



## Memorandum of Understanding

### Between

### Universitas Khairun, the Universidade de Lisboa and the Escola Naval

This Memorandum of Understanding (hereinafter referred to as “MOU”), is between

- **Universitas Khairun**, with address in Jl Yusuf Abdulrahman, Gedung Rektorat Kelurahan Gambesi, Kota Ternate Selatan 97719, Indonesia, represented by its Rector, Professor Husen Alting, SH., MH.
- **Universidade de Lisboa**, with address in Alameda da Universidade, 1649-004 Lisbon, Portugal, represented by its Rector, Professor António Manuel da Cruz Serra
- **Escola Naval**, with address in Base Naval de Lisboa – Alfeite 2810-001 Almada, represented by its Commander, Rear Admiral Mário José Simões Marques which are hereinafter referred to individually as a "Party" and collectively as "Parties".

whereas each Party has a strong interest in the Global Spice trade in Asia through the Indian, the Pacific and the Atlantic Oceans, connecting three major continents (Asia, Africa, Europe), and in the concomitant and most significant traces of civilization left (hereinafter referred to as “Scope”),

whereas each Party has strong academic linkages and a mutual interest in conducting joint research projects pertaining to the Scope, specifically in the areas of Maritime History, Flora Traffic and Dissemination, History of Science and Civil and Military Architecture and Language.

The Parties enter into this MOU with the intention to collaborate within the Scope as follows:

#### 1. Collaboration

1.1 The research collaboration of the Parties will take place through the development and conduct of specific projects mutually agreed by the Parties in writing. The terms and



conditions for each project will be incorporated separately into a formal written agreement for such individual project.

1.2 The Parties intend to cooperate to seek for funds from diverse sources for collaborative projects; however neither Party is obligated to commit funding to the foresaid collaboration except as specifically agreed further in writing.

## **2. Intellectual Property**

Ownership of the intellectual property rights developed jointly by the Parties in connection with the collaboration under the Scope, duly authorized by the investigators, shall be determined in good faith by the Parties hereto depending on their relative contribution to the creation of such intellectual property rights.

## **3. Confidential Information**

- 3.1. Confidential Information shall mean all information in whatever form or mode of communication, which is disclosed by a Party (hereinafter referred to as “Disclosing Party”) to any other Party (hereinafter referred to as “Receiving Party”) in connection with this MOU during its execution and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (15) calendar days from oral disclosure at the latest as confidential information by the Disclosing Party.
- 3.2. The Parties agree that the Receiving Party shall hold the Confidential Information in strict confidence, no less than a reasonable degree of care, as the Receiving Party uses to protect its own confidential information of a like nature.
- 3.3. The Receiving Party shall not disclose any confidential information to any other person or entity except with the disclosing Party’s prior written consent.
- 3.4. Each Party must ensure that its employees, officers and agents comply with the obligations under this clause. The obligations under this clause shall survive and continue for five (5) years after termination of this MOU.
- 3.5. However, these obligations will not apply to any information that is (a) publicly available or becomes so through no fault of either party, (b) available from a third party without violation of an obligation of nondisclosure to the Disclosing Party, (c) already known to or is independently developed by either Party, in each case through to the extent evidenced by written records promptly disclosed to the counter-party.



#### 4. Duration Termination and Modification

- 4.1. The term of this MOU shall be three (3) years from the date of signing of this MOU by the Parties, unless terminated earlier in accordance with this clause.
- 4.2. Either Party may terminate the MOU at any time in its sole discretion by giving sixty (60) days written notice to the other Parties.
- 4.3. This MOU shall only be amended by mutual written agreement of the Parties signed by the authorized signatory of each of the Parties.

In witness thereof, the Parties have caused this MOU to be signed by their duly authorized officers in three identical copies, one for each of the Parties, as set forth below.

For and on behalf of  
**Universitas Khairun**

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Name: Husen Alting, SH., MH  
Title: Rector  
Date: **4/11/2019**

For and on behalf of  
**Universidade de Lisboa**

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Name: António Manuel da Cruz Serra  
Title: Rector  
Date:

For and on behalf of  
**Escola Naval**

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Name: **Mano José Simões Marques**  
Title: **Commander, Rear Admiral**  
Date: