

LAMPIRAN I

LAMPIRAN I.A

Daftar Negara Para Pihak yang Sudah Mendepositkan Instrumen Perjanjian Sumber Daya Genetik Tanaman untuk Pangan dan Pertanian (IT-PGRFA):

Nama Negara	Tanggal Tandatangani	Tanggal Ratifikasi	Tanggal Menerima	Mengesahkan	Tanggal Akses
Afghanistan					9/11/20
Algeria					13/12/20
Angola	10/10/2002	14/3/2006			
Argentina ¹⁾	10/6/2002				
Armenia					20/3/20
Australia	10/6/2002	12/12/2005			
Austria	6/6/2002	4/11/2005			
Bangladesh	17/10/2002	14/11/2003			
Belgium	6/6/2002	2/10/2007			
Benin					24/2/20
Bhutan	10/6/2002	2/9/2003			
Brazil	10/6/2002	22/5/2006			
Bulgaria					29/12/
Burkina Faso	9/11/2001	5/12/2006			
Burundi	10/6/2002	28/4/2006			
Cambodia	11/6/2002		11/6/2002		
Cameroon	3/9/2002	19/12/2005			
Canada	10/6/2002	10/6/2002			
Cape Verde ¹⁾	16/10/2002				
Cent. African Republic	9/11/2001	4/8/2003			
Chad	11/6/2002		14/3/2006		
Chile ¹⁾	4/11/2002				
Colombia ¹⁾	30/10/2002				
Congo, Republic of					14/9/20
Cook Islands					2/12/20
Costa Rica	10/6/2002	14/11/2006			
Côte d'Ivoire	9/11/2001	25/6/2003			
Cuba	11/10/2002	16/9/2004			
Cyprus	12/6/2002	15/9/2003			
Czech Republic					31/3/20
Demo. People's Rep. of Korea					16/7/20
Democratic Rep. of the Congo					5/6/20
Denmark	6/6/2002	31/3/2004			
Djibouti					8/5/20
Dominican Republic ¹⁾	11/6/2002				
Ecuador					7/5/20
Egypt	29/8/2002	31/3/2004			
El Salvador	10/6/2002	9/7/2003			
Eritrea	10/6/2002	10/6/2002			
Estonia					31/3/20
Ethiopia	12/6/2002			18/6/2003	
European Community	6/6/2002				31/3/20
Fiji					9/7/20
Finland	6/6/2002	31/3/2004			
France	6/6/2002			11/7/2005	
Gabon	10/6/2002	13/11/2006			

Nama Negara	Tandatangan	Ratifikasi	Menerima	Mengesahkan	Aksesi
Ghana	28/10/2002	28/10/2002			
Germany	6/6/2002	31/3/2004			
Greece	6/6/2002	31/3/2004			
Guatemala	13/6/2002	1/2/2006			
Guinea	11/6/2002			11/6/2002	
Guinea-Bissau					1/2/200
Haiti ¹⁾	9/11/2001				
Honduras					14/1/200
Hungary					4/3/200
Iceland					7/8/200
India	10/6/2002	10/6/2002			
Indonesia					10/3/200
Iran, Islamic Republic of		4/11/2002			
Ireland	6/6/2002	31/3/2004			
Italy	6/6/2002	18/5/2004			
Jamaica					14/3/200
Jordan	9/11/2001	30/5/2002			
Kenya					27/5/200
Kiribati					13/12/200
Kuwait					2/9/200
Lao People's Democratic Republic					14/3/200
Latvia					27/5/200
Lebanon	4/11/2002	6/5/2004			
Lesotho					21/11/200
Liberia					25/11/200
Libyan Arab Jamahiriya					12/4/200
Lithuania					21/6/200
Luxembourg	6/6/2002	31/3/2004			
Madagascar	30/10/2002	13/3/2006			
Malawi	10/6/2002	4/7/2002			
Malaysia					5/5/200
Maldives					2/3/200
Mali	9/11/2001	5/5/2005			
Malta ¹⁾	10/6/2002				
Marshall Islands ¹⁾	13/6/2002				
Mauritania					11/2/200
Mauritius					27/3/200
Morocco ¹⁾	27/3/2002				
Myanmar					4/12/200
Namibia	9/11/2001	7/10/2004			
Netherlands	6/6/2002		18/11/2005		
Nicaragua					22/11/200
Niger	11/6/2002	27/10/2004			
Nigeria	10/6/2002				
Norway	12/6/2002	3/8/2004			
Oman					14/7/200
Pakistan					2/9/200
Palau					5/8/200
Panama					13/3/200
Paraguay	24/10/2002		3/1/2003		

Nama Negara	Tandatangan	Ratifikasi	Menerima	Mengesahkan	Akses
Peru	8/10/2002	5/6/2003			
Philippines					28/9/20
Poland					7/2/20
Portugal	6/6/2002			7/11/2005	
Qatar					1/7/20
Republic of Serbia ¹⁾	1/10/2002				
Romania					31/5/20
Saint Lucia					16/7/20
Samoa					9/3/20
Sao Tome and Principle					7/4/20
Saudi Arabia					17/10/20
Senegal ¹⁾	9/11/2001				
Seychelles					30/6/20
Sierra Leone					20/11/20
Slovenia					11/1/20
Spain	6/6/2002	31/3/2004			
Sudan	10/6/2002	10/6/2002			
Swaziland	10/6/2002				
Sweden	6/6/2002	31/3/2004			
Switzerland	28/10/2002	22/11/2004			
Syrian Arab Republic	13/6/2002	26/8/2003			
Thailand ¹⁾	4/11/2002				
The Former Yugoslav Republic of Macedonia ¹⁾	10/6/2002				
Togo ¹⁾	4/11/2002				
Trinidad and Tobago					27/10/20
Tunisia	10/6/2002	8/6/2004			
Turkey	4/11/2002	7/6/2007			
Uganda					
United Arab Emirates					16/2/20
United Kingdom	6/6/2002	31/3/2004			
United Republic of Tanzania					25/3/20
United States of America ¹⁾	1/11/2002				
Uruguay	10/6/2002	1/3/2006			
Venezuela	11/2/2002	17/5/2005			
Yemen					1/3/20
Zambia	4/11/2002	13/3/2006			
Zimbabwe	30/10/2002	5/7/2005			

¹⁾ Negara yang menandatangani, tetapi tidak menerima

Daftar Tanaman Pertanian di Dalam Sistem Multilateral

Tanaman Pangan

Nama Lokal	Genus/Marga	Nama Inggris
Sukun	<i>Artocarpus</i>	Breadfruit
Asparagus	<i>Asparagus</i>	Asparagus
Havermut	<i>Avena</i>	Oat
Bit	<i>Beta</i>	Beet
Kompleks kubis	<i>Brassica</i> dkk	Brassica complex
Kacang gude	<i>Cayanus</i>	Pigeon Pea
Kacang Arab	<i>Cicer</i>	Chickpea
Citrus	<i>Citrus</i>	Citrus
Kelapa	<i>Cocos</i>	Coconut
Talas-talasan	<i>Colocasia</i> , <i>Xanthosoma</i>	Major aroids
Wortel	<i>Daucus</i>	Carrot
Uwi	<i>Dioscorea</i>	Yams
Finger Millet	<i>Eleusine</i>	Finger Millet
Strawberry	<i>Fragaria</i>	Strawberry
Bunga Matahari	<i>Helianthus</i>	Sun Flower
Gandum bir	<i>Hordeum</i>	Barley
Ubi jalar	<i>Ipomoea</i>	Sweet Potato
Grass pea	<i>Lathyrus</i>	Grass Pea
Lentil	<i>Lens</i>	Lentil
Apel	<i>Malus</i>	Apple
Ubi kayu	<i>Manihot</i>	Cassava
Pisang	<i>Musa</i>	Banana / Plantain
Padi	<i>Oryza</i>	Rice
Pearl Millet	<i>Pennisetum</i>	Pearl Millet
Kacang kara	<i>Phaseolus</i>	Beans
Kacang polong	<i>Pisum</i>	Pea
Gandum hitam	<i>Secale</i>	Rye
Kentang	<i>Solanum</i>	Potato
Terung	<i>Solanum</i>	Eggplant
Tritikal	<i>Triticosecale</i>	Triticale
Gandum terigu	<i>Triticum</i> dkk	Wheat
Kacang babi	<i>Vicia</i>	Faba Bean / Vetch
Kacang panjang	<i>Vigna</i>	Cowpea <i>et al.</i>
Jagung	<i>Zea</i>	Maize

