



*k@Borneo*

REGIONAL COOPERATION ON SHARING  
AND DEVELOPING OF INFORMATION ON  
BORNEO

MEMORANDUM OF UNDERSTANDING

UN/10/05

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on 12th day of August 2002**

**BETWEEN**

**BOARD OF MANAGEMENT OF SARAWAK STATE LIBRARY (PUSTAKA NEGERI SARAWAK) with its registered address at Jalan Pustaka, Off Jalan Stadium, 93050 Petra Jaya Kuching, Sarawak, MALAYSIA**

**AND**

**SABAH FOUNDATION (YAYASAN SABAH) with its registered address at Menara Tun Mustapha, Kompleks Ibu Pejabat Yayasan Sabah, Jalan Sulaman, Teluk Likas, Peti Surat 1120, 88813 Kota Kinabalu, Sabah, MALAYSIA**

**AND**

**MINISTRY OF COMMUNITY DEVELOPMENT AND CONSUMER AFFAIRS (KEMENTERIAN PEMBANGUNAN MASYARAKAT DAN HAL EHWAL PENGGUNA) with its registered address at 1<sup>st</sup> Floor, (Podium), Wisma Tun Fuad Stephens, 88300 Kota Kinabalu, Sabah, MALAYSIA**

**AND**

**SARAWAK MUSEUM DEPARTMENT (JABATAN MUZIUM SARAWAK) with its registered address at Jalan Tun Abang Haji Openg, 93566, Kuching, Sarawak, MALAYSIA**

**AND**

**UNIVERSITAS TANJUNGPURA (UNTAN) with its registered address at Jalan Ahmad Yani, Pontianak 78124, Kalimantan Barat, INDONESIA**

**AND**

**UNIVERSITI BRUNEI DARUSSALAM (UBD) with its registered address at Jalan Tunku Link, BE1410 Bandar Seri Begawan, NEGARA BRUNEI DARUSSALAM**

**AND**

**UNIVERSITI MALAYSIA SABAH (UMS) with its registered address at Teluk Sepanggar Campus, Beg Berkunci 2073, 88999 Kota Kinabalu, SABAH**

**AND**

**UNIVERSITI MALAYSIA SARAWAK (UNIMAS) with its registered address at 94300, Kota Samarahan, Sarawak, MALAYSIA**

**(all the above mentioned parties hereinafter collectively referred to as “the Parties”)**

**WHEREAS it is the intention of the Parties hereto to co-operate by entering into mutual understanding hereinto the following provisions:**

- A. to establish a regional co-operation on developing and sharing of information on Borneo in areas of identifying, compiling and digitizing of such information (hereinafter referred to as “the Project”)**
- B. to provide training, organize workshops and meetings, share financial implications and information on Borneo,**
- C. the Parties agreed that the co-operation shall be in accordance with the basic principles of sharing of resources, complementing each other’s strengths to develop a comprehensive database on Borneo,**

**NOW THEREFORE, the Parties hereby agree on the terms of understanding as follows:**

- 1. Collaborative Training Programme**
  - 1.1 The Parties shall collaborate on training initiatives for purpose of undertaking various stages in the Projects. The collaborative training programme entails skills transfer to ensure proper undertaking of various tasks within the Project.**
  - 1.2 The Parties will deliberate on the scope, schedule, duration and method of financing the programme and the terms and conditions will be spelt out in detail in separate agreement.**
- 2. Organise Workshop and Meetings**
  - 2.1 The Parties shall collaborate on organizing workshops and meetings for the purpose of meeting the Project objectives.**
  - 2.2 The Parties shall organize workshops and meetings on a rotation basis.**
  - 2.3 The Parties shall determine the purpose, date and duration of each workshop and meeting through a separate contractual agreement.**
- 3. Identification of materials on Borneo**

