



**AGREEMENT
BETWEEN
INSTITUTE OF AGRICULTURAL TECHNOLOGY,
SURANAREE UNIVERSITY OF TECHNOLOGY, THE KINGDOM OF THAILAND
AND
RESEARCH CENTER FOR APPROPRIATE TECHNOLOGY,
INDONESIAN INSTITUTE OF SCIENCES, THE REPUBLIC OF INDONESIA
CONCERNING
JOINT RESEARCH AND CAPACITY BUILDING IN THE FIELD OF
FOOD PROCESSING TECHNOLOGY DEVELOPMENT**

This Agreement is made by and between:

Institute of Agricultural Technology, Suranaree University of Technology (hereinafter referred to as “SUT”) located at 111 University Avenue, Suranaree Sub-district, Muang District, Nakhon Ratchasima, The Kingdom of Thailand

and

Research Center for Appropriate Technology, Indonesian Institute of Sciences (hereinafter referred to as “P2TTG-LIPI”) located at Jl. K.S. Tubun No. 5, Subang, West Java, The Republic of Indonesia hereinafter referred to individually as the “Party” and collectively referred to as the “Parties”.

Desiring to promote collaboration and explore opportunities to develop, support and enrich the development of research in the fields that will be beneficial to both Parties including human resource development on the basis of reciprocity in areas of mutual interest.

Pursuant to the prevailing laws and regulations in their respective countries as well as procedures, and policies on technical cooperation.

Agree to enter into the following to promote and facilitate joint research and educational collaborations. The two institutions also agree as follows:

I. Purpose of the Agreement

The purpose of this Agreement is to promote and facilitate mutual research cooperation and to develop the scientific capabilities of the Parties in the field of food technology and biotechnology.

II. Scope of Collaborations

The areas of collaborations can be proposed by either institutions and can include, but not limited to:

- a. Joint research on food technology and biotechnology development;
- b. Joint supervision on undergraduate and postgraduate students;
- c. Co-organize scientific seminar, symposiums and conferences;
- d. Joint publication and exchange of information;
- e. Mobility of researchers, students, and staff for industrial training, research and *skill development* internship;
- f. PhD and master degree program following the PhD and master degree by research scheme of LIPI for researchers and staff of P2TTG-LIPI.

III. Financial Arrangement

1. The Parties agree that all specific arrangements and plans for activities are to be negotiated and are dependent on the availability of funds and the approval of each Party authorized representatives.
2. When appropriate, the Parties will make every effort to facilitate and find appropriate financial from external sources to support their collaborative activities upon written consent from the Parties. However, each cooperative activity will be evaluated individually, and all the related cost of the cooperative activities should be decided on a case by case basis which will be specified in the plan of operation.

IV. Implementation

1. Any specific activities developed under this Agreement shall be detailed in the plan of operation, which will be signed by each Party authorized representatives. The plan of operation will include such items as:
 1. Elaborations of the responsibilities of each Party for the agreed upon activity.
 2. Schedules for the specific activities.
 3. Budgets and resources of financing for each activity
 4. Any other items deemed necessary for the efficient management of the activity
2. The activities specified in the preceding paragraph shall be carried out in compliance with laws and regulations to be followed by the Parties concerned.
3. The Parties shall conduct periodical review for any activities or projects as stipulated in the agreement of implementation.

V. Correspondence

1. For the further proceed of this Agreement, the Parties appoint following coordinating agencies to manage and oversee the collaborative activities contemplated under this Agreement,

For SUT

Name : Asst. Prof. Dr. Sunanta Tongta
Position : Lecturer
Address : 111 University Avenue, Suranaree Sub-district, Muang District,
Nakhon Ratchasima, The Kingdom of Thailand
Tel./Fax. : +66-4422-3000 / +66-4422-4070
Email : s-tongta@g.sut.ac.th

For P2TTG-LIPI

Name : Mr. Achmat Sarifudin
Position : Researcher
Address : Jl. K.S. Tubun No. 5, Subang, West Java, The Republic of Indonesia
Tel./Fax. : +62-260-411478/ +62-260-411239
Email : achmatsarifudin@gmail.com

2. All notices to be given under this Agreement should be in official written form and shall be deemed delivered when delivered in person or received by email, certified mail, return receipt requested, addressed to the recipients designated above, subject to any change of address, written notice of which will promptly be provided.
3. Relevant changes regarding the Parties' coordinating agencies will not require an amendment of this Agreement. The Parties will keep each other informed about the details of their coordinating agencies.