Hijauan Pakan Ternak

Genus/Marga	Jenis/Spesies
Hijauan Kacang-Kacangan	
<i>Astragalus</i>	<i>chinensis, cicer, arenarius</i>
<i>Canavalia</i>	<i>ensiformis</i>
<i>Coronilla</i>	<i>varia</i>
<i>Hedysarum</i>	<i>coronarium</i>
<i>Lathyrus</i>	<i>cicera, ciliolatus, hirsutus, ochrus, odoratus, sativus</i>
<i>Lespedeza</i>	<i>cuneata, striata, stipulacea</i>
<i>Lotus</i>	<i>corniculatus, subbiflorus, uliginosis</i>
<i>Lupinus</i>	<i>albus, angustifolius, luteus</i>
<i>Medicago</i>	<i>arborea, falcata, sativa, scutellata, rigidula, truncatula</i>
<i>Melilotus</i>	<i>albus, officinalis</i>
<i>Onobrychis</i>	<i>viciifolia</i>
<i>Ornithopus</i>	<i>sativus</i>
<i>Prosopis</i>	<i>affinis, alba, chilensis, nigra, pallida</i>
<i>Pueraria</i>	<i>phaseoloides</i>
<i>Trifolium</i>	<i>alexandrum, alpestre, ambiguum, angustifolium, arvense, agrocicerum, hybridum, incarnatum, praense, repens, resupinatum, rueppellianum, semipilosum, subterraneum, vesiculosum</i>
Hijauan Rerumputan	
<i>Andropogon</i>	<i>gayanus</i>
<i>Agropyron</i>	<i>cristatum, desertorum</i>
<i>Agrotis</i>	<i>stolonifera, tenuis</i>
<i>Alopecurus</i>	<i>pratensis</i>
<i>Arrhenatherum</i>	<i>elatius</i>
<i>Dactylis</i>	<i>glomerata</i>
<i>Festuca</i>	<i>arundinacea, gigantea, heterophylla, ovina, pratensis, rubra</i>
<i>Lolium</i>	<i>hybridum, multiflorum, perenne, rigidum, temulentum</i>
<i>Phalaris</i>	<i>aquatica, arundinacea</i>
<i>Phleum</i>	<i>pratense</i>
<i>Poa</i>	<i>alpina, annua, pratensis</i>
<i>Tripsacum</i>	<i>laxum</i>
Hijauan Lain	
<i>Atriplex</i>	<i>halimus, nummularia</i>
<i>Salsola</i>	<i>vermiculata</i>

LAMPIRAN II

LAMPIRAN II.A

INFORMASI YANG TERKAIT DENGAN MATERI SDG YANG AKAN DIALIHKAN

Nama Latin :
Nama Daerah :
Nama Varietas/Kultivar :
Nomor aksesori :
Data Paspor :
Data Deskriptor :
Bentuk SDG (biji, serbuk sari, atau bagian tanaman lainnya, kultur *in vitro*, DNA) :
Invensi/HKI :

URAIAN TENTANG PENELITIAN, KOMPENSASI, DAN MASYARAKAT TEMPATAN

1. Uraian penelitian

Uraikan secara rinci tujuan dan kegiatan penelitian yang diusulkan dalam Perjanjian ini, termasuk banyaknya material atau invensi yang akan dipelajari atau dialihkan, perpanjangan waktu pengalihan. Untuk SDG yang akan dikoleksi hendakny dibuatkan daftar spesimen yang dikoleksi.

2. Kompensasi

Uraikan kompensasi untuk pengalihan, termasuk uang muka kompensasi seperti biaya koleksi, biaya penyediaan spesimen, akses terhadap informasi dalam bentuk uang langganan jurnal atau biaya mengikuti pertemuan ilmiah, alih teknologi seperti pelatihan dan sumbangan peralatan, biaya identifikasi taksonomi, atau besarnya royalty.

PENERIMA yang tidak memenuhi kewajiban memberikan kompensasi yang telah disepakati kepada PEMBERI akan berakibat berakhirnya Perjanjian ini dan wajib mengembalikan semua material atau invensi yang telah diberikan.

3. Laporan hasil penelitian dan kepemilikan

PENERIMA material atau invensi wajib melaporkan hasil penelitiannya kepada PEMBERI, sekurang-kurangnya setiap enam bulan, untuk semua penelitian yang telah dilakukan pada material atau invensiyang diberikan. PENERIMA akan mencantumkan PEMBERI sebagai penulis kedua atau memberikan ucapan terima kasih atas knotribusinya. PENERIMA akan menyerahkan semua naskah kepada PEMBERI sebelum dipublikasi.

4. Masyarakat Tempatan yang berhak

Apabila Masyarakat Tempatan menjadi bagian dari Perjanjian ini, maka PEMBERI dan PENERIMA wajib menghargai ketentuan sebagaimana dicantumkan dalam Lampiran C. Begitu pula PEMBERI dan PENERIMA akan memberikan kompensasi sebagaimana disebutkan pada butir 2 di atas.

PERSYARATAN YANG DITETAPKAN MASYARAKAT TEMPATAN TERHADAP
PENERIMA DAN PEMBERI ATAS MATERIAL ATAU INVENSI YANG
DIPERJANJIKAN

1. Tanggungjawab

Menjadi tanggung jawab PEMBERI dan PENERIMA untuk menjamin bahwa ketentuan ini dipatuhi.

2. Persetujuan Atas Dasar Informasi Awal (PADIA)

Setiap pemanfaatan material atau invensi, termasuk pengetahuan tradisional yang melekat pada material atau invensi tersebut, yang berasal dari wilayah milik Masyarakat Tempatan, harus terlebih dahulu dibicarakan dengan masyarakat tersebut, dalam bahasa mereka, mengenai maksud dan tujuan penelitian, hak Masyarakat Tempatan untuk berpartisipasi dan mendapatkan keuntungan dari penelitian tersebut.

3. Proses vs produk akhir

Penjelasan lengkap atas pilihan untuk mendapatkan keuntungan dari proses maupun produk akhir dari penelitian dan pengembangan yang mempergunakan material atau invensi tersebut, nilai potensial dari materi, serta kemungkinan keberhasilan secara komersial. Semuanya itu disampaikan secara tertulis dan dimuat dalam Lampiran II.B.

4. Kerahasiaan

PEMBERI dan PENERIMA sepenuhnya memahami bahwa pengetahuan tradisional oleh Masyarakat Tempatan dianggap sebagai kekayaan intelektual mereka. Informasi tersebut harus diperlakukan secara konfidensial.

5. Laporan/monitoring

Masyarakat Tempatan secara reguler, sekurang-kurangnya setiap enam bulan sekali, berhak menerima laporan hasil penelitian guna membina kepercayaan serta mendorong harapan yang realistis dari kemungkinan memperoleh keuntungan jangka panjang dari produk komersial tersebut. Masyarakat Tempatan juga didorong untuk bekerjasama dengan pihak ketiga seperti lembaga swadaya masyarakat (LSM) untuk menjamin bahwa haknya dalam Perjanjian ini tetap dipertahankan.

6. Uraian tentang yang berhak memberikan tanda tangan

Penjelasan tentang bagaimana memperoleh persetujuan atas dasar informasi awal (PADIA) dimasukkan kedalam Lampiran II.C, termasuk penjelasan tentang batas tanah Masyarakat Tempatan. Wakil Masyarakat Tempatan yang ditunjuk akan mendapatkan penunjukan resmi dari Kepala Masyarakat Tempatan yang disertakan dalam Lampiran II.C, yang menunjukkan bahwa PADIA telah diberikan. Dengan demikian wakil tersebut berhak merundingkan dan menandatangani PPM tersebut atas nama Masyarakat Tempatan. Formulir PADIA tercantum pada LAMPIRAN V.

KETENTUAN TENTANG PERLINDUNGAN KEKAYAAN INTELEKTUAL DAN KOMERSIALISASI MATERIAL

1. Semua pihak sepakat untuk menjaga data penting yang diperlukan untuk mendapatkan perlindungan kekayaan intelektual dari produk yang dihasilkan dengan menggunakan material atau invensi dengan penuh kerahasiaan sampai diperoleh atau ditolaknya permohonan perlindungan. Pihak yang mengajukan permohonan perlindungan KI harus memberikan laporan kemajuannya kepada pihak lainnya.
2. Pihak yang berkuasa atas kepemilikan hasil yang dimohonkan perlindungan wajib membayar semua biaya yang diperlukan untuk pemeliharaan perlindungan.
3. Pihak yang mengajukan permohonan perlindungan atas produk yang terkait dengan pengetahuan tradisional tidak akan membatasi penggunaan, produksi atau pemrosesan produk dengan pengetahuan tradisional di dalam negeri PEMBERI.
4. Apabila ada pihak yang bermaksud melisensikan produk yang dihasilkan untuk pengembangan pemasaran, lisensi pemasaran tersebut hendaknya mengikuti ketentuan dalam Perjanjian ini. Pihak yang merundingkan Perjanjian lisensi tersebut harus memberikan laporan kemajuannya kepada pihak lainnya.
5. PENERIMA harus memberikan penjelasan yang masuk akal tentang berbagai keberatan PEMBERI (dan Masyarakat Tempatan yang berhak) yang mungkin timbul dalam mengembangkan invensi menjadi produk komersial atau dalam memberikan lisensi atas pengembangan invensi tersebut. Keberatan tersebut termasuk ketentuan untuk memperoleh produk sesuai dengan harga produksinya atau harga yang diperjanjikan bagi masyarakat dari Negara PEMBERI.
6. Pengembangan pemasaran dari hasil invensi atau lisensi komersial dari pengembangan tersebut termasuk Pemberian *royalty* kepada PEMBERI atau PEMBERI dan Masyarakat Tempatan yang berhak dari hasil penjualan produk tersebut serta kemungkinan Pemberian pendapatan lain seperti pembayaran awal kepada PEMBERI atau PEMBERI dan Masyarakat Tempatan yang berhak.