**The Parties shall be responsible to identify Borneo materials available in their country/institution, and they shall assist each other to identify such materials.**
- 4. Compilation of materials on Borneo**
  - 4.1 The Parties shall compile in the form of a Bibliography all information on Borneo identified as a point of access to the diverse collection on Borneo available in this region and the compilation of a Borneo Bibliography shall be in Printed and Digital Format.**
  - 4.2 The Parties agree that the Borneo Bibliography shall cover all print and non-print materials on Borneo, available in Borneo and identified during the Project.**
  - 4.3 The Parties agree that the compilation of Bibliography shall be according to established standards and guidelines.**
- 5. Digitisation of materials on Borneo**
  - 5.1 The Parties shall undertake selective digitization of material on Borneo.**
  - 5.2 The Parties shall digitize the following materials:**
    - 5.2.1 unique or special resources pertaining to local heritage especially oral tradition and customs which are of interest to the local community and beyond.**
    - 5.2.2 Significant materials that convey the history, government, cultural and scientific heritage.**

- 5.2.3 Rare materials that are no longer in publication or scarce.
  - 5.2.4 Current and retrospective materials of research or administrative values.
  - 5.2.5 Deteriorating materials, which contain invaluable information.
- 6. **Sharing Financial implications**
  - 6.1 The Parties shall share any financial implications incurred during the Project for travels and meetings.
  - 6.2 The Parties shall initiate to undertake sourcing of fund from International and local bodies for the purpose of publication and any other forms of deliverables.
- 7. **Sharing of Information on Borneo**
  - 7.1 The Parties shall share and give mutual access to their digitized materials including catalogue, bibliographical databases, full texts and any other Information Technology implications.
  - 7.2 The Parties shall provide accessibility to material on Borneo to form a catalyst for further research.
  - 7.3 The Parties shall take into account limitations on access and confidentiality of material in providing accessibility to material.
- 8. **Duration**

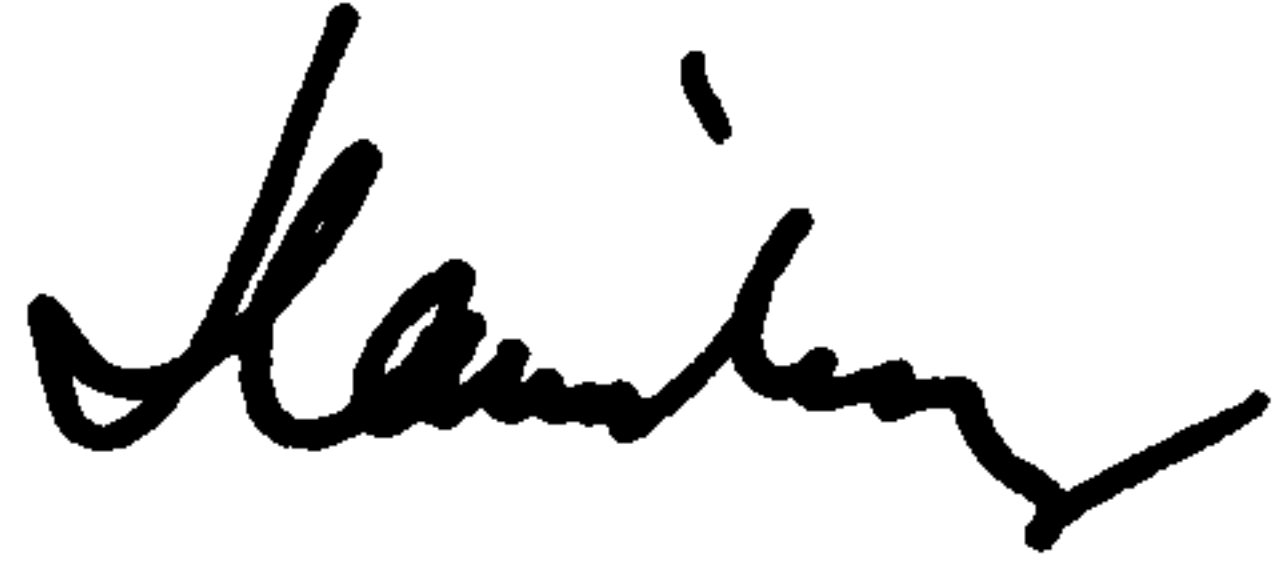
This MOU will be in force 3 (three) years from the date of signing of the MOU or until the completion of the digitization phase of the project.
- 9. **Termination**
  - 9.1 This MOU will still be in force even if one party conveys to the others its intention to terminate, by giving prior written notice not less than 6 (six) months before the intended termination date.
  - 9.2 This MOU will be terminated prior to the expiry date by mutual agreement of the co-operating parties by giving a written notice not less than 6 (six) months before the intended termination due.
  - 9.3 Acceptance of the termination of the MOU will be subject to agreement of appropriate arrangements to ensure, where possible, that existing project, research or activities are not disrupted.
- 10. **Intellectual Property**

