

MEMORANDUM OF UNDERSTANDING

BETWEEN



DEAKIN UNIVERSITY,
CENTRE FOR SUPPLY CHAIN AND LOGISTICS
(CSCL)

AND



ASOSIASSI LOGISTIK & FORWARDER
INDONESIA (ALFI)

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Memorandum of Understanding

Parties

Deakin University

ABN 56 721 584 203
of 1 Gheringhap Street, Geelong, Victoria, 3220
(Deakin)

The party identified in Item 1 of the Schedule (Partner Organisation)

Background

- A. Deakin and the Partner Organisation have identified areas of shared research interests and expertise.
- B. The parties are interested in exploring the possibility of establishing a collaborative relationship, to conduct relevant activities aligned to their respective research interests and expertise.
- C. The parties anticipate that, while this Memorandum of Understanding (MOU) is not intended to establish a binding contractual relationship, it will facilitate the establishment of a working relationship between them, leading to the conduct of one or more collaborative activities.

Provisions

1. Effective Date and Duration of MOU

This MOU takes effect on the Commencement Date set out in **Item 2** of the **Schedule** and continues for the number of years set out in **Item 2** of the **Schedule**.

2. Broad Areas for Collaboration

The parties will discuss opportunities for collaboration. Such discussions will:

- (a) identify activities of mutual interest to the parties;
- (b) identify opportunities for the parties to undertake collaborative activities and research projects, including consideration of opportunities to make applications for funding and grants;
- (c) develop a framework within which their collaboration might be advanced, which framework may require the parties to enter into agreements setting out the terms and conditions on which activities and projects will be undertaken; and
- (d) establish a schedule for the review of the operation of this MOU.

3. Anticipated Activities

Without limiting the scope of **clause 2**, the parties confirm their interest in exploring opportunities for collaboration in the areas set out in **Item 3** of the **Schedule**. It is anticipated that, subject to funding and all necessary institutional approvals being obtained, the parties may undertake the activities set out in **Item 3** of the **Schedule**.

4. Amendments and Supplementary Agreements

- 4.1 The parties may agree to amend this MOU at any time by further memoranda in writing executed by the duly authorised officer(s) of each party.
- 4.2 Any activities arising from this MOU will be subject to funding and all necessary institutional approvals being obtained.
- 4.3 The parties shall wherever necessary enter into written agreements to facilitate collaborative activities arising from this MOU. Such agreements will specify, at a minimum, the details of agreed activities and programs, including the contributions and responsibilities of the parties, funding, intellectual property provisions, confidentiality, and risk allocation.

5. Confidentiality

5.1 For the purposes of this MOU Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is designated by the parties as confidential; or
- (c) the parties know or ought to know is confidential,

and includes without limitation the terms of this MOU and all information about the parties, their employees, agents, policies and operations and any intellectual property of the parties which is made available or which becomes known during the term of this MOU or as a result of executing this MOU, but does not include information which:

- (d) is or becomes public knowledge other than by breach of this MOU; or
- (e) has been independently developed or acquired by either party.

- 5.2 The parties may exchange Confidential Information relevant to the purposes of this MOU.
- 5.3 Each party must treat as confidential all Confidential Information owned or provided by the other party and must not use or disclose it to anyone without the prior written consent of the other party except for the purposes contemplated by this MOU.
- 5.4 A party will not be in breach of **clause 5.3** where Confidential Information is required by law or regulation to be disclosed, provided that the party required to make disclosure promptly notifies the party who has made the Confidential Information available, to allow the latter party to assert whatever exclusions or exemptions may be available to it under such law or regulation.
- 5.5 Each party will take such reasonable steps as are required to maintain the security of the Confidential Information and to prevent unauthorized access to or use of the Confidential Information of the other party in its possession.
- 5.6 Where requested, a party must return all Confidential Information and copies of Confidentiality Information of the requesting party, regardless of the form in which is it maintained.
- 5.7 The provisions of this clause shall be binding upon the parties and will survive termination or expiry of this MOU.