LAMPIRAN III

MODEL 1. PPM/MTA Non Komersial Dalam Negeri (antar UPT lingkup Badan Litbang Pertanian)

PERJANJIAN PENGALIHAN MATERIAL (MATERIAL TRANSFER AGREEMENT)

PEMBERI

- Pejabat yang berwenang :
- UK/UPT Badan Litbang :
- Alamat :

PENERIMA

- Pejabat yang berwenang :
- UK/UPT Badan Litbang :
- Alamat :

Sebagai tindak lanjut dari permintaan PENERIMA untuk mengalihkan material genetik milik PEMBERI, maka dengan ini PEMBERI mengalihkan kepada PENERIMA material genetik sebagai berikut:

- Nama komoditas :
- Dalam bentuk :
- Sejumlah :
- Kondisi :

dengan ketentuan bahwa kedua belah pihak menyepakati sebagai berikut:

1. Material genetik tersebut diatas hanya akan digunakan oleh PENERIMA untuk keperluan penelitian/ pengkajian/ pengembangan judul kegiatan penelitian/pengkajian/pengembangan, dan tidak akan digunakan untuk keperluan kegiatan lain, kecuali kegiatan lanjutan.
2. PENERIMA tidak diperbolehkan menyebarluaskan atau mendistribusikan material genetik tersebut di atas dan turunannya kepada pihak lain.
3. Hak Kekayaan Intelektual (HKI) dari material genetik dan bahan pengujian yang dihasilkan dari material genetik tersebut merupakan milik PEMBERI, sehingga PENERIMA tidak berhak mengajukan hak kepemilikan, dan perlindungan HKI atas materi genetik yang diterima.

4. Publikasi hasil penelitian merupakan hak bersama pihak PEMBERI dan PENERIMA.
5. Peneliti PENERIMA akan mengirimkan semua data dan informasi hasil pengujian materi genetik tersebut kepada PEMBERI setelah pelaksanaan pengujian selesai.
6. Apabila PENERIMA melakukan modifikasi genetik atas SDG atau derivatifnya dan diajukan HKI atas produk modifikasi tersebut, maka: HKI produk modifikasi tersebut menjadi milik bersama PENERIMA dan PEMBERI .
7. Apabila SDG yang telah dimodifikasi tersebut dan sudah memperoleh HKI, akan dikomersialkan maka MTA yang sudah disepakati kedua belah pihak, akan dirubah menjadi MTA komersial.
8. Semua akibat dari adanya penyimpangan dari perjanjian ini akan diselesaikan secara musyawarah, dan apabila tidak ada kesepakatan dalam musyawarah tersebut kedua belah pihak sepakat untuk meminta jasa lembaga arbitrase Indonesia

PENERIMA

PEMBERI

Peneliti UK/UPT Badan Penelitian dan Pengembangan Pertanian,

Peneliti UK/UPT Badan Penelitian dan Pengembangan Pertanian,

(.....)

(.....)

Tanggal:

Tanggal:

MENGETAHUI:

UK/UPT Badan Penelitian dan Pengembangan Pertanian,

UK/UPT Badan Penelitian dan Pengembangan Pertanian,

Kepala,

Kepala,

(.....)

(.....)

Tanggal:

Tanggal:

MODEL 2. PPM/MTA Non Komersial Dalam Negeri (Litbang dengan Non Litbang)

PERJANJIAN PENGALIHAN MATERIAL
(*MATERIAL TRANSFER AGREEMENT*)

PEMBERI

- Pejabat yang berwenang :
- UPT Badan Litbang :
- Alamat :

PENERIMA

- Pejabat yang berwenang :
- Lembaga dalam negeri di luar lingkup Badan Litbang :
- Alamat :

Sebagai tindak lanjut dari permintaan PENERIMA untuk mengalihkan material genetik milik PEMBERI, maka dengan ini PEMBERI mengalihkan kepada PENERIMA material genetik sebagai berikut:

- Nama komoditas :
- Dalam bentuk :
- Sejumlah :
- Kondisi :

dengan ketentuan bahwa kedua belah pihak menyepakati sebagai berikut:

1. Material genetik tersebut diatas hanya akan digunakan oleh PENERIMA untuk keperluan penelitian (judul kegiatan penelitian) di lokasi, dan tidak akan digunakan untuk keperluan penelitian lain, kecuali penelitian lanjutan dari kegiatan penelitian ini.
2. PENERIMA tidak diperbolehkan:
 - a. menyebarluaskan atau mendistribusikan material genetik tersebut di atas dan turunannya kepada pihak lain.
 - b. melakukan perbanyakan dalam segala bentuk dari material genetik tersebut di atas.
 - c. mengirimkan material genetik tersebut di atas ke lokasi lain, kecuali dengan ijin tertulis dari PEMBERI.

3. Hak Kekayaan Intelektual (HKI) hasil pengujian dari material genetik tersebut merupakan milik PEMBERI, sehingga PENERIMA tidak berhak mengajukan hak kepemilikan, dan perlindungan HKI atas materi genetik yang diterima.
4. Publikasi hasil penelitian merupakan hak bersama pihak PEMBERI dan PENERIMA.
5. Peneliti PENERIMA akan mengirimkan semua data dan informasi hasil pengujian materi genetik tersebut kepada PEMBERI setelah pelaksanaan pengujian selesai.
6. Apabila PENERIMA melakukan modifikasi genetik atas SDG atau derivatifnya dan diajukan HKI atas produk modifikasi tersebut, maka: HKI produk modifikasi tersebut menjadi milik bersama PENERIMA dan PEMBERI atau PENERIMA memberikan sub lisensi permanen, non-eksklusif dan lisensi bebas royalti kepada PEMBERI.
7. Apabila SDG yang telah dimodifikasi tersebut dan sudah memperoleh HKI, akan dikomersialkan maka MTA yang sudah disepakati kedua belah pihak, akan dirubah menjadi MTA komersial.
8. Semua akibat dari adanya penyimpangan dari perjanjian ini akan diselesaikan secara musyawarah, dan apabila tidak ada kesepakatan dalam musyawarah tersebut kedua belah pihak sepakat untuk meminta jasa lembaga arbitrase Indonesia.

PENERIMA

Kepala Lembaga dalam negeri di luar
lingkup Badan Litbang,

(.....)

Tanggal:

PEMBERI

UK/UPT Badan Penelitian dan
Pengembangan Pertanian,
Kepala

(.....)

Tanggal:

MENGETAHUI:

Atasan Langsung UK/UPT Badan
Penelitian dan Pengembangan
Pertanian,
Kepala,

(.....)

Tanggal:

MODEL 3. PPM/MTA Non Komersial Dalam Negeri (dengan lembaga non pemerintah/swasta/perorangan)

PERJANJIAN PENGALIHAN MATERIAL
(*MATERIAL TRANSFER AGREEMENT*)

PEMBERI

- Pejabat yang berwenang :
- UK/UPT Badan Litbang :
- Alamat :

PENERIMA

- Direktur>Nama :
- Lembaga Non Pemerintah/Swasta dalam negeri :
- Alamat :

Sebagai tindak lanjut dari permintaan PENERIMA untuk mengalihkan material genetik milik PEMBERI, maka dengan ini PEMBERI mengalihkan kepada PENERIMA material genetik sebagai berikut:

- Nama komoditas :
- Dalam bentuk :
- Sejumlah :
- Kondisi :

dengan ketentuan bahwa kedua belah pihak menyepakati sebagai berikut:

1. Material genetik tersebut diatas hanya akan digunakan oleh PENERIMA untuk keperluan penelitian (judul kegiatan penelitian) di lokasi, dan tidak akan digunakan untuk keperluan penelitian lain, kecuali penelitian lanjutan dari kegiatan penelitian ini.
2. PENERIMA tidak diperbolehkan:
 - a. menyebarluaskan atau mendistribusikan material genetik tersebut di atas dan turunannya kepada pihak lain.
 - b. melakukan perbanyakan dalam segala bentuk dari material genetik tersebut di atas.
 - c. mengirimkan material genetik tersebut di atas ke lokasi lain, kecuali dengan ijin tertulis dari PEMBERI.

3. Hak Kekayaan Intelektual (HKI) hasil pengujian dari material genetik tersebut merupakan milik PEMBERI, sehingga PENERIMA tidak berhak mengajukan hak kepemilikan, dan perlindungan HKI atas materi genetik yang diterima.
4. Publikasi hasil penelitian merupakan hak bersama pihak PEMBERI dan PENERIMA.
5. PENERIMA akan mengirimkan semua data dan informasi hasil pengujian materi genetik tersebut kepada PEMBERI setelah pelaksanaan pengujian selesai.
6. Apabila PENERIMA melakukan modifikasi genetik atas SDG atau derivatifnya dan diajukan HKI atas produk modifikasi tersebut, maka: HKI produk modifikasi tersebut menjadi milik bersama PENERIMA dan PEMBERI atau PENERIMA memberikan sub lisensi permanen, non-eksklusif dan lisensi bebas royalti kepada PEMBERI.
7. Apabila SDG yang telah dimodifikasi tersebut dan sudah memperoleh HKI, akan dikomersialkan maka MTA yang sudah disepakati kedua belah pihak, akan dirubah menjadi MTA komersial.
8. Semua akibat dari adanya penyimpangan dari perjanjian ini akan diselesaikan secara musyawarah, dan apabila tidak ada kesepakatan dalam musyawarah tersebut kedua belah pihak sepakat untuk menyelesaikan secara hukum.

