

# Memorandum of Understanding and Non-Disclosure Agreement

Between

**UNIMUS, Muhammadiyah University of Semarang**, Jalan Kedungmundu Raya  
No.18, PO 50273, Central Java, Indonesia. [www.unimus.ac.id](http://www.unimus.ac.id)

by

And

**Coolnova UG (Haftungsbeschränkt)**, Gravenhorster Strasse 1a, 49477 Ibbenbüren,  
Germany. [www.coolnova.ug](http://www.coolnova.ug)

by

- The aforementioned person hereafter collectively referred to as "**Parties**" or individually as "**Party**".

Coolnova UG is a German incorporated company, which has developed a novel patent filed technology for freezing and defrosting of seafood, meat and vegetables. The technology solution may fully recover frozen fresh harvested food quality after defrosting for a numbers of species.

UNIMUS is a private university. The Food Technology Study Program offers industry-oriented research and development (R&D), education and industry transfer services of food technologies. The aim is to give a contribution to Indonesia's competitiveness in in supplying high quality sustainable foodstuff.

The Parties are interested to develop a program for transferring Coolnova's technological solution to the Indonesian production- and distribution chains for foodstuff. The program will include market-oriented R&D, educational services and promotion, training centre, (hereafter "the project").

The program will be carried out on commercial conditions, divided in separate financed projects.

Coolnova UG business is the supply of equipment and related technological and marketing knowledge and advices.

UNIMUS business is the supply of laboratory facilities, R&D and educational services for the Indonesian food Industry.

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The Parties agree the following regarding exchange of "Information Material". Information material refers to information about technology and any other information whether in oral or written form, electronically stored or otherwise, delivered to one Party (hereinafter referred to as "Receiving Party") by the other Party or any of its Affiliates.

The receiving party include "Representatives" for either Party like directors, officers, employees, advisors, agents, potential sources of financing or representatives hereinafter referred to collectively as in connection with the Parties' consideration of the cooperation and transactions.

## § 1

The Receiving Parties and their Representatives

- (a) will use the Information Material solely for the purpose of evaluating and performing a possible participation in the Project with each other involving the other Parties and their Affiliates, and
- (b) will keep the Information Material strictly confidential and will not (except as required by applicable law, regulation or legal process, and only after compliance with § 3 below), without the other Parties prior written consent, disclose any information in the Information Material, except that the Information Material (or portions thereof) may be disclosed to those of the Receiving Party's Representatives who need to know such information for the purpose of evaluating and conducting a possible participation with the other Parties (it being understood that prior to such disclosure the Receiving Party's Representatives will be informed of the confidential nature of the Information Material and shall agree to be bound by this Agreement).

All Parties agree to be liable for any breach of this Agreement by their Representatives, any of their Affiliates or divisions.

The Receiving Party recognizes, regardless of fault, that they may use the obtained information under this agreement not for their own interest or those of third Parties which conflict with those of the other Parties of this agreement.

## § 2

The term "Information Material" does not include any information which

- (a) at the time of disclosure or thereafter is generally known by the public (other than as a result of its disclosure by the Receiving Party or its Representatives in breach of this Agreement) or

- (b) was or becomes available to a Receiving Party on a non-confidential basis from a person not – to Receiving Party's knowledge - otherwise bound by a confidentiality agreement with the other Party or its Representatives or is not otherwise prohibited from transmitting the information to the Receiving Party.

As used in this Agreement, the term "person" shall be broadly interpreted to include, without limitation, any corporation, company, joint venture, partnership or individual.

### § 3

In the event that a Receiving Party receives a request or is required to disclose all or any part of the information contained in the Information Material pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or a federal, state or local governmental or regulatory body or pursuant to an investigation proceeding or similar judicial or official process, this Party agrees to

- (a) immediately notify the other Parties of the existence, terms and circumstances surrounding such a request or requirement – to the extent legally permitted, and
- (b) if disclosure of such information is required, the Receiving Party shall disclose any such information which is legally required to be disclosed and will reasonably assist the other Parties to obtain an order or other reliable assurance that confidential treatment will be accorded to such information.

