

Biological Material Transfer Agreement of

Bogor Agricultural University (IPB)

Concerning the joint research activities of the Collaborative Research Centre CRC 990
"Ecological and socioeconomic functions of tropical lowland rainforest transformation
systems (Sumatra, Indonesia)"

Provider:	_____ (hereinafter referred to as the First Party)
Institution:	_____
Address:	_____
Recipient:	_____ (hereinafter referred to as the Second Party)
Institution:	_____
Address:	_____

Regarding Biological Material identified as: _____
(Please describe in detail the material that will be transferred to the second party in the Appendix 2).

Biological Material to be used for:

In response to the Second PARTY's request for the above identified Biological Material from The Consortium, the SECOND PARTY agrees to the following terms in consideration of receipt of the Biological Material:

1. **The above Research Material is property of the FIRST PARTY on behalf the origin country of the research material** and is made available as a service to the Research community. Biological Material shall mean the above-referenced biological material plus progeny, unmodified derivatives, and any accompanying know-how or data.
2. Materials to be transferred are obtained during the field work in Indonesia by the Second Party and Indonesian collaborator(s) of the First Party with prior valid permission from the Indonesian authorities.
3. The Research Material and its modified derivatives, genetic parts or components **will not be further distributed, resold or otherwise disposed to other party whether affiliated or not affiliated with the Second PARTY's laboratory without information to and permission of The First Party. The First Party** reserves the right to make the Biological Material available to others, if profit and scientific purposes are intended.
4. The materials from protected species (according to Indonesian government), and from species listed in IUCN (critically endangered, endangered, threatened and near threatened) or from species listed in CITES (appendixes I and II) can only be transferred in the form of extracted DNA or PCR product in accordance with relevant laws and Indonesian regulation. The remaining materials shall be deposited in Indonesia, at the Consortium institution where has the facility to store materials properly and appropriately.
5. It is understood that no right to any license of the Biological Material is given or implied by this Agreement. **IPB's** name will be used for no endorsements.
6. **The Biological Material will be used for the research purpose as listed in Appendix 3 within the PARTIES's joint project on**
" _____ "

(please states the title of research project)

7. Any transfer of materials to the second party should be conducted in an arrangement that counterpart or research assistant from **the First Party shall be involved actively in analysis or drafting/preparation the publication.**
8. The final report on any result has to be made available to the libraries of universities of The Consortium and to LIPI Biology Research Centre Cibinong as the national reference collection for Biodiversity in Indonesia.
9. Any publication in relation of this Material Transfer shall **be developed as joint publication with significant scientific contribution of both parties and with recognized authorship according to the appropriate share on the publication and in respect to good scientific practice.** The publication initiating party shall inform the other party about intended manuscript, **in order** to give the other party the opportunity to contribute to draft the publication jointly. In case of the other party can or will not contribute to such publication in an appropriate manner, it must be declared in written form to the initiator in due time.
10. The SECOND PARTY must fill the list of feedback in the forms of data/results obtained, publication and conferences from the materials provided as part of the monitoring procedure of using the materials (Appendix 4) **and keep the FIRST PARTY up-to-date about any changes of whereabouts of the Material.**
11. If the SECOND PARTY wishes to patent or commercialize the Biological Material or modifications, **THE SECOND PARTY must inform and involve the FIRST PARTY** prior to such use **and it will be arranged in separate agreement.** Ownership of patent or commercialize arrangement will be negotiated in good faith by the parties hereto depending upon a) the ownership of the biological material will be recognize as contributor on patent process, b) relative contribution to the creation of said modifications and derivatives, and b) any applicable laws and regulations relating to inventorship.
12. The Biological Material is experimental in nature and IT IS PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **The Second Party shall return unused and/or remaining Materials sent by The First Party to the second's laboratories at the second party cost,** provided, however that, the Second Party shall not be liable for any loss or damages of such Materials in transit.
14. To the extent possible, **this MTA shall be governed by the laws of Indonesia.** However, taking into consideration the cooperation under the CRC, the parties – in case it proves necessary due to **conflicting German laws – will seek for a solution taking into account reasonable interests** both of the Consortium and UGOE.
15. **The termination of the Collaboration Agreement (MoA/ LoA) between the First and Second Parties shall not prejudice the completion of any on-going programs and project made under this MTA until the completion of such programs or projects.** Any results coming from the use of provided materials as stated in article 1 that is obtained **after the termination of the collaboration or project** shall be regulated and followed it up according to the arrangement of this MTA and shall be reported to the provider without undue delay.

This Material Agreement are made and signed in four (4) original texts in the English language, both texts being equally authentic to indicate acceptance of the above terms

PROVIDER: _____ Signature:
Date:

PROVIDER'S ORGANIZATION
AUTHORIZED OFFICIAL : _____ Signature:
Date:

RECIPIENT: _____ Signature:
Date:

RECIPIENT'S ORGANIZATION
AUTHORIZED OFFICIAL : _____ Signature:
Date:

APPENDIX 1: Instructions for recipients

1. Please fill in the form clearly. Especially **name and address are important** to receive biological materials. Principal investigator's address should be the place where researchers are working but not technical license offices are located. **If researcher's address and affiliation have been changed, please stress the change.**
2. Any cost shipping costs are in responsibility of the recipient. Any payment ~~of for~~ the biological materials ~~to be made are~~ will be independent of whether or not the material is available without restriction.
3. If the MTA is necessary to be sent separately to technology license office directly instead of forwarding via researcher, please **enclose** the addressee.
4. **Always only Principal Investigator (PI) / persons in legal responsibility of the research institution are eligible to sign the MTA.** Technical assistants, students, postdoctoral researchers, research associates should not sign. "Authorized Representative" can be left empty if "Principal Investigator" is the same as "Authorized Representative".
5. **"Title"** of the Principal Investigator should be the "institutional title", e.g., **"Professor"**, **"Team leader"**, **"project leader"**, **"Supervisor"**, and so on, but should not be like "Ph.D" or "student" or "scientist".
6. **Forms sent by FAX will be NOT accepted**, because print-outs are often unclear. To send forms more quickly, clearly scanned (for example 300 dpi) and saved as a PDF file can be sent by an attachment of e-mail of your counterpart or IPB license officer.
7. "Purpose" of the biological materials need to be described, recipient needs to describe the details of the used of the biological materials (appendix 3).
8. Please do feedbacks to your provider e.g. print publish scientific papers, result, equivalent information. If not, you **may not be able to receive/bring/send the biological materials for next time even if the MTA is correctly filled, unless you contribute to the research community at IPB by the feedback of the biological materials.**

APPENDIX 3 : Details statement of the purposes

I hereby state that the materials are only required for:

1.

2.

3.

4.

5.

