnology and advanced technologies, including remote sensing;
- l) earth sciences, including geohazards, earth observation, and atmospheric sciences;
- m) standards and metrology;
- n) materials science;
- o) social and humanities science;
- p) natural and physical sciences, including mining and reclamation;
- q) environment;
- r) forestry, including forest fire prevention and forest industries;
- s) biodiversity;
- t) integrated watershed management;
- u) science and technology education;
- v) research and education exchanges;
- w) science, technology and engineering for sustainable development; and
- x) other areas of scientific and technological cooperation as may be mutually agreed upon.

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3. Cooperative activity shall not proceed under this Agreement unless the Parties are satisfied that the relevant government agencies or other designees of the two Parties have agreed to an implementing arrangement or agreement or the Parties have decided that an implementing arrangement or agreement is not necessary.

4. Cooperative activities shall be conducted in accordance with the applicable laws and regulations in each country.

ARTICLE III MEANS OF COOPERATION

1. The Parties shall encourage and facilitate cooperation through appropriate means including:

- a. exchanges of scientific and technical information;
- b. exchanges of scientists and technical experts;
- c. education, training and/or capacity building workshops of scientists and technical experts;
- d. exchanges of best practices related to science and technology;
- e. the convening of joint seminars and meetings;
- f. the conduct of joint research projects;
- g. the development of direct contacts and cooperation between government agencies, universities, research centers, institutions, private sector companies, and other entities of the two countries; and
- h. other forms of scientific and technological cooperation as may be mutually agreed upon.

2. Cooperation under this Agreement shall be based on shared responsibilities and equitable contributions and benefits, commensurate with the Parties' respective scientific and technological strengths and resources.

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ARTICLE IV
IMPLEMENTING AGENCY

Each Party will designate a point or points of contact for the coordination of requests for necessary authorizations for the purpose of scientific research, including requests for the notification and approval of requests for authorizations for access to the waters and terrestrial airspace under national jurisdiction in accordance with international law, and will treat those requests with diligence, taking into account the significance of these activities to the advancement of scientific knowledge.

ARTICLE V
EXECUTIVE OFFICERS AND THE JOINT COMMITTEE

1. The Parties shall establish a Joint Committee for coordinating and facilitating cooperative activities under this Agreement composed of representatives designated by the Parties. The Committee shall conduct a joint review of activities, joint research projects, matters of importance in the fields of science and technology research, and policies related to the overall scientific and technological research relationship between the Parties under this Agreement periodically in a meeting that shall take place alternately in the United States and in Indonesia.

2. Each Party will select an Executive Officer responsible for the coordination and facilitation of cooperative activities under this Agreement, including coordination of Joint Committee meetings on scientific and technological cooperation between the Parties. For the United States, this shall be the Director of the Office of Science and Technology Cooperation in the Bureau of Oceans, Environment and Science of the U.S. Department of State. For Indonesia, this shall be the Director for International Research, Science and Technology Cooperation, the Ministry of Research and Technology of the Republic of Indonesia.

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3. In the intervals between the sessions of the Committee, the Executive Officers of the Parties shall meet, if necessary, to discuss and further the implementation of this Agreement and to exchange information on the progress of programs, projects and activities of common interest, which may include review of intellectual property rights under this Agreement, and implementing arrangements under this Agreement, as outlined in Article X and Annex I.

ARTICLE VI IMPLEMENTATION

1. The Parties may encourage, facilitate, and, where appropriate coordinate, the development of direct contacts and cooperation between government agencies, universities, research centers, institutions, and other entities as mutually agreed by the two countries.

2. The implementing arrangements or agreements concluded by government agencies or other designees of the Parties may cover, as appropriate, topics of cooperation in science and technology, means of cooperation, obligations and procedures for transfer and use of equipment and funds, genetic resources and associated traditional knowledge, Material Transfer Agreements (MTAs), the potential need for the temporary cessation of activities, and other relevant issues. The conclusion of those implementing arrangements or agreements shall be in accordance with prevailing laws, regulations and procedures of both Parties. Unless the Parties or their designees agree otherwise, the terms of this Agreement shall apply to any implementing arrangements or agreements.

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3. Upon approval by both Parties, scientists, technical experts, governmental agencies and institutions of third countries, or international organizations may be invited to participate, at their own expense unless otherwise agreed, in projects and programs being carried out under this Agreement and its implementing arrangements or agreements.

ARTICLE VII

FINANCIAL ARRANGEMENTS

1. Cooperative activities under this Agreement shall be subject to the availability of funds.

2. Unless otherwise provided for in implementing arrangements or agreements, each Party or participating entity shall bear the cost of its participation and that of its personnel in cooperative activities under this Agreement. Should either Party or an entity thereof wish to use technical or professional services made available to it by the other Party, the assumption of costs, both direct and indirect, shall be agreed upon by the entities involved.