All Parties shall abide by the laws and regulations of their respective countries and institutions particularly concerning the Intellectual Property rights.
- 11. **Implementation**

The Parties hereto shall execute each area of cooperation as set out herein. The terms and conditions and effective dates of implementation will be spelt out in detail in separate agreements with such terms and conditions that are morally acceptable to the Parties hereto.

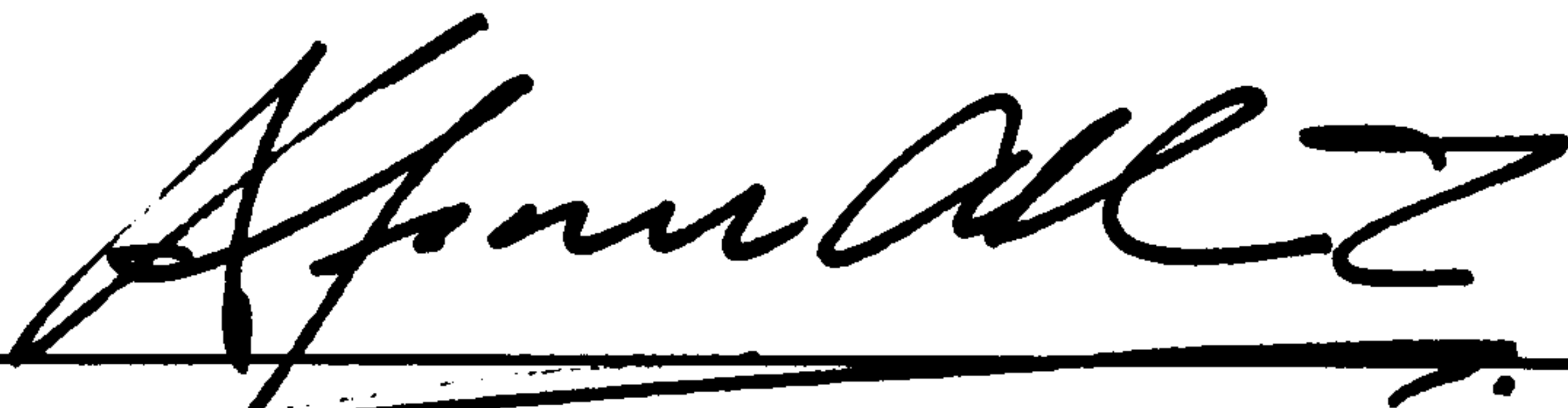
12. **Relationship between the Parties**  
This MOU is not intended to be legally binding (except for clause 3 and 10 herein which are intended to be legally binding) but simply expresses the intentions and understandings of the Parties. It will form the basis of a set of detailed legally binding agreement to be drafted and executed in the future.
13. **Amendment and Variation**  
Any amendment or variation to the MOU shall be agreed by signing another Supplemental Agreement, which later should be read together with the MOU.
14. **Arbitration**
  - 14.1 Any dispute arising out of the interpretation or implementation of this Memorandum will be settled by consultation among the Parties.
  - 14.2 If they are unable to resolve the dispute, independent arbitrator for this purpose shall be appointed and whose decision they must accept.