PENERIMA

PEMBERI

Direktur Lembaga Non
Pemerintah/Swasta/Perorangan,

UK/UPT Badan Penelitian dan
Pengembangan Pertanian,
Kepala

(.....)

(.....)

Tanggal:

Tanggal:

MENGETAHUI:

Atasan Langsung UK/UPT Badan
Penelitian dan Pengembangan
Pertanian,
Kepala,

(.....)

Tanggal:

STANDARD MATERIAL TRANSFER AGREEMENT

PREAMBLE

WHEREAS

The International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as "the Treaty") was adopted by the Thirty-first session of the FAO Conference on 3 November 2001 and entered into force on 29 June 2004;

The objectives of the Treaty are the conservation and sustainable use of Plant Genetic Resources for Food and Agriculture and the fair and equitable sharing of the benefits arising out of their use, in harmony with the Convention on Biological Diversity, for sustainable agriculture and food security;

The Contracting Parties to the Treaty, in the exercise of their sovereign rights over their Plant Genetic Resources for Food and Agriculture, have established a Multilateral System both to facilitate access to Plant Genetic Resources for Food and Agriculture and to share, in a fair and equitable way, the benefits arising from the utilization of these resources, on a complementary and mutually reinforcing basis;

Articles 4, 11, 12.4 and 12.5 of the Treaty are borne in mind;

The diversity of the legal systems of the Contracting Parties with respect to their national procedural rules governing access to courts and to arbitration, and the obligations arising from international and regional conventions applicable to these procedural rules, are recognized;

Article 12.4 of the Treaty provides that facilitated access under the Multilateral System shall be provided pursuant to a Standard Material Transfer Agreement, and the Governing Body of the Treaty, in its Resolution 1/2006 of 16 June 2006, adopted the Standard Material Transfer Agreement.

ARTICLE 1 — PARTIES TO THE AGREEMENT

1.1 The present Material Transfer Agreement (hereinafter referred to as "this Agreement") is the Standard Material Transfer Agreement referred to in Article 12.4 of the Treaty.

1.2 This Agreement is:

BETWEEN:.....

..... (hereinafter referred to as "the Provider"),

AND:.....
.....(hereinafter referred to as "the Recipient").

1.3 The parties to this Agreement hereby agree as follows:

ARTICLE 2 — DEFINITIONS

In this Agreement the expressions set out below shall have the following meaning:

"Available without restriction": a Product is considered to be available without restriction to others for further research and breeding when it is available for research and breeding without any legal or contractual obligations, or technological restrictions, that would preclude using it in the manner specified in the Treaty.

"Genetic material" means any material of plant origin, including reproductive and vegetative propagating material, containing functional units of heredity.

"Governing Body" means the Governing Body of the Treaty.

"Multilateral System" means the Multilateral System established under Article 10.2 of the Treaty.

"Plant Genetic Resources for Food and Agriculture" means any genetic material of plant origin of actual or potential value for food and agriculture.

"Plant Genetic Resources for Food and Agriculture under Development" means material derived from the Material, and hence distinct from it, that is not yet ready for commercialization and which the developer intends to further develop or to transfer to another person or entity for further development. The period of development for the Plant Genetic Resources for Food and Agriculture under Development shall be deemed to have ceased when those resources are commercialized as a Product.

"Product" means Plant Genetic Resources for Food and Agriculture that incorporate the Material or any of its genetic parts or components that are ready for commercialization, excluding commodities and other products used for food, feed and processing.

"Sales" means the gross income resulting from the commercialization of a Product or Products, by the Recipient, its affiliates, contractors, licensees and lessees.

"To commercialize" means to sell a Product or Products for monetary consideration on the open market, and "commercialization" has a corresponding meaning. Commercialization shall not include any form of transfer of Plant Genetic Resources for Food and Agriculture under Development.

ARTICLE 3 — SUBJECT MATTER OF THE MATERIAL TRANSFER AGREEMENT

The Plant Genetic Resources for Food and Agriculture specified in *Annex 1* to this Agreement (hereinafter referred to as the "Material") and the available related information referred to in Article 5b and in *Annex 1* are hereby transferred

from the Provider to the Recipient subject to the terms and conditions set out in this Agreement.

ARTICLE 4 — GENERAL PROVISIONS

4.1 This Agreement is entered into within the framework of the Multilateral System and shall be implemented and interpreted in accordance with the objectives and provisions of the Treaty.

4.2 The parties recognize that they are subject to the applicable legal measures and procedures, that have been adopted by the Contracting Parties to the Treaty, in conformity with the Treaty, in particular those taken in conformity with Articles 4, 12.2 and 12.5 of the Treaty.¹

4.3 The parties to this Agreement agree that the Food and Agriculture Organization of the United Nations, acting on behalf of the Governing Body of the Treaty and its Multilateral System, is the third party beneficiary under this Agreement.

4.4 The third party beneficiary has the right to request the appropriate information as required in Articles 5e, 6.5c, 8.3 and *Annex, 2 paragraph 3*, to this Agreement.

4.5 The rights granted to the Food and Agriculture Organization of the United Nations above do not prevent the Provider and the Recipient from exercising their rights under this Agreement.

ARTICLE 5 — RIGHTS AND OBLIGATIONS OF THE PROVIDER

The Provider undertakes that the Material is transferred in accordance with the following provisions of the Treaty:

- a) Access shall be accorded expeditiously, without the need to track individual accessions and free of charge, or, when a fee is charged, it shall not exceed the minimal cost involved;
- b) All available passport data and, subject to applicable law, any other associated available non-confidential descriptive information, shall be made available with the Plant Genetic Resources for Food and Agriculture provided;
- c) Access to Plant Genetic Resources for Food and Agriculture under Development, including material being developed by farmers, shall be at the discretion of its developer, during the period of its development;
- d) Access to Plant Genetic Resources for Food and Agriculture protected by intellectual and other property rights shall be consistent with relevant international agreements, and with relevant national laws;

¹ In the case of the International Agricultural Research Centres of the Consultative Group on International Agricultural Research (CGIAR) and other international institutions, the Agreement between the Governing Body and the CGIAR Centres and other relevant institutions will be applicable.

- e) The Provider shall periodically inform the Governing Body about the Material Transfer Agreements entered into, according to a schedule to be established by the Governing Body. This information shall be made available by the Governing Body to the third party beneficiary.²

² *Note by the Secretariat:* The Standard Material Transfer Agreement makes provision for information to be provided to the **Governing Body**, in the following Articles: 5e, 6.4b, 6.5c and 6.11h, as well as in *Annex 2*, paragraph 3, *Annex 3*, paragraph 4, and in *Annex 4*. Such information should be submitted to:

The Secretary
International Treaty on Plant Genetic Resources for Food and Agriculture
Food and Agriculture Organization of the United Nations
I-00100 Rome, Italy

ARTICLE 6 — RIGHTS AND OBLIGATIONS OF THE RECIPIENT

6.1 The Recipient undertakes that the Material shall be used or conserved only for the purposes of research, breeding and training for food and agriculture. Such purposes shall not include chemical, pharmaceutical and/or other non-food/feed industrial uses.

6.2 The Recipient shall not claim any intellectual property or other rights that limit the facilitated access to the Material provided under this Agreement, or its genetic parts or components, in the form received from the Multilateral System.

6.3 In the case that the Recipient conserves the Material supplied, the Recipient shall make the Material, and the related information referred to in Article 5b, available to the Multilateral System using the Standard Material Transfer Agreement.

6.4 In the case that the Recipient transfers the Material supplied under this Agreement to another person or entity (hereinafter referred to as “the subsequent recipient”), the Recipient shall

- a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement; and
- b) notify the Governing Body, in accordance with Article 5e.

On compliance with the above, the Recipient shall have no further obligations regarding the actions of the subsequent recipient.

6.5 In the case that the Recipient transfers a Plant Genetic Resource for Food and Agriculture under Development to another person or entity, the Recipient shall:

- a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement, provided that Article 5a of the Standard Material Transfer Agreement shall not apply;
- b) identify, in *Annex 1* to the new material transfer agreement, the Material received from the Multilateral System, and specify that the Plant Genetic Resources for Food and Agriculture under Development being transferred are derived from the Material;
- c) notify the Governing Body, in accordance with Article 5e; and
- d) have no further obligations regarding the actions of any subsequent recipient.

6.6 Entering into a material transfer agreement under paragraph 6.5 shall be without prejudice to the right of the parties to attach additional conditions, relating to further product development, including, as appropriate, the payment of monetary consideration.

6.7 In the case that the Recipient commercializes a Product that is a Plant Genetic Resource for Food and Agriculture and that incorporates Material as referred to in Article 3 of this Agreement, and where such Product is not available without restriction to others for further research and breeding, the Recipient shall pay a fixed percentage of the Sales of the commercialized Product into the mechanism established by the Governing Body for this purpose, in accordance with *Annex 2* to this Agreement.