VI. Contribution of SUT

In accordance with the prevailing laws and regulations in The Kingdom of Thailand, and given the availability of funds, SUT shall:

1. Provide any in-kind supports to run the collaboration activities.
2. Assign qualified expert and researcher to work on collaborative project involving the activities under this Agreement.
3. Assist in arranging research permits and other necessary paperwork (such as collection permits and export permits) from the Thailand government to facilitate joint research visits and joint fieldwork involving researchers from P2TTG-LIPI in Thailand

VII. Contribution of P2TTG-LIPI

In accordance with the prevailing laws and regulations in The Republic of Indonesia, and given the availability of funds, P2TTG-LIPI shall:

1. Provide any in-kind supports to run the collaboration activities.
2. Assign qualified expert and researcher to work on collaborative project involving the activities under this Agreement.
3. Assist in arranging research permits and other necessary paperwork (such as collection permits and export permits) from the Indonesia government to facilitate joint research visits and joint fieldwork involving researchers from SUT in Indonesia.

VIII. Intellectual Property Rights

1. Any Intellectual Property Right (IPR) including know-how, methods, and technical information brought by one of the Parties for the implementation of activities under this Agreement shall remain the property of that party. However, if that party infringes any third party's legitimate IPR, that party shall indemnify the third party solely. Further that party shall be liable for any claim made by third Party on the ownership and legality of the use of the IPR which is brought in by the aforementioned third party for the implementation of the cooperation activities under this Agreement;
2. Any IPR, data and information resulting from research activities conducted under this Agreement, including know-how, methods, and technical information, shall be jointly owned by the Parties, and the Parties shall be allowed to use such property for non-commercial purposes. Should the IPR, data and information resulted from the cooperation activities under this Agreement be used for commercial purposes by one party, the other party shall be entitled to the royalties obtained from the exploitation of such property on the basis of the principle of equitable contribution. In such case, the object of the research activities conducted under this Agreement shall constitute a part of contribution of the Parties from which the object derives. The value of the object as part of contribution will be measured by taking into account the following factors:
 - a. the scarcity of the object (the rarer the object is, the higher its value will be);
 - b. the commercial value of the result of the research (the higher its commercial value is, the higher its worth).
3. The utilization of the object of the research activities and their findings under this Agreement outside the territories of the Republic of Indonesia and The Kingdom of Thailand by one of the Parties shall have to get prior written approval from the other party on a case by case basis;
4. Whenever either party requires the cooperation of another party for any financial support, either party shall consult to the other party of any implications, especially on the IP that may arise under the implementation of this Agreement.

IX. Genetic Resource and Traditional Knowledge

1. The Parties shall recognize the value of genetic resources and traditional knowledge (GRTK), and recognize the rights of holders of GRTK to effective protection over their GRTK against misuse and misappropriation by either Party.
2. GRTK shall be protected against misuse and misappropriation by either Party.
3. Any acquisition, appropriation, or utilization of GRTK by unfair or illicit means constitutes an act of misappropriation. Misappropriation may also include deriving commercial benefit from the acquisition, appropriation, or utilization of GRTK when the person using that GRTK knows, or is negligent in failing to know, that it was acquired or appropriated by unfair means or through commercial activities contrary to honest practices that gain inequitable benefit from the GRTK.
4. Any access to and use of GRTK by the respective Party under the implementation of this Agreement shall require prior consent permit from the relevant authorities of the country or municipal jurisdiction in which the GRTK is found. The Parties shall ensure that the local communities concerned shall give prior informed consent to the access and be informed of the access and of the results of the cooperative and/or collaborative activities using such GRTK.
5. When the cooperative and/or collaborative activities under this Agreement utilize GRTK for a commercial purpose, the Party located in the country in which the GRTK in question is found, on behalf of its local communities concerned, shall be entitled to the right of intellectual property arising from such usage, where appropriate, and associated benefit sharing.
6. The benefits of protection of GRTK to which its holders are entitled include the fair and equitable sharing of benefits arising out of the commercial or industrial use of that GRTK.
7. Legal means should be available to provide remedies for holders of GRTK in cases where the fair and equitable sharing of benefits as provided for in paragraph 6 (six) has not occurred.
8. Any application for Intellectual Property Rights related to GRTK must acknowledge the country of its origin.
9. Any GRTK must be registered and recorded at the government of the country of its origin in accordance with the laws and regulations applicable in the country. Such registration and recording must be completed prior to any publication made by the Parties using the GRTK.

