



**IMPLEMENTING ARRANGEMENT
BETWEEN
RESEARCH AND DEVELOPMENT AGENCY OF
THE MINISTRY OF TRANSPORTATION OF THE REPUBLIC OF INDONESIA,
THE PROVINCIAL GOVERNMENT OF WEST JAVA
AND
THE AUSTRALIA-INDONESIA CENTRE (MONASH UNIVERSITY)
ON
JOINT RESEARCH IN THE FIELD OF INTEGRATED OF TRANSPORT AND
LOGISTICS DEVELOPMENT IN THE NORTHEAST OF WEST JAVA PROVINCE**

The Research and Development Agency of the Ministry of Transportation of the Republic of Indonesia, The Provincial Government of West Java and Monash University acting through the Australia-Indonesia Centre, hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”;

REFERRING to The Memorandum of Understanding between the Ministry of Transportation and Monash University signed on 10 April 2018;

DESIRING to develop co-operation in the form of the joint research theme of “Integrated of Transport and Logistics Development in the Northeast of West Java Province” through the establishment of this Implementing Arrangement.

HEREBY AGREE AS FOLLOWS:

1. SCOPE OF COOPERATION

The Parties shall co-operate on joint research focusing on:

- 1) Development, either jointly or individually, of research proposals to fourth parties seeking research funding;
- 2) Research collaboration in areas of mutual interest, including with campuses affiliated with the Australia-Indonesia Centre (AIC);
- 3) Benchmarking;

- 4) Focus Group Discussions;
- 5) Joint paper on “Integrated Transport and Logistics Development In The Northeast of West Java Province”;
- 6) Submission of journal articles for publication ideally in English and Indonesian;
- 7) Policy Recommendations on promoting Integrated Transport and Logistics Management to Accelerate Development of the northeast of West Java Province.

2. IMPLEMENTATION

The Parties agree to apply the following modalities in undertaking activities:

- 1) Proposals for collaborative work under this Implementing Arrangement will be submitted for approval through the normal procedures of each Party;
- 2) Data required during the Joint Research will be collected by the Research and Development Agency and West Java Provincial Government including through collaboration with other national and sub-national authorities;
- 3) The data analysis and draft reporting phases will be conducted jointly by three Parties;
- 4) The Australia-Indonesia Center will provide the experts and analytical experience regarding the research;
- 5) Conduct of international peer-reviews by experts agreed by the Parties;
- 6) Individual collaborative activities developed under this Implementing Arrangement will be the subject of separate agreements in writing;
- 7) The final approval of any activity will depend on the availability of the guaranteed support funds;
- 8) Each Party is liable for its own acts and omissions under this Implementing Arrangement including any liability to a fourth party arising from its acts or omissions.

3. INTELLECTUAL PROPERTY RIGHTS

- 1) Any intellectual property contributed by one Party for the implementation of this Implementing Arrangement will remain the property of that Party.
- 2) Any intellectual property rights in relation to collaborative activities undertaken under this Implementing Arrangement, including any intellectual property resulting from joint research by the Parties, will be subject to a separate agreement concluded between the Parties.

4. CONFIDENTIALITY

- 1) Each Party will observe the confidentiality and secrecy of documents, information and other data received or supplied directly or indirectly to the other Party under this Implementing Arrangement.



- 2) If either of the Parties wishes to disclose confidential activities under this Implementing Arrangement to any third party, the disclosing Party must inform, and secure consent from, the other Party before any disclosure can be made.
- 3) The provisions above will not prejudice the prevailing laws and regulations of Australia and Indonesia.
- 4) These provisions will remain in force between the Parties notwithstanding the cancellation or expiry of this Implementing Arrangement.

5. SETTLEMENT OF DIFFERENCES

Any differences resulting from interpretation of this Implementing Arrangement will be settled amicably through consultation and negotiation between the Parties, based on mutual understanding, equality, cooperation and goodwill.

6. AMENDMENT

The provisions in this Implementing Arrangement may be amended at any time with the mutual written consent of the Parties. Such amendments will form part of this Implementing Arrangement.

7. ENTRY INTO EFFECT, DURATION, AND TERMINATION

- 1) This Implementing Arrangement will come into effect on the date of the last signature and remains in effect for 2 (two) years from the signature date, unless extended or terminated earlier in accordance with this Implementing Arrangement.
- 2) This Implementing Arrangement is not intended to create any legally binding obligations.
- 3) This Implementing Arrangement may be extended by mutual written consent of the Parties.
- 4) This Implementing Arrangement may be terminated by either Party by giving written notification to the other Party of its intention to terminate this Implementing Arrangement at least 60 (sixty) days prior to the intended date of termination.

8. COUNTERPARTS

This Implementing Arrangement may be executed in counterparts, which taken together will constitute one document. Counterparts may be exchanged by digital scan which may be relied upon by the receiving party as having the same legal force and effect as the original signed counterpart.



SIGNED in duplicate at Jakarta and Melbourne in two languages: English and Indonesian language. All texts being equally authentic. In case of any divergences of interpretation the English text shall prevail.


On behalf of The Research and
Development Agency of Ministry of
Transportation of The Republic of
Indonesia



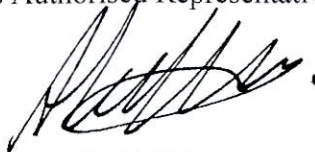
Sugihardjo
Director General

On behalf of West Java Provincial
Government




Daud Achmad
Acting As Regional Secretary

On behalf of Monash University (The
Australia-Indonesia Centre)
By Its Authorised Representative



Prof Abid Khan
DVC and VP (Global Engagement)

