Signed on 6th July 2004

MEMORANDUM OF UNDERSTANDING

between

Perpustakaan Nasional
Republik Indonesia

and

The National Library Board of Singapore
Memorandum of Understanding
between
Perpustakaan Nasional Republik Indonesia
and
The National Library Board of Singapore

This Memorandum of Understanding ("MOU") is made on this 6th day of July, 2004.

BETWEEN:-


(2) THE NATIONAL LIBRARY BOARD OF SINGAPORE ("NLB"), having its principal office at 1 Temasek Avenue #06-00 Millenia Tower, Singapore 039192.

(the "Parties")

WHEREAS:-

In pursuance of the desire to strengthen the existing cordial relationship between the Parties, having agreed on the intention and the need for co-operation in areas of library management and reference and information services, in accordance with the basic principles of sharing of information resources, complementing each other's strengths to develop new programmes and services with mutual benefits,
NOW CONFIRM THEIR INTENTIONS AND GOOD FAITH to co-operate in the following areas:-

(A) Exchange of Library Materials;
(B) Staff Attachments;
(C) Digitisation of Content;
(D) Information Search Services; and
(E) Exhibitions.

THE PARTIES HEREBY AGREE TO THE FOLLOWING:-

1. EXCHANGE OF LIBRARY MATERIALS

1.1 It is the intention of the Parties to exchange library materials, regardless of format, about Indonesia and Singapore to foster greater mutual understanding among the peoples.

1.2 In particular, the exchange of library materials should cover the following subjects on Indonesia and Singapore: local economy, culture, history, geography, technology, education, local customs, traditions and practices and all such similar topics of mutual interest.

1.3 The Parties shall conduct the exchange of library materials between 2 to 4 times each year.

1.4 Each Party shall exchange a total of 200 items each.

1.5 All exchanges between the Parties will be kept within reasonable costs and each Party will use their reasonable endeavours to keep an even balance of costs in the exchanged library materials. The Parties may consult each other on the costs of each Party's library materials in order to keep the even balance.

1.6 The Parties shall exchange their lists of library materials on the relevant subjects stated in paragraph 1.2 above, and also ongoing updates of new library materials on the same subjects.

1.7 Each Party shall send, within a reasonable time frame, the library materials selected by the other Party, and the sending Party shall bear the entire costs of sending the materials to the other Party's address.

2. STAFF ATTACHMENTS

2.1 The Parties intend to send professional and management staff on attachment to each other's premises to share and study areas of operation, staff training and development.
2.2 Each Party may send 1 to 2 professionals in alternate years to work at each other’s respective institution for 7 days. The nature of work will depend on the circumstance to be discussed between both Parties.

2.3 The Parties will first discuss and identify specific areas in which staff expertise can be shared. The sending Party shall then provide the hosting Party with a proposal letter, stating:
(a) the name of the staff which will be sent over;
(b) the estimated length of stay; and
(c) the nature of work expected during the attachment.
Upon acceptance, the hosting Party shall issue an invitation letter to enable the sending Party to apply for the necessary documents.

2.4 During the attachment, the hosting Party’s staff may train the sending Party’s staff, or the sending Party’s staff may also train or provide lectures to the hosting Party’s staff, in specific areas of staff expertise.

2.5 The hosting Party shall use its best endeavours to plan, coordinate and manage the programmes to meet both Parties’ needs.

2.6 The sending Party shall bear the cost of its staff’s airfare and other expenses, such as accommodation, meals, transport, medical insurance/expenses, etc.

2.7 The hosting Party shall provide and bear the costs of organising the local programmes, except that training fees, if any, shall be mutually agreed between the Parties separately.

3. **DIGITISATION OF CONTENT**

3.1 Both Parties share a common geographical and historical background, for cooperation on issues relating to the region, especially Indonesia, Singapore and Malaysia.

3.2 The Parties shall explore digitisation of contents that are of mutual interest and research value to both, such as materials on or about Singapore published in Indonesia or materials written by Singaporeans published in Indonesia in English, Bahasa Indonesia or Malay.

3.3 The Parties shall discuss how the work will be financed and the available rights of usage of the information in both digitised and published forms. The arrangement will be mutually agreed in a separate agreement.