6.8 In the case that the Recipient commercializes a Product that is a Plant Genetic Resource for Food and Agriculture and that incorporates Material as referred to in Article 3 of this Agreement and where that Product is available without restriction to others for further research and breeding, the Recipient is encouraged to make voluntary payments into the mechanism established by the Governing Body for this purpose in accordance with *Annex 2* to this Agreement.

6.9 The Recipient shall make available to the Multilateral System, through the information system provided for in Article 17 of the Treaty, all non-confidential information that results from research and development carried out on the Material, and is encouraged to share through the Multilateral System non-monetary benefits expressly identified in Article 13.2 of the Treaty that result from such research and development. After the expiry or abandonment of the protection period of an intellectual property right on a Product that incorporates the Material, the Recipient is encouraged to place a sample of this Product into a collection that is part of the Multilateral System, for research and breeding.

6.10 A Recipient who obtains intellectual property rights on any Products developed from the Material or its components, obtained from the Multilateral System, and assigns such intellectual property rights to a third party, shall transfer the benefit-sharing obligations of this Agreement to that third party.

6.11 The Recipient may opt as per *Annex 4*, as an alternative to payments under Article 6.7, for the following system of payments:

- a) The Recipient shall make payments at a discounted rate during the period of validity of the option;
- b) The period of validity of the option shall be ten years renewable in accordance with *Annex 3* to this Agreement;
- c) The payments shall be based on the Sales of any Products and of the sales of any other products that are Plant Genetic Resources for Food and Agriculture belonging to the same crop, as set out in *Annex 1* to the Treaty, to which the Material referred to in *Annex 1* to this Agreement belongs;
- d) The payments to be made are independent of whether or not the Product is available without restriction;
- e) The rates of payment and other terms and conditions applicable to this option, including the discounted rates are set out in *Annex 3* to this Agreement;
- f) The Recipient shall be relieved of any obligation to make payments under Article 6.7 of this Agreement or any previous or subsequent Standard Material Transfer Agreements entered into in respect of the same crop;
- g) After the end of the period of validity of this option the Recipient shall make payments on any Products that incorporate Material received during the period in which this Article was in force, and where such Products are not

available without restriction. These payments will be calculated at the same rate as in paragraph (a) above;

- h) The Recipient shall notify the Governing Body that he has opted for this modality of payment. If no notification is provided the alternative modality of payment specified in Article 6.7 will apply.

ARTICLE 7 — APPLICABLE LAW

The applicable law shall be General Principles of Law, including the UNIDROIT Principles of International Commercial Contracts 2004, the objectives and the relevant provisions of the Treaty, and, when necessary for interpretation, the decisions of the Governing Body.

ARTICLE 8 — DISPUTE SETTLEMENT

8.1 Dispute settlement may be initiated by the Provider or the Recipient or the Food and Agriculture Organization of the United Nations, acting on behalf of the Governing Body of the Treaty and its Multilateral System.

8.2 The parties to this Agreement agree that the Food and Agriculture Organization of the United Nations, representing the Governing Body and the Multilateral System, has the right, as a third party beneficiary, to initiate dispute settlement procedures regarding rights and obligations of the Provider and the Recipient under this Agreement.

8.3 The third party beneficiary has the right to request that the appropriate information, including samples as necessary, be made available by the Provider and the Recipient, regarding their obligations in the context of this Agreement. Any information or samples so requested shall be provided by the Provider and the Recipient, as the case may be.

8.4 Any dispute arising from this Agreement shall be resolved in the following manner:

- a) Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute by negotiation.
- b) Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation through a neutral third party mediator, to be mutually agreed.
- c) Arbitration: If the dispute has not been settled by negotiation or mediation, any party may submit the dispute for arbitration under the Arbitration Rules of an international body as agreed by the parties to the dispute. Failing such agreement, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. Either party to the dispute may, if it so chooses, appoint its arbitrator from such list of experts as the Governing Body may establish for this purpose; both parties, or the arbitrators appointed by them, may agree to appoint a sole arbitrator, or

presiding arbitrator as the case may be, from such list of experts. The result of such arbitration shall be binding.

ARTICLE 9 — ADDITIONAL ITEMS

Warranty

9.1 The Provider makes no warranties as to the safety of or title to the Material, nor as to the accuracy or correctness of any passport or other data provided with the Material. Neither does it make any warranties as to the quality, viability, or purity (genetic or mechanical) of the Material being furnished. The phytosanitary condition of the Material is warranted only as described in any attached phytosanitary certificate. The Recipient assumes full responsibility for complying with the recipient nation's quarantine and biosafety regulations and rules as to import or release of genetic material.

Duration of Agreement

9.2 This Agreement shall remain in force so long as the Treaty remains in force.

ARTICLE 10 — SIGNATURE/ACCEPTANCE

I,, represent and warrant that I have the authority to execute this Agreement on behalf of the Provider and acknowledge my institution's responsibility and obligation to abide by the provisions of this Agreement, both by letter and in principle, in order to promote the conservation and sustainable use of Plant Genetic Resources for Food and Agriculture.

Signature.....

Date.....

Name of the Provider

I,, represent and warrant that I have the authority to execute this Agreement on behalf of the Recipient and acknowledge my institution's responsibility and obligation to abide by the provisions of this Agreement, both by letter and in principle, in order to promote the conservation and sustainable use of Plant Genetic Resources for Food and Agriculture.

Signature.....

Date.....

Name of the Recipient

Annex 1

LIST OF MATERIALS PROVIDED

This *Annex* contains a list of the Material provided under this Agreement, including the associated information referred to in Article 5b.

This information is either provided below or can be obtained at the following website: (*URL*).

The following information is included for each Material listed: all available passport data and, subject to applicable law, any other associated, available, non-confidential descriptive information.

(List)

Annex 2

RATE AND MODALITIES OF PAYMENT UNDER ARTICLE 6.7 OF THIS AGREEMENT

1. If a Recipient, its affiliates, contractors, licensees, and lessees, commercializes a Product or Products, then the Recipient shall pay one point-one percent (1.1 %) of the Sales of the Product or Products less thirty percent (30%); except that no payment shall be due on any Product or Products that:

(a) are available without restriction to others for further research and breeding in accordance with Article 2 of this Agreement;

(b) have been purchased or otherwise obtained from another person or entity who either has already made payment on the Product or Products or is exempt from the obligation to make payment pursuant to subparagraph (a) above;

(c) are sold or traded as a commodity.

2. Where a Product contains a Plant Genetic Resource for Food and Agriculture accessed from the Multilateral System under two or more material transfer agreements based on the Standard Material Transfer Agreement only one payment shall be required under paragraph 1 above.

3. The Recipient shall submit to the Governing Body, within sixty (60) days after each calendar year ending December 31st, an annual report setting forth:

(a) the Sales of the Product or Products by the Recipient, its affiliates, contractors, licensees and lessees, for the twelve (12) month period ending on December 31st;

(b) the amount of the payment due; and

(c) information that allows for the identification of any restrictions that have given rise to the benefit-sharing payment.

4. Payment shall be due and payable upon submission of each annual report. All payments due to the Governing Body shall be payable in (*specified currency*)³ for the account of (*the Trust Account or other mechanism established by the Governing Body in accordance with Article 19.3f of the Treaty*).⁴

³ *Note by the Secretariat:* The Governing Body has not yet considered the question of currency of payment. Until it does so, Standard Material Transfer Agreements should specify United States dollars (US\$).

⁴ *Note by the Secretariat:* This is the Trust Account provided for in Article 6.3 of the Financial Rules, as approved by the Governing Body (*Appendix E* to this Report). The details of the Trust Account when established, will be introduced here, and communicated to Contract Parties.

TERMS AND CONDITIONS OF THE ALTERNATIVE PAYMENTS SCHEME
UNDER ARTICLE 6.11 OF THIS AGREEMENT

1. The discounted rate for payments made under Article 6.11 shall be zero point five percent (0.5 %) of the Sales of any Products and of the sales of any other products that are Plant Genetic Resources for Food and Agriculture belonging to the same crop, as set out in Annex 1 to the Treaty, to which the Material referred to in *Annex 1* to this Agreement belong.
2. Payment shall be made in accordance with the banking instructions set out in paragraph 4 of *Annex 2* to this Agreement.
3. When the Recipient transfers Plant Genetic Resources for Food and Agriculture under Development, the transfer shall be made on the condition that the subsequent recipient shall pay into the mechanism established by the Governing Body under Article 19.3f of the Treaty zero point five percent (0.5 %) of the Sales of any Product derived from such Plant Genetic Resources for Food and Agriculture under Development, whether the Product is available or not without restriction.
4. At least six months before the expiry of a period of ten years counted from the date of signature of this Agreement and, thereafter, six months before the expiry of subsequent periods of five years, the Recipient may notify the Governing Body of his decision to opt out from the application of this Article as of the end of any of those periods. In the case the Recipient has entered into other Standard Material Transfer Agreements, the ten years period will commence on the date of signature of the first Standard Material Transfer Agreement where an option for this Article has been made.
5. Where the Recipient has entered or enters in the future into other Standard Material Transfer Agreements in relation to material belonging to the same crop[s], the Recipient shall only pay into the referred mechanism the percentage of sales as determined in accordance with this Article or the same Article of any other Standard Material Transfer Agreement. No cumulative payments will be required.