### § 4

Unless otherwise required by law or legal process, neither the Parties nor their Representatives will, without the other Parties prior written consent,

- i. disclose to any person either the fact that discussions or negotiations are taking place concerning a possible participation regarding the Project,
- ii. or any of the terms, conditions or other facts with respect to any such possible participation, including, without limitation, the status of the Project and the fact that the Information Material has been made available to the Receiving Party.

### § 5

The respective Receiving Party agrees that the other Parties have not granted it any licence, copyright, or similar right with respect to any of the Information Material or any other information provided to it by the other Parties.

### § 6

If the Receiving Party determines that it does not wish to proceed with the Project, the Receiving Party will promptly advise the other Parties in writing of that decision. In that case, or in the event that:

- (a) a possible participation in the Project is not performed by the Parties or
- (b) at any time the other Party requests, the Receiving Party will promptly, at the respective other Party's option,
  - (i) deliver to the respective other Party all of the Information Material, including all copies, reproductions, summaries, analyses or extracts thereof or based thereon in the Receiving Party's possession or in the possession of any of its Representatives or
  - (ii) destroy all Information Material in the Receiving Party's possession or in the possession of any of its Representatives.
    - (i) and (ii) except that the Receiving Party may retain one copy to comply with any applicable law, regulation or internal policy and copies of any computer files or records containing Information Material created as a result of automatic archiving or back up procedures, whereas any retained Information Material shall be subject to this Agreement for the entire duration of its storage.

#### § 7

No penalty clause – only damages payable upon court ruling of breach.

- (b) The payment of any damages, as per a court's final decision, does not release the Party in breach from the performance of any of its obligations under this Agreement including this provision.

#### § 8

Any amendment to this Agreement including an amendment of this provision shall only be valid if made in writing. Besides this Agreement no side agreements have been entered into.

#### § 9

This Agreement or any rights and/or obligations thereof shall not be assigned and transferred to any third party without the prior written consent of the other Parties.

#### § 10

This Agreement is governed by the laws of the Federal Republic of Germany under exclusion of the Conflict of Law Rules. Place of jurisdiction is –as long as legally valid– Munster, Westphalia /Germany and the Laws of the Republic of Indonesia.

§ 11

This Agreement is executed in the German language and translated into English.

§ 12

The confidentiality regarding this Agreement shall end at the time the respective Information becomes generally known by the public without a violation of one of the obligations in this Agreement, whereas in case of a conflict, the Party disclosing the Information shall bear the burden of demonstration and proof.

§ 13

In case a provision of this agreement shall be or become invalid or this agreement contains a loophole, this shall not affect the validity of all remaining provisions. An invalid provision shall be regarded as replaced by such a valid provision that as closely as possible reflects the economic purpose that the Parties hereto had pursued with the invalid provision. The same applies in case of a loophole.

**For UNIMUS, Muhammadiyah University of Semarang**

Semarang, October 31<sup>st</sup>, 2014

(1) 

Name: Professor Dr. Djamaluddin Darwis, MA

Title: Rector

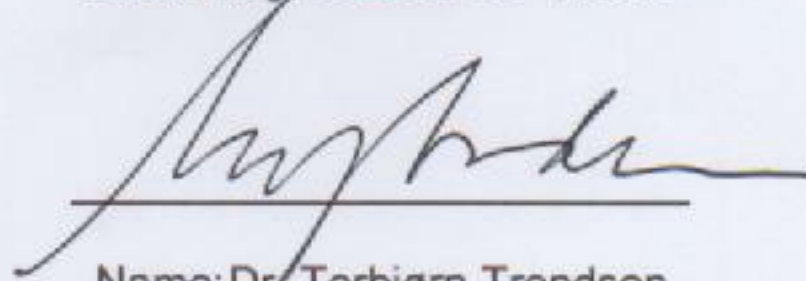
(2) 

Name: Siti Aminah, STP, MSi

Title: Head of the Food Technology Study Program

**For Coolnova UG (Haftungsbeschränkt)**

Semarang, October 31<sup>st</sup>, 2014



Name: Dr. Torbjørn Trondsen

Title: Professor and Director Coolnova UG