X. Material Transfer Agreement

All research materials used in the collaboration under this Agreement will be transferred by using a Material Transfer Agreement (MTA) and shall be approved by the Parties.

XI. Confidentiality and Publicity

1. Both Parties agree that each Party will treat as confidential any and all technical and commercial information related to a project conducted under this Agreement which has been or may hereafter be made available to it, directly or indirectly, by the other Party, including any information made available in writing, orally, or by assembly embodying the technical and commercial information, and that it will not use such information except for the purposes as provided in this Agreement. In the event that either Party wishes to disclose any confidential data and information supplied during or resulting from the implementation of this Agreement, the disclosing Party shall have prior written consent from the other Party.
2. The Parties agree that each Party may publish the existence and nature of any activity under this Agreement provided that the other Party does not indicate in writing that a specific matter shall remain confidential and that those wishing to publish it must obtain written consent from the other Party.
3. The Parties will ensure that any publication about the relationship between the Parties is accurate. Only the approved name and logo of the other Party may be used in any such materials.
4. Each Party will comply with the other Party's reasonable requests about advertising and promoting this relationship, with a view to promoting the relationship with integrity and accuracy.
5. Neither Party shall make any publications in any form concerning the activities under this Agreement without obtaining the written consent of the other Party. Any publications concerning this Agreement must be jointly published by the Parties.
6. The Parties agree that the provisions of this Article shall not prejudice the prevailing laws and regulations applicable to the Parties.

XII. Limitation of Personnel

The Parties shall ensure that their personnel(s) engaged in activities under this Agreement will:

1. Observe, respect and comply with the laws and regulations, and policies of the Government of the Republic of Indonesia and those of the Kingdom of Thailand;
2. Refrain from conducting any activities which may conflict with the application of this Agreement while engaging in activities under this Agreement other than those agreed upon by the Parties.

XIII. Settlement of Dispute

Any disputes arising from the interpretation or implementation of this Agreement shall be settled amicably through consultation or negotiation between the Parties.

XIV. Amendments

Amendments to this Agreement may be requested, in writing, by either Party. Any amendments shall be approved by authorized signatories. Such amendment or modification shall form an integral part of this Agreement and shall enter into force on such a date as may be determined by the Parties.

XV. Entry into Force, Duration and Termination

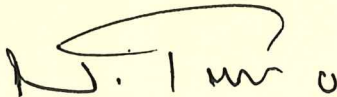
1. This Agreement shall enter into force on the last date of its signing by authorized representatives of both Parties and will be in effect for a period of 3 (three) years from the last date signature.
2. Either Party may terminate the Agreement at any time by giving written notification to the other Party at least 6 (six) months prior to the intended date of termination.
3. The termination of this Agreement shall not affect the validity of the contracts or activities entered into during the period of validity of this Agreement until the completion of such contracts or activities, unless otherwise decided by the Parties.
4. Articles VI, VII, VIII, and IX survive the expiry or termination of this Agreement.

In witness whereof, the SUT and P2TTG-LIPI have caused this Agreement to be effective by their duly authorized representatives.

Signed in duplicate and this Agreement is prepared in English. Two original copies of this Agreement are produced and authentic. Any translations are for convenience only and will have no force or effect on the interpretation hereof.