Now the parties confirm their understanding and intention by signing below:



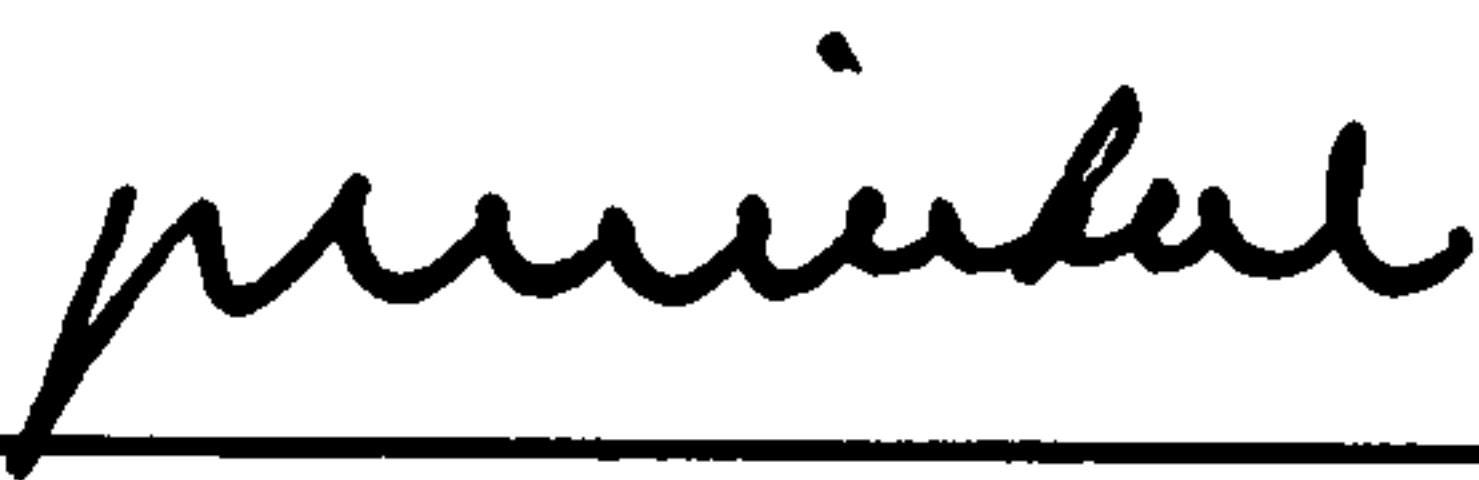
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Tan Sri Datuk Amar (Dr) Hamid Bugo  
Chairman  
Board of Management  
Pustaka Negeri Sarawak  
(Sarawak State Library)  
SARAWAK, MALAYSIA



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Tan Sri Professor Datuk Sri Panglima Dr. Abu Hassan Othman  
Universiti Malaysia Sabah  
(UMS)  
SABAH, MALAYSIA



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Gregory Joitol  
Permanent Secretary  
Ministry of Community Development & Consumer Affairs  
SABAH, MALAYSIA

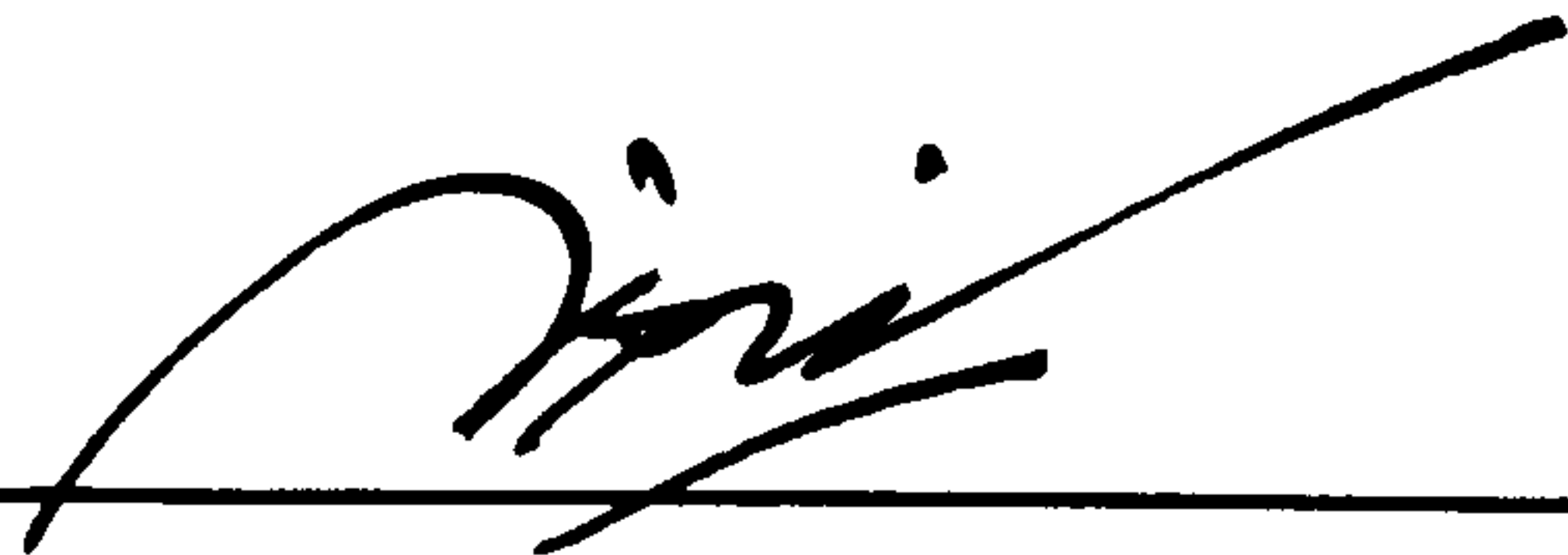
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**Ir Hajjah Purnamawati**  
**Rector**  
**Universitas Tanjungpura**  
**(UNTAN)**  
**KALIMANTAN BARAT, INDONESIA**



