



# InaCC (Indonesian Culture Collection)

Research Center for Biology, Indonesian Institute of Sciences (LIPI)  
Jl. Raya Jakarta - Bogor Km. 46, Cibinong 16911, Indonesia  
Telp. +62-21- 8765066, Fax. +62-21-8765062, Email: inacc@mail. lipi.go.id



## **MATERIAL TRANSFER AGREEMENT** **(For Distribution to a Non Profit Organization)**

### **RECIPIENT**

Name of Recipient : \_\_\_\_\_  
Recipient Organization : \_\_\_\_\_  
Address : \_\_\_\_\_

This Material Transfer Agreement sets forth the terms and conditions under which Indonesian Culture Collection (hereinafter referred to as 'InaCC') will provide with the RECIPIENT, and the RECIPIENT will receive, the specified as BIOLOGICAL RESOURCE

\_\_\_\_\_

\_\_\_\_\_

and its derivatives (hereinafter referred to as the 'BIOLOGICAL RESOURCE') in response to the RECIPIENT's request, and with which the RECIPIENT scientist and organization agree before the RECIPIENT receives the BIOLOGICAL RESOURCE:

1. The InaCC, a culture collection under The Indonesian Institute of Sciences, is engaged in collection, maintenance, storage, propagation, quality control and distribution the biological resources, in order to contribute to the Indonesian and international scientific community in the field of life sciences.
2. The RECIPIENT shall obtain a written prior permission from the InaCC for the usage of the BIOLOGICAL RESOURCE for any other purposes than the purpose specified above.
3. The RECIPIENT guarantees that he/she will use the BIOLOGICAL RESOURCE transferred from InaCC and derivative (s), if any, of the trasnfered BIOLOGICAL RESOURCE obtained by cultivation, amplification or other methods by skilled person in an appropriate facility and under proper condition for safety.
4. The RECIPIENT shall bear the cost of shipping, handling, part of production and other expenses necessary for preparation or distribution of the BIOLOGICAL RESOURCE for the RECIPIENT.
5. The RECIPIENT agrees, without objection that he/she shall not allows any third party to use the BIOLOGICAL RESOURCE he/she has received from InaCC or any reproduction thereof, nor transfer or distribute any of the BIOLOGICAL RESOURCE to any third party.
6. Nothing in this AGREEMENT shall be interpreted that the InaCC grants the RECIPIENT any rights under any patents or other intellectual property, or licenses thereunder with respect to the BIOLOGICAL RESOURCE.



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7. The RECIPIENT acknowledges, without objection, that the transfer of the BIOLOGICAL RESOURCES does not constitute transfer to the RECIPIENT of the intellectual property rights or any other rights of InaCC or a third party of the BIOLOGICAL RESOURCES, and the RECIPIENT's right to use BIOLOGICAL RESOURCE the is limited to the extent permitted herein.
8. The RECIPIENT recognized, among other things, (i) that the BIOLOGICAL RESOURCE are potentially hazarnous, and (ii) that any cultivation, amplification, use, transfer, storage, or similar acts of the BIOLOGICAL RESOURCE might infringe the intellectual property rights or other rights of a third party. The RECIPIENT shall, at his/her expense and responsibility, take any action necessary to avoid any hazard, infringement or other problem concerning the BIOLOGICAL RESOURCE.
9. The RECIPIENT agrees that any handling or other activities of the BIOLOGICAL RESOURCE in its laboratory shall be conducted in compliance with *all applicable* laws, regulations and guidelines. The RECIPIENT shall, if necessary, take all steps or produres to comply with legal requirements for handling of the BIOLOGICAL RESOURCE.
10. The RECIPIENT agrees to indicate the InaCC ID of the BIOLOGICAL RESOURCE in any presentation at a public conference, in any scientific paper or a similar publication.
11. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the BIOLOGICAL RESOURCE.
12. Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the interpretation or performance hereof as well as the matters which are not expressly set forth in this AGREEMENT.
13. Any matter or dispute which cannot be settled through said amicable discussion shall be subject to the exlusive jurisdiction of Bogor District Court, Jl. Pengadilan No. 10, Bogor, Indonesia. This AGREEMENT shall be governed in accordance with the laws of Indonesia.



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The RECIPIENT and the InaCC do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

**InaCC (Indonesian Culture Collection)**  
**Indonesian Institute of Sciences**

Jl. Raya Jakarta – Bogor Km. 46, Cibinong 16911, Indonesia

Director,

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**RECIPIENT**

Organization : \_\_\_\_\_

Address : \_\_\_\_\_

Name of Authorized representative : \_\_\_\_\_

Job Title : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_