3.4 In addition to the above, the Parties agree to provide hyperlinks to each other’s websites for the sharing of information and resources.
4. INFORMATION SEARCH SERVICES

4.1 The Parties shall establish a communication channel for cooperating on information search services.

4.2 The Parties shall discuss and confirm the details, which will be confirmed in a separate Information Search Services Agreement, including the following areas:
(a) to decide on the scope and contents for cooperation; and
(b) to decide on the methodology and funding for the cooperation.

5. EXHIBITIONS

5.1 It is the intention of the Parties to conduct exhibitions of library materials belonging to each other, to foster greater mutual understanding among the peoples.

5.2 The Parties shall exchange their lists of library materials available for exhibition, and mutually agree on the library materials to be provided for exhibition.

5.3 The Parties shall provide the mutually agreed exhibits free of any charge and encumbrances, and also provide relevant information about the exhibits to support promotion and education.

5.4 The Party holding the exhibition shall bear the cost of freight and insurance of the other Party's library materials from the other Party's premises to the exhibition venue, and all exhibition expenses including venue rental, exhibits insurance, publicity, exhibition design, publishing of catalogue, mounting and dismounting of exhibits.

5.5 Each Party may at their discretion organise exhibitions of library materials belonging to each other at any date and place in the Party's locality, where any such opportunities avail themselves, subject to adequate insurance coverage being provided for by the Party holding the exhibition.

5.6 It is the intention of the Parties that the Party holding the exhibition may utilise pictures of the library materials, but only for the purpose of publicising or reporting on the exhibition.

5.7 The Parties shall refer to Paragraph 3 of this Memorandum should they wish to digitise the other Party's library materials.
6. **LIAISON OFFICERS**

The following members of our staff shall be designated the Liaison Officers for communication for joint projects:

(a) Mr Teguh Purwanto (Head, Library Cooperation Section, PNRI)
(b) Mr Mazelan Anuar (Librarian, Asian Library Services, NLB)

7. **FUTURE REVIEW AND CONSULTATIONS**

7.1 The Parties shall review and consult each other every three years as to desired changes or revisions to this Memorandum or both and the programmes contained herein, conditional on the spirit and purpose of this Memorandum being mutually preserved.

7.2 A review will be conducted by both Parties not later than six (6) months prior to the expiry date.

7.3 It is intended that areas of mutual cooperation and benefit not currently identified in this Memorandum will also be considered by both Parties and may be added to the Memorandum at a later date.

8. **COSTS**

Notwithstanding any other provisions of this Memorandum, each Party will bear its own costs and expenses incurred in the execution of this Memorandum.

9. **DURATION**

The MOU will commence at the date of its signing and will remain in effect for a period of three years until 5 July 2007, at which time both libraries will determine the need for extending the MOU.

10. **TERMINATION**

Either Party may terminate this Memorandum by giving at least six (6) months' written notice to the other.
11. CONFIDENTIALITY

11.1 Either Party (the Disclosing Party) must not, without prior consent of the other Party (the Consenting Party), disclose to any other person any information, data or documentation relating to the Consenting Party that is designated by the Consenting Party as confidential in nature PROVIDED THAT such confidentiality obligations will not arise in respect of any information that:

(a) is or becomes available to the public; or  
(b) is independently received by the Disclosing Party; or  
(c) is subsequently received by the recipient from any third party, other than as a result of a breach of any obligation of confidentiality by any person (including the Disclosing Party) owed to the Consenting Party and which such obligation of confidentiality is known by the Disclosing Party.

11.2 Notwithstanding clause 11.1, either Party is permitted to disclose any confidential information of the other Party:

(d) to the extent required by law or by a lawful requirement of any government or governmental body, authority or agency with authority over the Disclosing Party; or  
(e) as required in connection with legal proceedings; or  
(f) for public accountability reasons, including a request for information by parliament or a parliamentary committee; or  
(g) for the purpose of any internal reporting requirement of the Disclosing Party; or  
(h) to staff of the Disclosing Party on a need-to-know basis.

12. NON LEGALLY-BINDING

Save for the Confidentiality in clause 11 above, this Memorandum is not legally-binding, and separate legally definitive formal agreements may be negotiated and entered into between the Parties. The Parties shall explore and negotiate in good faith so as to execute the formal agreements which will contain full details and workings of their joint projects and other activities.

SIGNED by the duly authorised representatives of the Parties on the date first above written.

For and on behalf of Perpustakaan Nasional Republik Indonesia  
Mr Dady P. Rachmananta  
Director

For and on behalf of National Library Board of Singapore  
Ms Ngian Lek Choh  
Ag Chief Executive