



## Research Material Transfer Agreement (MTA)

concerning the joint research activities of the Collaborative Research Centre CRC 990  
"Ecological and socioeconomic functions of tropical lowland rainforest transformation  
systems (Sumatra, Indonesia)" EFForTS, run by the **THE CONSORTIUM: Bogor  
Agricultural University (IPB) – Jambi University (UNJA) – Tadulako University  
(UNTAD)**

made by and between

**THE CONSORTIUM party, for the purposes of this agreement acting on behalf of  
the Republic of Indonesia,**

Institution: \_\_\_\_\_

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

Provider Scientist: \_\_\_\_\_

(hereinafter referred to as „**Provider**“),

**and the Recipient**

Institution: Georg-August-Universität Göttingen

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

Recipient Scientist: \_\_\_\_\_

(hereinafter referred to as „**Recipient**“)

**regarding Research Material identified as:** \_\_\_\_\_

**and to be used for:** \_\_\_\_\_

In response to the Recipient's request for the above identified Research Material from the Consortium, the Recipient agrees to the following terms in consideration of receipt of the Research Material and in accordance with clause 2 paragraph 2 of the Agreement of Common Use of Research Material, itself forming an integral part of this MTA (Appendix 5):



1. For the avoidance of doubt, the Provider retains ownership of the above-referenced Research Material as described in Annex 2, as well as ownership of its derivatives and Modifications generated by the Recipient to the extent the above identified Material is contained and/or incorporated therein, and ownership of progeny, i.e. unmodified descendant from the Material transferred, as well as ownership of unmodified derivatives, i.e. substances created by the Recipient through the use of the transferred Material which constitute an unmodified functional subunit or product expressed by the transferred Material.

2. The Recipient will use the Research Material solely for non-commercial research purposes as listed in Appendix 3 at the Recipient's premises and under the direction and direct supervision of the Recipient Scientist within the Recipient's joint project: "-----"

3. The Recipient is obliged to inform the Provider about feedback details obtained by the Recipient, i.e. data collected or results obtained or any changes of the Material, in writing by use of Appendix 4 as part of the monitoring procedure as to the use of the transferred Material.

The respective updated Appendix 4 shall be submitted to the Provider within four weeks upon completion of the respective event (e.g. conference, publication, data compilation). In case of any changes of the Material identified by the Recipient in the course of its use without undue delay.

For the avoidance of doubt, the Recipient acknowledges that the on-going and/or subsequent transfer of Material by the Provider or by another party of the CONSORTIUM is dependent upon the Recipient's compliance with the aforementioned obligation of this clause, in order to ensure the support of the CONSORTIUM's research community.

4. The Recipient agrees to actively involve the following researcher from the CONSORTIUM in the analysis of the Material as well as preparation and/or drafting of publications concerning the transferred Material:

----Name of researchers-----  
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5. The Recipient shall not transfer the Material to any other Party whether affiliated or not with the Recipient's **without information to and permission in writing of the Provider**. The Recipient shall refer any request for the Material to the Provider. **The Provider reserves the right** to make the Research Material available to others, if scientific purposes are intended.

6. Taking into account that the Provider retains all Intellectual Property Rights concerning the transferred Material and that the Material is or may be subject to the application of **patent rights IPR protection**, the Provider and the Recipient agree that nothing in this Agreement shall be deemed to grant the Recipient express or implied licenses or other rights under any Intellectual Property Rights held by the Provider such as patents/patent applications, trade secrets or other proprietary rights. The Provider and the Recipient agree that no express or implied licenses or other rights are provided to the Recipient to use the Material or any other Research Material owned, its Modifications or any related patents of the Provider. As to Intellectual Property Rights concerning the achieved results Article 10 of the MoA shall apply (Appendix 6).



