

MEMORANDUM OF UNDERSTANDING

Between

THE STATE GOVERNMENT OF SABAH

And

PONGO ALLIANCE

On

**Making a resilient landscape for forests, wildlife and people in
the Kinabatangan region**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 8 day of W 2018

BETWEEN

The STATE GOVERNMENT OF SABAH as represented by SABAH FORESTRY DEPARTMENT and having its address at Mile 6, Locked Bag 68, 90009 Sandakan, Sabah. (hereinafter referred as “The State Government”) of the first part

AND

The PONGO ALLIANCE SDN BHD, and having its address at c/o Room 1401, 14th floor, Wisma Khoo Siak Chiew, Jalan Buli Sim Sim, 9000 Sandakan, Sabah (hereinafter referred to as “PONGO Alliance”) of the other part.

ARTICLE I

OBJECTIVES

In general, to make the Kinabatangan region resilient for forests, wildlife and people. Specifically, to promote a paradigm shift, whereby oil palm plantations can help sustain free ranging breeding populations of orangutans

ARTICLE II

RESPONSIBILITIES OF PARTIES

The State Government

1. To advise on methods for restoration of forests and planting and tending of orangutan food plants on lands outside Forest Reserves;
2. To provide policy support and resources that will serve to promote the proposed paradigm shift, whereby oil palm plantations can help sustain free ranging breeding populations of orangutans;
3. To help convene stakeholders in the Kinabatangan region;
4. To help garner governmental support for adaptive conservation solutions.



PONGO Alliance

1. To provide proposals to Sabah Forestry Department on potentially beneficial programmes, projects and activities that would serve to support the objectives;
2. To engage with oil palm plantation land owners on potentially beneficial programmes, projects and activities that would serve to support the objectives of this MOU.

ARTICLE III
FINANCIAL AGREEMENT

The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this MoU shall be mutually agreed upon by the respective parties on a case-by-case basis subject to the availability of funds.

ARTICLE IV
COMMENCEMENT, DURATION, TERMINATION, AND MODIFICATIONS

1. This MOU shall commence on the date of the last signature and shall remain in effect for a term of five (5) years (2018–2023). After five (5) years, this MOU may be extended with the consensual agreement in writing and signed by the Parties.
2. This MOU may be terminated by consensual agreement of the Parties, which will be in writing and signed by the Parties.
3. Modifications within the scope of this MOU shall be made by mutual consent of the Parties, by issuance of a written modification, signed and dated by the Parties.

ARTICLE V
CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
2. Both Parties agree that the provisions of this article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

ARTICLE VI
SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order, or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.

ARTICLE VII
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in Paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out –
 - I. Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - II. Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE VIII
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties.

In witness whereof the Parties have caused this Memorandum of Understanding to be duly executed the day and year first above written.

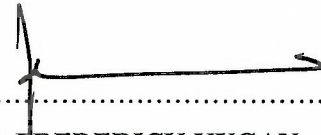
SIGNED by]
for and on behalf of the]
STATE GOVERNMENT OF SABAH]
duly authorised under]
Section 3 of the Government]
Contracts Act 1949]



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MR. MASHOR MOHD. JAINI
Chief Conservator of Forests
Sabah Forestry Department

In the presence of:

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MR. FREDERICK KUGAN
Deputy Chief Conservator of Forests
Sabah Forestry Department

SIGNED by]
for and on behalf of the]
PONGO Alliance]



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DATUK DR. JUNAIDI PAYNE
Executive Director
PONGO Alliance

In the presence of:

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MR. LEE MING ENN
Principle Sustainability Officer
Physical Landscape, OSH and Systems
Sustainability and Quality Management
Sime Darby Plantation Berhad