OPTION FOR CROP-BASED PAYMENTS UNDER THE ALTERNATIVE
PAYMENTS SCHEME UNDER ARTICLE 6.11 OF THIS AGREEMENT

I (*full name of Recipient or Recipient's authorised official*) declare to opt for payment in accordance with Article 6.11 of this Agreement.

Signature.....
Date.....⁵

⁵ In accordance with Article 6.11h of the Standard Material Transfer Agreement, the option for this modality of payment will become operative only once notification has been provided by the **Recipient** to the **Governing Body**. The signed declaration opting for this modality of payment must be sent by the **Recipient** to the **Governing Body** at the following address, whichever method of acceptance of **this Agreement** (signature, shrink-wrap or click-wrap) has been chosen by the parties to **this Agreement**, and whether or not the **Recipient** has already indicated his acceptance of this option in accepting **this Agreement** itself:

The Secretary,
International Treaty on Plant Genetic Resources for Food and Agriculture
Food and Agriculture Organization of the United Nations
I-00100 Rome, Italy

The signed declaration must be accompanied by the following:

- The date on which **this Agreement** was entered into;
- The name and address of the **Recipient** and of the **Provider**;
- A copy of Annex 1 to **this Agreement**.

MODEL 5. PPM/MTA Non Komersial Luar Negeri (*Non Parties*)

PERJANJIAN PENGALIHAN MATERIAL
(*MATERIAL TRANSFER AGREEMENT*)

PROVIDER

- Authorized Official :
- Organization :
- Address :

RECIPIENT

- Authorized Official :
- Organization :
- Address :

In response to the RECIPIENTS's request for the transfer of the following genetic material belongs to the PROVIDER:

- Commodity :
- In the form :
- Amount :

The RECIPIENTS agree to the following conditions set by the PROVIDER. The genetic materials as known as germplasms and also be referred to as the PROVIDER's research product for improve material in addition to the said sample, any additional progeny or derivatives which could have been made but for the said sample, but not limited to all derivatives and modification to the material and all cells, tissues, plants, and seed containing the materials.

1. The said materials supplied by the PROVIDER under this agreement are and will remain the property of the PROVIDER. While the PROVIDER recognized the validity of Intellectual Property Rights (IPR), it reserves the right to distribute all materials in accordance with this principle.
2. RECIPIENT agrees to use the Materials described in Appendix attached hereto and made a part hereof for research purposes only, and not for any Commercial use. No other right or license is granted or implied herewith. Commercial use shall mean use of the Materials in any product or for the purposes of producing any product which is sold or otherwise Commercially distributed, or research that is subject to any consulting or license obligation to a third party. The RECIPIENT further agrees to use the Materials only as a part of an agreed research plan between the participating RECIPIENT and Institution scientists as described in Appendix I attached hereto.

3. The Materials shall not be provided, transferred, released or distributed to anyone other than individuals working under the RECIPIENT Scientist's direct supervision in the Institution.
4. RECIPIENT agrees to use the Materials in compliance with all applicable statutes and regulations, as well as all PROVIDER policies, whether current or in the future, including for example, those relating to research involving the use of recombinant.
5. Should the Institution's research with the Materials lead to the commercialization by Institution or its licensees of a product, Institution agrees to promptly notify PROVIDER of such commercialization and the parties hereto or their agents would meet to agree to reasonable compensation to PROVIDER.
6. In the event the RECIPIENT and/or third party apply for any form of IPR over derivatives of the Materials, the RECIPIENT and/or third party guarantees:
 - (a) to grant to the PROVIDER a permanent sub-licensable, non-exclusive, and royalty free license of any IPR resulting from or derived from PROVIDER material for purpose of research, and
 - (b) to grant to PROVIDER a sub-licensable, non-exclusive license of any IPR resulting from or derived from PROVIDER material on fair and reasonable terms for application in industrialized countries and at zero royalty for application at developing countries. The term developing countries is defined for this purpose by the threshold for World Bank Loan Eligibility (per capita GNP of \$ 5,280 in 1998).

Derivatives shall mean any substances or materials created/ derived by THE RECIPIENT and/or third party either directly or indirectly from and/or incorporating said original material or a component thereof:

7. PROVIDER makes no warranties as to the safety or title of the material, nor as to the accuracy or correctness of any data provided with the material. Neither does it make any warranties as to the quality, viability, or purity (genetic) of the material being furnished. The RECIPIENT shall hold the PROVIDER harmless from any loss, claim, damage, illness, or injury to person or property whatever the cause may be arising out of or pertaining to the RECIPIENT's use of the material. Furthermore, the PROVIDER has made no investigation regarding patents and thus is not representing that the materials and Institution's use of them are free from liability for patent infringement.
8. The RECIPIENT assumes full responsibility for complying with the RECIPIENT nation's quarantine/biosafety regulations and rules on importation, handling, use, or release of genetic material.
9. The RECIPIENT agrees to acknowledge the PROVIDER's contribution in any publications citing the study findings on the material.
10. Upon request, the PROVIDER will furnish information that may be available in addition to whatever is furnished with the Material. The RECIPIENT is

required to acknowledge the PROVIDER as the source of such information and material used.

11. The supply of this material is subject to the acceptance of the terms and conditions contained in this agreement. The RECIPIENT's retention of the material constitutes such acceptance.
12. The laws of Indonesia shall be the governing law. Any dispute arising from this Agreement shall be resolved in the following manner: Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute by negotiation. Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation through a neutral third party mediator, to be mutually agreed; Arbitration: If the dispute has not been settled by negotiation or mediation, any party may submit the dispute for arbitration under the Arbitration Rules of an international body as agreed by the parties to the dispute. The arbitration tribunal shall be composed of three arbitrators: one designated by the PROVIDER, another by the RECIPIENT, and the third who will act as Chairman to be mutually agreed upon by both the PROVIDER and the RECIPIENT. The language of the arbitration shall be English. The arbitration shall be in Indonesia. The decision of the arbitration shall be final and binding.
13. The PROVIDER may terminate this agreement upon breach of any provision of this agreement by the RECIPIENT, in which case the RECIPIENT shall destroy or return the material as instructed by the PROVIDER.

RECIPIENT SCIENTIST,
(PRINTED NAME AND SIGNATURE)

PROVIDER SCIENTIST,
(PRINTED NAME AND SIGNATURE)

(.....)
Date:

(.....)
Date:

FOR AND ON BEHALF OF RECIPIENT,
(PRINTED NAME AND SIGNATURE)
DIRECTOR,

FOR AND ON BEHALF OF PROVIDER,
(PRINTED NAME AND SIGNATURE)
DIRECTOR,

(.....)
Date:

(.....)
Date:

This agreement is effective when signed by all parties, who agree to be bound by PROVIDER's Material Transfer Agreement terms, for the transfer specified above.

LAMPIRAN IV

MODEL 6. PPM/MTA Komersial Dalam Negeri

PERJANJIAN PENGALIHAN MATERIAL
(*MATERIAL TRANSFER AGREEMENT*)

PEMBERI

- Pejabat yang berwenang :
- UK/UPT Badan Litbang :
- Alamat :

PENERIMA

- Direktur>Nama :
- Lembaga dalam negeri :
- Alamat :

Sebagai tindak lanjut dari permintaan PENERIMA untuk mengalihkan material genetik milik PEMBERI untuk keperluan komersial, maka dengan ini PEMBERI mengalihkan kepada PENERIMA material genetik sebagai berikut:

- Nama komoditas :
- Dalam bentuk :
- Sejumlah :
- Kondisi :

dengan ketentuan bahwa kedua belah pihak menyepakati sebagai berikut:

1. PENERIMA diperbolehkan:
 - a. menyebarluaskan atau mendistribusikan material genetik tersebut di atas dan turunannya kepada pihak lain.
 - b. melakukan perbanyakan dalam segala bentuk dari material genetik tersebut di atas.
 - c. mengirimkan material genetik tersebut di atas ke lokasi lain.
2. Apabila SDG yang dialihkan telah memperoleh HKI, PENERIMA berhak mengajukan lisensi secara eksklusif atau non eksklusif.
3. Apabila SDG yang dialihkan belum memperoleh HKI dan PENERIMA akan mengajukan HKI harus memperoleh ijin tertulis dari PEMBERI dengan ketentuan yang disepakati bersama.
4. Apabila SDG yang dialihkan merupakan hasil rekayasa genetik harus mengikuti ketentuan peraturan perundang undangan tentang produk rekayasa genetik.