For
Institute of Agricultural Technology,
Suranaree University of Technology

Signature



(Prof. Dr. Neung Teaumroong)
Dean of Institute of Agricultural Technology,
Suranaree University of Technology

Date : - 7 AUG 2020

Place: SURANAREE UNIVERSITY OF TECHNOLOGY

For
Research Center for Appropriate Technology,
Indonesian Institute of Sciences

Signature



(Dr. Pramono Nugroho, M.Eng.Sc)
Head of Research Center for Appropriate
Technology, Indonesian Institute of Sciences

Date : 18 SEP 2020

Place: RESEARCH CENTER FOR APPROPRIATE
TECHNOLOGY, INDOONESIAN INSTITUTE OF SCIENCES

สรุปลงสาระสำคัญ

(ร่าง) ข้อตกลงว่าด้วยการวิจัยร่วมและการเสริมสร้างศักยภาพการพัฒนาเทคโนโลยีการแปรรูปอาหาร
ระหว่าง สำนักวิชาเทคโนโลยีการเกษตร มหาวิทยาลัยเทคโนโลยีสุรนารี และ

Research Center for Appropriate Technology, Indonesian Institute of Sciences สาธารณรัฐอินโดนีเซีย

1. **สรุปลงสาระสำคัญ:** (ร่าง) ข้อตกลงว่าด้วยการวิจัยร่วมและการเสริมสร้างศักยภาพการพัฒนาเทคโนโลยีการแปรรูปอาหาร ระหว่าง สำนักวิชาเทคโนโลยีการเกษตร มหาวิทยาลัยเทคโนโลยีสุรนารี และ Research Center for Appropriate Technology, Indonesian Institute of Sciences สาธารณรัฐอินโดนีเซีย (Agreement between Institute of Agricultural Technology, Suranaree University of Technology, The Kingdom of Thailand and Research Center for Appropriate Technology, Indonesian Institute of Sciences, The Republic of Indonesia concerning joint research and capacity building in the field of food processing technology development) สรุปลงสาระสำคัญ ดังนี้

1.1 **หน่วยงานเจ้าของเรื่อง:** สาขาวิชาเทคโนโลยีอาหาร สำนักวิชาเทคโนโลยีการเกษตร

1.2 **วัตถุประสงค์:** เพื่อส่งเสริมและอำนวยความสะดวกความร่วมมือด้านการวิจัยร่วมกันและพัฒนาศักยภาพทางวิทยาศาสตร์ของคู่ความร่วมมือในสาขาเทคโนโลยีอาหารและเทคโนโลยีชีวภาพ

1.3 **ขอบเขตความร่วมมือ:** การวิจัยร่วมกันทางด้านเทคโนโลยีอาหารและการพัฒนาเทคโนโลยีชีวภาพ การร่วมกำกับดูแลนักศึกษาในระดับปริญญาตรี และสูงกว่าปริญญาตรี การร่วมกันจัดงานประชุมสัมมนาทางวิทยาศาสตร์ การร่วมตีพิมพ์และแลกเปลี่ยนข้อมูล การแลกเปลี่ยนนักศึกษา บุคลากร และนักวิจัย หลักสูตรปริญญาเอกและปริญญาโทโดยโครงการวิจัย LIPI สำหรับนักวิจัยและเจ้าหน้าที่ของ P2TTG-LIPI

1.4 **แผนการดำเนินงาน:**

ปีที่ 1-3 แลกเปลี่ยนนักศึกษา 2-3 คน และแลกเปลี่ยนบุคลากร 2 คน

1.5 **ระยะเวลา:** 3 ปี

1.6 **การเงิน:** ขึ้นอยู่กับความพร้อมของเงินทุนและการตกลงของทั้งสองฝ่ายตามแต่กรณี

1.7 **หน่วยงานที่รับผิดชอบ:** มทส. สาขาวิชาเทคโนโลยีอาหาร สำนักวิชาเทคโนโลยีการเกษตร

(ผศ. ดร. สุนันทา ทองทา)