7. It is understood that no right to any license of the Research Material is given or implied by this Agreement. **The Consortium's** and its parties' names will be used for no endorsements.
8. If the Recipient wishes to patent or commercialize the **Modifications of the transferred Research Material not containing Material** as referred to in clause 1, **shall be agreed by Parties**, the Recipient must inform and involve the Provider prior to such use, in order to negotiate in good faith to establish the terms of a commercial license **and shall be agreed by both parties and will be covered in separate agreement**. Said negotiation shall consider a) the ownership of the biological material, b) relative contribution to the creation of said modifications and derivatives by the Recipient, and c) any applicable laws and regulations relating to inventorship as governed by the laws of Indonesia and applicable international laws.
9. **The Recipient fully acknowledges the obligation to foster scientific knowledge by publications**. It is explicitly stated that **clause 4 of the Agreement of Common use of Research Material** and **Article 11 clause 6 of Memorandum of Agreement** and form an integral part of this MTA (Appendix 4)
10. The Research 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. To the extent permitted by law, liability shall be restricted to wilful intent and gross negligence; to the extent permitted by law, liability for inconsequential damages shall be explicitly excluded.
11. It is explicitly stated that it shall be at the sole discretion of the Provider how to proceed with the Material as referred to in clause 1 after completion of the Recipient's study on said Material. **The Recipient has to inform the Provider about the completion of the studies with the Research Material without undue delay.**  
  
The Parties agree that within ten working days after being informed about the completion of the studies, the Provider shall state in writing the measures to be taken by the Recipient.
12. **The Recipient shall make available a final report on any result to the libraries of universities of The Consortium and to LIPI Biology Research Centre Cibinong as the national reference collection for Biodiversity in Indonesia.** The Parties agree that the Recipient shall at least submit a digital copy of the said final report to the Provider and hereby agrees that the Provider may disseminate the said final report as required according to this clause and in accordance with applicable Intellectual Property Rules.
13. 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.
14. **The termination of the Collaboration Agreement (MoA/ LoA) between provider and recipient institution/organization 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.

<b>For the Provider:</b> Name: Position: Vice Rector Date: Signature:	<b>For the Recipient:</b> Name: Prof. Dr. Hiltraud Casper-Hehne Position: Vice President, University of Goettingen (UGOE) Date: Signature:
<b>Providing Scientist:</b> Name: Date: Signature:	<b>Receiving Scientist:</b> Name: Date: Signature:
<b>Witnessed by:</b> Name: Position: Date: Signature:	<b>Approved by:</b> Name: Prof. Dr. Anas M. Fauzi Position: Speaker The Indonesian Consortium Date: Signature:



## APPENDIX 1: Instructions for recipients

1. Please fill in the form clearly. Especially **name and address are important** to receive Research 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 shipping costs are in responsibility of the recipient. Any payment for the Research Materials will be independent of whether or not the material is available without restriction.
3. **Always only Principal Investigator (PI) / persons with permanent work contract / 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".
4. **"Title"** of the Principal Investigator should be the "institutional title", for example, like **"Professor", "Team leader", "project leader", "Supervisor"**, and so on, but should not be "Ph.D" or "student" or "scientist".
5. Forms **sent by FAX will be NOT accepted**, because print-outs are often unclear. To send forms more quickly, clearly scanned (min 150 dpi) and saved as a PDF file can be sent by an attachment of e-mail of the counterpart.
6. "Purpose" of the Research Materials need to be described; recipient needs to describe the details of the used of the Research Materials (appendix 3).
7. Please do feedbacks to your provider e.g. print publish scientific papers, result and equivalent information. If not, you **may not be able to receive/bring/send the Research Materials for next time even if the MTA is correctly filled, unless you contribute to the research community at The Consortium by the feedback of the Research Materials.**
8. It is necessary to monitor the whereabouts of the samples, record and communicate any moves.
9. The final report should be at least in form of a simple text outline, containing results and interpretation. Could be also in form of an article / publication.



### **APPENDIX 3 : Details statement of the purposes**

**I hereby state that the materials are only required for:**

- 1.**
- 2.**
- 3.**