5. Apabila PENERIMA melakukan modifikasi genetik atas SDG atau derivatifnya dan diajukan HKI atas produk modifikasi tersebut, maka: (a) HKI produk modifikasi tersebut menjadi milik bersama PENERIMA dan PEMBERI dan (b) PENERIMA memberikan sub lisensi permanen, non-eksklusif dan lisensi bebas royalti kepada PEMBERI.
6. Ketentuan pembagian keuntungan hasil komersialisasi SDG yang dialihkan disepakati dan diatur bersama dalam perjanjian tersendiri yang merupakan bagian tidak terpisahkan dari PPM/MTA ini.
7. PEMBERI tidak memberikan jaminan atas keamanan dari material maupun ketepatan atau kebenaran data yang menyertai material yang dialihkan. PEMBERI juga tidak memberikan jaminan atas kualitas, viabilitas, atau kemurnian (genetik) material yang dialihkan. PENERIMA tidak menuntut PEMBERI terhadap kehilangan, kerusakan, timbulnya penyakit atau kecelakaan yang diakibatkan dari penggunaan oleh PENERIMA atas material yang dialihkan.
8. PENERIMA harus bertanggung jawab penuh untuk mematuhi peraturan perundangundangan mengenai karantina/keamanan hayati dari importasi, penanganan, pemanfaatan atau pelepasan material genetik.
9. Atas permintaan, PEMBERI akan memberikan informasi tambahan yang tersedia yang menyertai material yang dialihkan. PENERIMA harus menginformasikan bahwa sumber informasi dan material yang dimanfaatkan berasal dari PEMBERI.
10. Penyediaan material ini tergantung kepada penerimaan ketentuan dan persyaratan yang terdapat dalam perjanjian ini.
11. Semua akibat dari adanya penyimpangan dari perjanjian ini akan diselesaikan secara musyawarah, dan apabila tidak ada kesepakatan dalam musyawarah tersebut kedua belah pihak sepakat untuk menyelesaikan secara hukum.
12. PEMBERI dapat mengakhiri perjanjian ini, apabila terjadi pelanggaran atas ketentuan yang terdapat dalam perjanjian ini oleh PENERIMA. Selanjutnya PENERIMA wajib memusnahkan atau mengembalikan material SDG sesuai dengan keinginan PEMBERI. Biaya yang diakibatkan dari pemusnahan atau pengembalian SDG tersebut dibebankan kepada PENERIMA.

PENERIMA

PEMBERI

UK/UPT Badan Penelitian dan
Pengembangan Pertanian,
Kepala

(.....)
Tanggal:

(.....)
Tanggal:

MENGETAHUI:

Atasan Langsung UK/UPT Badan
Penelitian dan Pengembangan
Pertanian,
Kepala,

(.....)
Tanggal:

MODEL 7. sMTA Komersial Luar Negeri

STANDARD MATERIAL TRANSFER AGREEMENT

PREAMBLE**WHEREAS**

The International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as "the Treaty") was adopted by the Thirty-first session of the FAO Conference on 3 November 2001 and entered into force on 29 June 2004;

The objectives of the Treaty are the conservation and sustainable use of Plant Genetic Resources for Food and Agriculture and the fair and equitable sharing of the benefits arising out of their use, in harmony with the Convention on Biological Diversity, for sustainable agriculture and food security;

The Contracting Parties to the Treaty, in the exercise of their sovereign rights over their Plant Genetic Resources for Food and Agriculture, have established a Multilateral System both to facilitate access to Plant Genetic Resources for Food and Agriculture and to share, in a fair and equitable way, the benefits arising from the utilization of these resources, on a complementary and mutually reinforcing basis;

Articles 4, 11, 12.4 and 12.5 of the Treaty are borne in mind;

The diversity of the legal systems of the Contracting Parties with respect to their national procedural rules governing access to courts and to arbitration, and the obligations arising from international and regional conventions applicable to these procedural rules, are recognized;

Article 12.4 of the Treaty provides that facilitated access under the Multilateral System shall be provided pursuant to a Standard Material Transfer Agreement, and the Governing Body of the Treaty, in its Resolution 1/2006 of 16 June 2006, adopted the Standard Material Transfer Agreement.

ARTICLE 1 — PARTIES TO THE AGREEMENT

1.1 The present Material Transfer Agreement (hereinafter referred to as "this Agreement") is the Standard Material Transfer Agreement referred to in Article 12.4 of the Treaty.

1.2 This Agreement is:

BETWEEN:.....
..... (hereinafter referred to as "the Provider"),

AND:.....
.....(hereinafter referred to as "the Recipient").

1.3 The parties to this Agreement hereby agree as follows:

ARTICLE 2 — DEFINITIONS

In this Agreement the expressions set out below shall have the following meaning:

"Available without restriction": a Product is considered to be available without restriction to others for further research and breeding when it is available for research and breeding without any legal or contractual obligations, or technological restrictions, that would preclude using it in the manner specified in the Treaty.

"Genetic material" means any material of plant origin, including reproductive and vegetative propagating material, containing functional units of heredity.

"Governing Body" means the Governing Body of the Treaty.

"Multilateral System" means the Multilateral System established under Article 10.2 of the Treaty.

"Plant Genetic Resources for Food and Agriculture" means any genetic material of plant origin of actual or potential value for food and agriculture.

"Plant Genetic Resources for Food and Agriculture under Development" means material derived from the Material, and hence distinct from it, that is not yet ready for commercialization and which the developer intends to further develop or to transfer to another person or entity for further development. The period of development for the Plant Genetic Resources for Food and Agriculture under Development shall be deemed to have ceased when those resources are commercialized as a Product.

"Product" means Plant Genetic Resources for Food and Agriculture that incorporate the Material or any of its genetic parts or components that are ready for commercialization, excluding commodities and other products used for food, feed and processing.

"Sales" means the gross income resulting from the commercialization of a Product or Products, by the Recipient, its affiliates, contractors, licensees and lessees.

"To commercialize" means to sell a Product or Products for monetary consideration on the open market, and "commercialization" has a corresponding meaning. Commercialization shall not include any form of transfer of Plant Genetic Resources for Food and Agriculture under Development.

ARTICLE 3 — SUBJECT MATTER OF THE MATERIAL TRANSFER AGREEMENT

The Plant Genetic Resources for Food and Agriculture specified in *Annex 1* to this Agreement (hereinafter referred to as the "Material") and the available

related information referred to in Article 5b and in *Annex 1* are hereby transferred from the Provider to the Recipient subject to the terms and conditions set out in this Agreement.

ARTICLE 4 — GENERAL PROVISIONS

4.1 This Agreement is entered into within the framework of the Multilateral System and shall be implemented and interpreted in accordance with the objectives and provisions of the Treaty.

4.2 The parties recognize that they are subject to the applicable legal measures and procedures, that have been adopted by the Contracting Parties to the Treaty, in conformity with the Treaty, in particular those taken in conformity with Articles 4, 12.2 and 12.5 of the Treaty.⁶

4.3 The parties to this Agreement agree that the Food and Agriculture Organization of the United Nations, acting on behalf of the Governing Body of the Treaty and its Multilateral System, is the third party beneficiary under this Agreement.

4.4 The third party beneficiary has the right to request the appropriate information as required in Articles 5e, 6.5c, 8.3 and *Annex, 2 paragraph 3*, to this Agreement.

4.5 The rights granted to the Food and Agriculture Organization of the United Nations above do not prevent the Provider and the Recipient from exercising their rights under this Agreement.

ARTICLE 5 — RIGHTS AND OBLIGATIONS OF THE PROVIDER

The Provider undertakes that the Material is transferred in accordance with the following provisions of the Treaty:

- f) Access shall be accorded expeditiously, without the need to track individual accessions and free of charge, or, when a fee is charged, it shall not exceed the minimal cost involved;
- g) All available passport data and, subject to applicable law, any other associated available non-confidential descriptive information, shall be made available with the Plant Genetic Resources for Food and Agriculture provided;
- h) Access to Plant Genetic Resources for Food and Agriculture under Development, including material being developed by farmers, shall be at the discretion of its developer, during the period of its development;
- i) Access to Plant Genetic Resources for Food and Agriculture protected by intellectual and other property rights shall be consistent with relevant international agreements, and with relevant national laws;

⁶ In the case of the International Agricultural Research Centres of the Consultative Group on International Agricultural Research (CGIAR) and other international institutions, the Agreement between the Governing Body and the CGIAR Centres and other relevant institutions will be applicable.

- j) The Provider shall periodically inform the Governing Body about the Material Transfer Agreements entered into, according to a schedule to be established by the Governing Body. This information shall be made available by the Governing Body to the third party beneficiary.⁷

⁷ *Note by the Secretariat:* The Standard Material Transfer Agreement makes provision for information to be provided to the **Governing Body**, in the following Articles: 5e, 6.4b, 6.5c and 6.11h, as well as in *Annex 2*, paragraph 3, *Annex 3*, paragraph 4, and in *Annex 4*. Such information should be submitted to:

The Secretary
International Treaty on Plant Genetic Resources for Food and Agriculture
Food and Agriculture Organization of the United Nations
I-00100 Rome, Italy

ARTICLE 6 — RIGHTS AND OBLIGATIONS OF THE RECIPIENT

6.1 The Recipient undertakes that the Material shall be used or conserved only for the purposes of research, breeding and training for food and agriculture. Such purposes shall not include chemical, pharmaceutical and/or other non-food/feed industrial uses.

6.2 The Recipient shall not claim any intellectual property or other rights that limit the facilitated access to the Material provided under this Agreement, or its genetic parts or components, in the form received from the Multilateral System.

6.3 In the case that the Recipient conserves the Material supplied, the Recipient shall make the Material, and the related information referred to in Article 5b, available to the Multilateral System using the Standard Material Transfer Agreement.