6. Intellectual Property

Ownership of intellectual property shared by the parties for the purpose of discussions held pursuant to this MOU will remain with the contributor or creator. This provision is binding on the parties and will survive the termination or expiry of this MOU.

7. Management of Relationship

As soon as possible after this MOU has come into operation the parties must agree on a strategy for its management and oversight. The agreed strategy must include the following elements:

- (a) regular communication between representatives of the parties in relation to this MOU;
- (b) an equitable decision-making process;
- (c) procedures for reviewing the progress of collaborative activities and projects initiated under this MOU; and
- (d) procedures for identifying and prioritising new opportunities for collaboration.

8. Termination

- 8.1 Either party may terminate this MOU by providing a minimum of three months written notice to the other party, or such shorter period as the parties may agree upon in writing.
- 8.2 The termination of this MOU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

9. Use of Name and Logo

A party will not use, nor permit any person or entity to use, the name or logo or any variation of the name and logo of the other party without prior written approval of an authorised representative of that party. This provision is binding on the parties and will survive termination or expiry of this MOU.

10. Legal Effect of this MOU

- 10.1 The parties acknowledge that, unless this MOU specifically provides otherwise, nothing in this MOU is intended to prevent either of them from undertaking further and other activities within the broad areas under discussion, either on their own or in conjunction with third parties.
- 10.2 With the exception of **clauses 5, 6 and 9**, the areas of agreement outlined in this MOU are described to facilitate more detailed and specific negotiations between the parties which may lead to the preparation and signing of one or more formal agreements between the parties and are not intended to be of legal force and effect in any manner whatsoever. No partnership or joint venture is created by this MOU, and neither party can commit the other financially or otherwise to third parties.

11. Schedule

The Schedule forms part of this MOU.

12. Execution of this MOU

This MOU is properly executed when:

- (a) each party has executed this document; or
- (b) if the parties execute separate but identical documents, when those separately executed documents are exchanged between the parties, including by mail, facsimile transmission or electronically.



Execution and Date

Date:


Signed for and on behalf of **Deakin University**
by its duly authorised officer in the presence of:



Signature of witness

LIN ZHANG

Name of witness (please print)


Signature of authorised officer

GREG PUYEN
Name of authorised officer (please print)

SENIOR COMMERCIAL MANAGER
Office held

Date: 26/4/2017

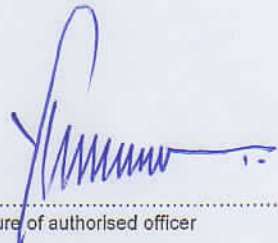
Signed for and on behalf of the **Partner Organisation**
by its duly authorised officer in the presence of:



Signature of witness

Siti Aeyanti

Name of witness (please print)


Signature of authorised officer

YUKI N. HANARI
Name of authorised officer (please print)

CHAIRMAN
Office held

Date: 17/5/2017

Schedule

Item 1 – Partner Organisation	
Name	ASOSIASSI LOGISTIK and FORWARDER INDONESIA [ALFI]
ABN	N/A
Address	Perkantoran Yos Sudarso Megah Blok A/8, Jl. Yos Sudarso No.1 Tanjung Priok Jakarta 14320, Indonesia

Item 2 – Duration of MOU	
Commencement Date	On signing
Duration of MOU	5 Years

Item 3 – Anticipated Activities	
	The following activities remain under discussion and are indicative only. Each party's contributions remain subject to all necessary institutional approvals being obtained, and are subject to the completion of agreements satisfactory to the parties.
	1. staff/executive interactions for professional development
	2. access to partner knowledge networks and facilities
	3. joint programmes of research
	4. joint external applications for research funding
	5. joint offering of specialist workshops in Indonesia and the Asia Pacific Region
	6. participation in research forums
	7. shared access to strategic knowledge, information and datasets
	8. use of each other's credibility
	9. use of each other's contact networks