Research Center for Appropriate Technology, Indonesian Institute of Sciences (Mr. Achmat Sarifudin)

2. **ข้อมูลเกี่ยวกับสถาบัน:**

Research Center for Appropriate Technology, Indonesian Institute of Sciences (P2TTG-LIPI) สาธารณรัฐอินโดนีเซีย เป็นสถาบันวิจัยแห่งชาติอินโดนีเซีย ก่อตั้งขึ้นเมื่อปี ค.ศ.1967 ตั้งอยู่ที่เมืองจาการ์ตา บริหารงานอยู่ภายใต้กระทรวงการวิจัยเทคโนโลยีและการอุดมศึกษา (RISTEK) หนึ่งในหน้าที่หลักของ LIPI คือ การดำเนินการวิจัยขั้นพื้นฐานระหว่างสหสาขาวิชาและให้คำแนะนำแก่รัฐบาลในด้านวิทยาศาสตร์และเทคโนโลยี

P2TTG-LIPI มีความเชี่ยวชาญด้านวิทยาศาสตร์ที่ตีพิมพ์ และมีเครือข่ายทางวิทยาศาสตร์ที่กว้างขวางภายในอินโดนีเซีย มีการสร้างความร่วมมือกับศูนย์วิจัยชีววิทยา (Cibinong Research Center for Biology) ของ LIPI ซึ่งให้บริการห้องปฏิบัติการขั้นพื้นฐานและเป็นที่ตั้งของหอพรรณไม้ Herbarium Bogoriense และพิพิธภัณฑ์สัตว์วิทยา

ประวัติโดยสังเขป (สรุปไม่เกิน 1 หน้ากระดาษ A4)

RESEARCH CENTER FOR APPROPRIATE TECHNOLOGY, INDONESIAN INSTITUTE OF SCIENCES, THE REPUBLIC OF INDONESIA (P2TTG-LIPI) เป็นสถาบันวิจัยแห่งชาติอินโดนีเซีย ก่อตั้งขึ้นเมื่อปี ค.ศ.1967 ตั้งอยู่ที่เมือง Jakarta, DKI Jakarta, Indonesia บริหารงานอยู่ภายใต้กระทรวงการวิจัย เทคโนโลยีและการอุดมศึกษา ปัจจุบันมีพนักงานประมาณ 4,668 คน P2TTG-LIPI ก่อตั้งเพื่อดำเนินการวิจัยขั้นพื้นฐานระหว่างสหสาขาวิชา ดังนี้

- 1) ดำเนินการวิจัยและพัฒนาวิทยาศาสตร์และเทคโนโลยี
- 2) ให้คำแนะนำในการพัฒนาวิทยาศาสตร์และเทคโนโลยี
- 3) ส่งเสริมและพัฒนาวิทยาศาสตร์และเทคโนโลยีในหมู่คนอินโดนีเซีย
- 4) ส่งเสริมและพัฒนาชุมชนวิทยาศาสตร์
- 5) พัฒนาคือความร่วมมือกับหน่วยงานทางวิทยาศาสตร์ระดับชาติและนานาชาติตามกฎหมายและข้อบังคับที่มีอยู่
- 6) ให้บริการที่เกี่ยวข้องกับวิทยาศาสตร์และเทคโนโลยี
- 7) ให้คำแนะนำแก่รัฐบาลในการกำหนดนโยบายระดับชาติด้านวิทยาศาสตร์และเทคโนโลยี

P2TTG-LIPI มีความเชี่ยวชาญด้านวิทยาศาสตร์ที่ตีพิมพ์และมีเครือข่ายทางวิทยาศาสตร์ที่กว้างขวางภายในประเทศอินโดนีเซีย มีการสร้างความร่วมมือกับศูนย์วิจัยชีววิทยาซีบิงองของ LIPI และศูนย์วิจัย Cibinong ให้บริการห้องปฏิบัติการขั้นพื้นฐานและเป็นที่ตั้งของ Herbarium Bogoriense และพิพิธภัณฑ์สัตววิทยา