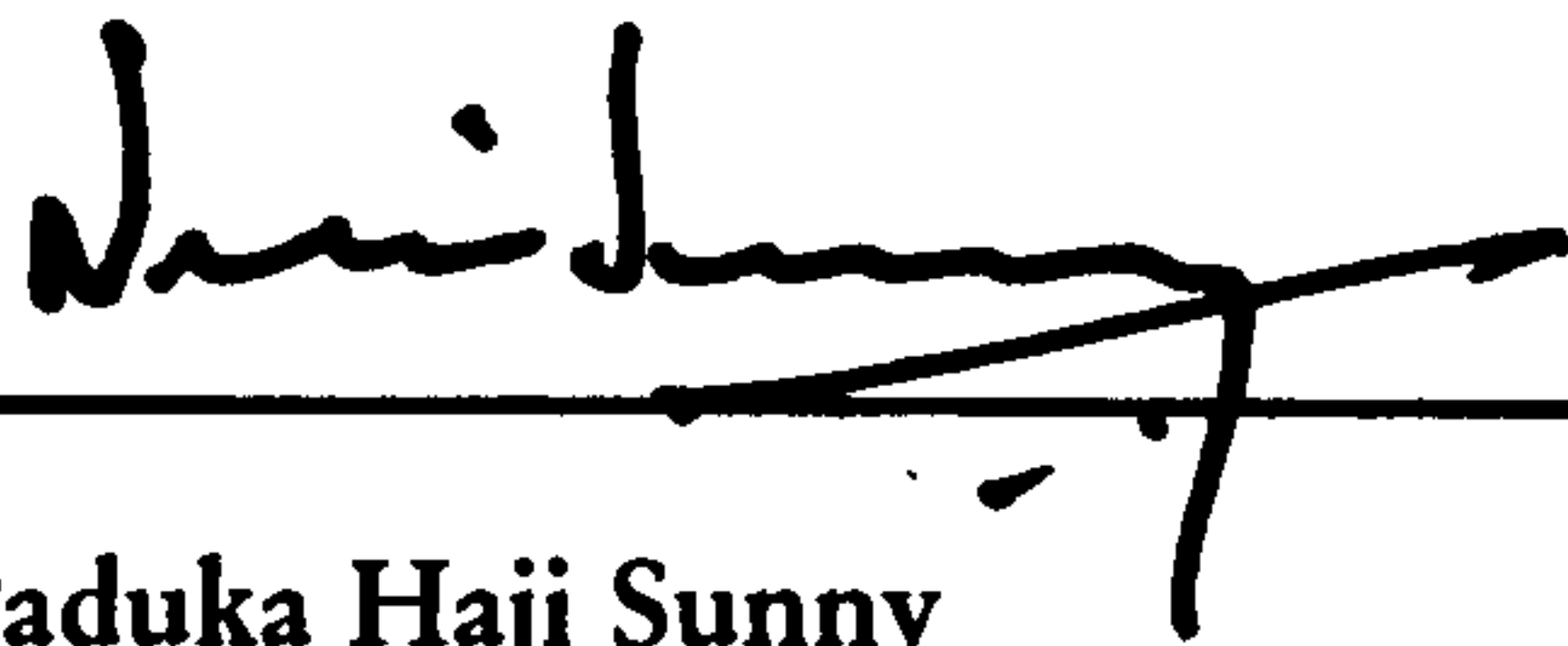
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**Professor Dr. Yusof Hadi**  
**Vice Chancellor**  
**Universiti Malaysia Sarawak**  
**(UNIMAS)**  
**SARAWAK, MALAYSIA**