ARTICLE VIII

MATERIAL TRANSFER AGREEMENT

Taking into account the applicable laws and regulations of the Parties, research materials used in the collaborations under this Agreement may, on agreement of the participants, be transferred using Material Transfer Agreements (MTAs) as appropriate in the particular collaborations.

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ARTICLE IX TRANSPARENCY

Cooperative activities under this Agreement shall be conducted with due regard for transparency. Each Party should provide the other Party with timely access to, and information about, the results of cooperative activities, consistent with the obligations set forth in this Agreement.

ARTICLE X PROTECTION OF INTELLECTUAL PROPERTY

1. Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Agreement are set forth in Annex I, which shall form an integral part of this Agreement.

2. Scientific and technological information of a non-proprietary nature resulting from cooperation under this Agreement (other than information which is not disclosed for commercial or industrial reasons) shall be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with normal procedures of the participating agencies and entities.

ARTICLE XI GENETIC RESOURCES AND ASSOCIATED TRADITIONAL KNOWLEDGE

The collection, conservation, and exchange of genetic resources and associated traditional knowledge under this Agreement may be subject to or the subject of negotiations in implementing agreements or arrangements as foreseen in Article VI. Such negotiations should take into account the applicable laws and regulations of the Republic of Indonesia and the United States of America.

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ARTICLE XII
FACILITATION OF COOPERATION

1. Each Party shall facilitate, as appropriate, and in accordance with its laws and regulations, entry into and exit from its territory of appropriate personnel and equipment of the other Party, as well as other materials used or engaged as part of projects and programs under this Agreement.

2. Each Party shall facilitate, as appropriate, and in accordance with its laws and regulations, prompt and efficient access of persons of the other Party participating in cooperative activities under this Agreement, to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists and researchers as needed to carry out those activities.

3. Customs duty and tax exemption and relief shall be in accordance with the prevailing laws and regulations of the Parties.

4. The Parties do not foresee the provision of foreign assistance under this Agreement. If they decide otherwise with respect to a particular activity, the relevant implementing arrangement would need to be consistent with the requirements of the laws of the respective countries that regulate activities related to foreign assistance, notwithstanding paragraph 3 of this Article.

5. Each Party shall take reasonable measures to ensure that its participants engaged in cooperative activities under this Agreement respect the applicable laws and regulations of the other Party when in that Party's territory.

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ARTICLE XIII
AMENDMENT

This Agreement may be amended at any time by mutual written agreement of the Parties. Any such amendments shall enter into force on such a date as may be determined by the Parties.

ARTICLE XIV
CONSULTATIONS AND DISPUTE RESOLUTION

In the event that differences arise between the Parties with regard to the interpretation or application of this Agreement, the Parties shall resolve them by means of negotiations and consultations.

ARTICLE XV
FINAL PROVISIONS

1. This Agreement shall enter into force on the date of the later written notification by each Party, through diplomatic channels, indicating compliance with the respective domestic procedures necessary for its entry into force. It shall remain in force for five years and shall be automatically extended for further five-year periods unless either Party objects to such extension in writing at least six months prior to the date it is due to expire.

2. This Agreement may be terminated at any time by either Party upon six months written notice to the other Party.

3. Unless otherwise agreed by the Parties, termination of this Agreement shall not affect the implementation of any cooperative activity carried out under this Agreement and not completed upon termination of this Agreement.

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IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Jakarta, in duplicate, this 29th day of March, 2010, in the English and Indonesian languages, which shall be equally authentic.

FOR THE GOVERNMENT
OF THE UNITED STATES OF
AMERICA:



CAMERON R. HUME
Ambassador Extraordinary
and Plenipotentiary

FOR THE GOVERNMENT
OF THE REPUBLIC OF
THE INDONESIA:



SUHARNA SURAPRANATA
Minister for Research
and Technology

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ANNEX I

Intellectual Property Rights

I. General Obligation

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements or agreements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.
- B. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.
- C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
- D. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international

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law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

- E. Termination or expiration of this Agreement shall not affect any rights or obligations established under this Annex.

III. Allocation of Rights

- A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

- B. Rights to all forms of intellectual property, other than those rights described in paragraph III.A above, shall be allocated as follows:

(1) Visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.

(2) (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by paragraph III.B(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.

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- (b) Unless otherwise agreed in implementing arrangements or agreements, each Party shall have within its territory all rights to exploit or license intellectual property created in the course of the cooperative activities.
- (c) The rights of a Party outside its territory shall be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.
- (d) Notwithstanding paragraphs III.B(2)(a) and (b) above, if a particular project has led to the creation of intellectual property protected by the laws of one Party but not the other, the Party whose laws provide for this type of protection shall be entitled to all rights to exploit or license intellectual property worldwide although creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).
- (e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the inventions promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled.
- (f) Either Party may request the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

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IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

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