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**Sanib Bin Haji Said**  
**Director**  
**Sarawak Museum Department**  
**(Jabatan Muzium Sarawak)**  
**SARAWAK, MALAYSIA**

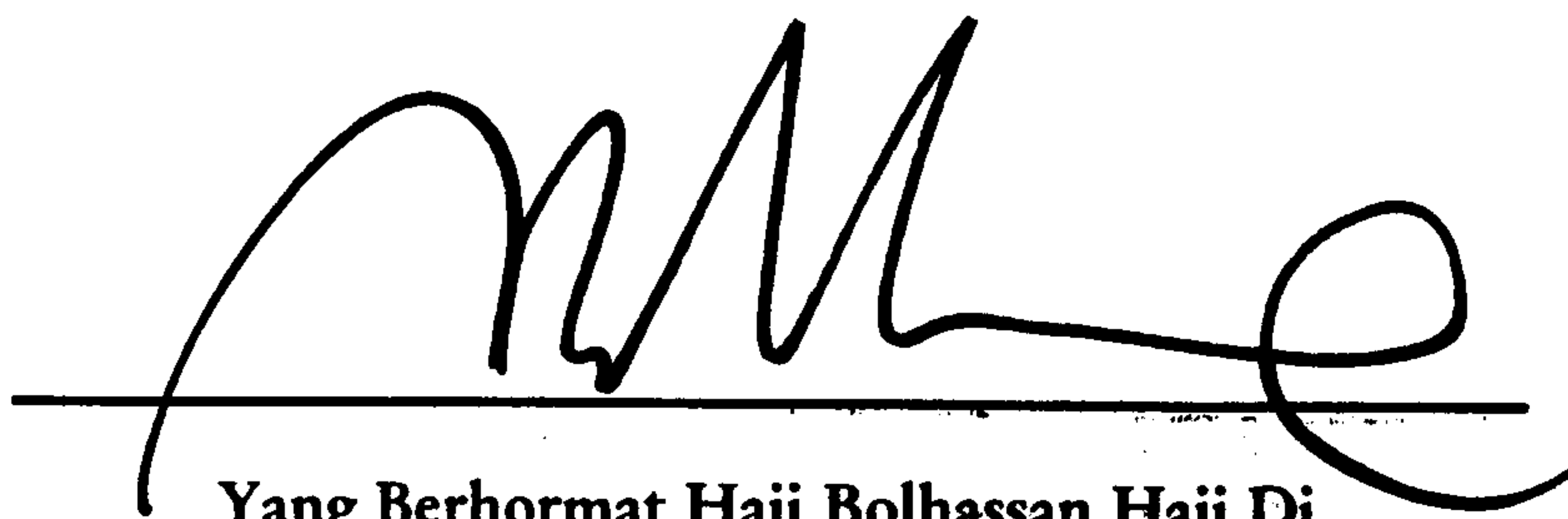


**Nellie Dato Paduka Haji Sunny**  
**Chief Librarian**  
**Universiti Brunei Darussalam**  
**(UBD)**  
**BRUNEI DARUSSALAM**



**Noradida Mohd. Drus**  
**Acting Chief Librarian**  
**Sabah Foudation**  
**(Yayasan Sabah)**  
**SABAH, MALAYSIA**

**Witnessed by**



**Yang Berhormat Haji Bolhassan Haji Di**  
**Assistant Minister at the Chief Minister's Department**  
**SARAWAK, MALAYSIA**