6.4 In the case that the Recipient transfers the Material supplied under this Agreement to another person or entity (hereinafter referred to as “the subsequent recipient”), the Recipient shall

- c) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement; and
- d) notify the Governing Body, in accordance with Article 5e.

On compliance with the above, the Recipient shall have no further obligations regarding the actions of the subsequent recipient.

6.5 In the case that the Recipient transfers a Plant Genetic Resource for Food and Agriculture under Development to another person or entity, the Recipient shall:

- e) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement, provided that Article 5a of the Standard Material Transfer Agreement shall not apply;
- f) identify, in *Annex 1* to the new material transfer agreement, the Material received from the Multilateral System, and specify that the Plant Genetic Resources for Food and Agriculture under Development being transferred are derived from the Material;
- g) notify the Governing Body, in accordance with Article 5e; and
- h) have no further obligations regarding the actions of any subsequent recipient.

6.6 Entering into a material transfer agreement under paragraph 6.5 shall be without prejudice to the right of the parties to attach additional conditions, relating to further product development, including, as appropriate, the payment of monetary consideration.

6.7 In the case that the Recipient commercializes a Product that is a Plant Genetic Resource for Food and Agriculture and that incorporates Material as referred to in Article 3 of this Agreement, and where such Product is not available without restriction to others for further research and breeding, the Recipient shall pay a fixed percentage of the Sales of the commercialized Product into the mechanism established by the Governing Body for this purpose, in accordance with *Annex 2* to this Agreement.

6.8 In the case that the Recipient commercializes a Product that is a Plant Genetic Resource for Food and Agriculture and that incorporates Material as referred to in Article 3 of this Agreement and where that Product is available without restriction to others for further research and breeding, the Recipient is encouraged to make voluntary payments into the mechanism established by the Governing Body for this purpose in accordance with *Annex 2* to this Agreement.

6.9 The Recipient shall make available to the Multilateral System, through the information system provided for in Article 17 of the Treaty, all non-confidential information that results from research and development carried out on the Material, and is encouraged to share through the Multilateral System non-monetary benefits expressly identified in Article 13.2 of the Treaty that result from such research and development. After the expiry or abandonment of the protection period of an intellectual property right on a Product that incorporates the Material, the Recipient is encouraged to place a sample of this Product into a collection that is part of the Multilateral System, for research and breeding.

6.10 A Recipient who obtains intellectual property rights on any Products developed from the Material or its components, obtained from the Multilateral System, and assigns such intellectual property rights to a third party, shall transfer the benefit-sharing obligations of this Agreement to that third party.

6.11 The Recipient may opt as per *Annex 4*, as an alternative to payments under Article 6.7, for the following system of payments:

- i) The Recipient shall make payments at a discounted rate during the period of validity of the option;
- j) The period of validity of the option shall be ten years renewable in accordance with *Annex 3* to this Agreement;
- k) The payments shall be based on the Sales of any Products and of the sales of any other products that are Plant Genetic Resources for Food and Agriculture belonging to the same crop, as set out in *Annex 1* to the Treaty, to which the Material referred to in *Annex 1* to this Agreement belongs;
- l) The payments to be made are independent of whether or not the Product is available without restriction;
- m) The rates of payment and other terms and conditions applicable to this option, including the discounted rates are set out in *Annex 3* to this Agreement;
- n) The Recipient shall be relieved of any obligation to make payments under Article 6.7 of this Agreement or any previous or subsequent Standard Material Transfer Agreements entered into in respect of the same crop;
- o) After the end of the period of validity of this option the Recipient shall make payments on any Products that incorporate Material received during the period in which this Article was in force, and where such Products are not

available without restriction. These payments will be calculated at the same rate as in paragraph (a) above;

- p) The Recipient shall notify the Governing Body that he has opted for this modality of payment. If no notification is provided the alternative modality of payment specified in Article 6.7 will apply.

ARTICLE 7 — APPLICABLE LAW

The applicable law shall be General Principles of Law, including the UNIDROIT Principles of International Commercial Contracts 2004, the objectives and the relevant provisions of the Treaty, and, when necessary for interpretation, the decisions of the Governing Body.

ARTICLE 8 — DISPUTE SETTLEMENT

8.1 Dispute settlement may be initiated by the Provider or the Recipient or the Food and Agriculture Organization of the United Nations, acting on behalf of the Governing Body of the Treaty and its Multilateral System.

8.2 The parties to this Agreement agree that the Food and Agriculture Organization of the United Nations, representing the Governing Body and the Multilateral System, has the right, as a third party beneficiary, to initiate dispute settlement procedures regarding rights and obligations of the Provider and the Recipient under this Agreement.

8.3 The third party beneficiary has the right to request that the appropriate information, including samples as necessary, be made available by the Provider and the Recipient, regarding their obligations in the context of this Agreement. Any information or samples so requested shall be provided by the Provider and the Recipient, as the case may be.

8.4 Any dispute arising from this Agreement shall be resolved in the following manner:

- d) Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute by negotiation.
- e) Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation through a neutral third party mediator, to be mutually agreed.
- f) Arbitration: If the dispute has not been settled by negotiation or mediation, any party may submit the dispute for arbitration under the Arbitration Rules of an international body as agreed by the parties to the dispute. Failing such agreement, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. Either party to the dispute may, if it so chooses, appoint its arbitrator from such list of experts as the Governing Body may establish for this purpose; both parties, or the

arbitrators appointed by them, may agree to appoint a sole arbitrator, or presiding arbitrator as the case may be, from such list of experts. The result of such arbitration shall be binding.

ARTICLE 9 — ADDITIONAL ITEMS

Warranty

9.1 The Provider makes no warranties as to the safety of or title to the Material, nor as to the accuracy or correctness of any passport or other data provided with the Material. Neither does it make any warranties as to the quality, viability, or purity (genetic or mechanical) of the Material being furnished. The phytosanitary condition of the Material is warranted only as described in any attached phytosanitary certificate. The Recipient assumes full responsibility for complying with the recipient nation's quarantine and biosafety regulations and rules as to import or release of genetic material.

Duration of Agreement

9.3 This Agreement shall remain in force so long as the Treaty remains in force.

ARTICLE 10 — SIGNATURE/ACCEPTANCE

I,, represent and warrant that I have the authority to execute this Agreement on behalf of the Provider and acknowledge my institution's responsibility and obligation to abide by the provisions of this Agreement, both by letter and in principle, in order to promote the conservation and sustainable use of Plant Genetic Resources for Food and Agriculture.

Signature.....

Date.....

Name of the Provider

I,, represent and warrant that I have the authority to execute this Agreement on behalf of the Recipient and acknowledge my institution's responsibility and obligation to abide by the provisions of this Agreement, both by letter and in principle, in order to promote the conservation and sustainable use of Plant Genetic Resources for Food and Agriculture.

Signature.....

Date.....

Name of the Recipient

Annex 1

LIST OF MATERIALS PROVIDED

This *Annex* contains a list of the Material provided under this Agreement, including the associated information referred to in Article 5b.

This information is either provided below or can be obtained at the following website: (*URL*).

The following information is included for each Material listed: all available passport data and, subject to applicable law, any other associated, available, non-confidential descriptive information.

(List)

Annex 2

RATE AND MODALITIES OF PAYMENT UNDER ARTICLE 6.7 OF THIS AGREEMENT

1. If a Recipient, its affiliates, contractors, licensees, and lessees, commercializes a Product or Products, then the Recipient shall pay one point-one percent (1.1 %) of the Sales of the Product or Products less thirty percent (30%); except that no payment shall be due on any Product or Products that:

(a) are available without restriction to others for further research and breeding in accordance with Article 2 of this Agreement;

(b) have been purchased or otherwise obtained from another person or entity who either has already made payment on the Product or Products or is exempt from the obligation to make payment pursuant to subparagraph (a) above;

(c) are sold or traded as a commodity.

2. Where a Product contains a Plant Genetic Resource for Food and Agriculture accessed from the Multilateral System under two or more material transfer agreements based on the Standard Material Transfer Agreement only one payment shall be required under paragraph 1 above.

3. The Recipient shall submit to the Governing Body, within sixty (60) days after each calendar year ending December 31st, an annual report setting forth:

(a) the Sales of the Product or Products by the Recipient, its affiliates, contractors, licensees and lessees, for the twelve (12) month period ending on December 31st;

(b) the amount of the payment due; and

(c) information that allows for the identification of any restrictions that have given rise to the benefit-sharing payment.

4. Payment shall be due and payable upon submission of each annual report. All payments due to the Governing Body shall be payable in (*specified currency*)⁸ for the account of (*the Trust Account or other mechanism established by the Governing Body in accordance with Article 19.3f of the Treaty*).⁹

⁸ *Note by the Secretariat:* The Governing Body has not yet considered the question of currency of payment. Until it does so, Standard Material Transfer Agreements should specify United States dollars (US\$).

⁹ *Note by the Secretariat:* This is the Trust Account provided for in Article 6.3 of the Financial Rules, as approved by the Governing Body (*Appendix E* to this Report). The details of the Trust Account when established, will be introduced here, and communicated to Contract Parties.

TERMS AND CONDITIONS OF THE ALTERNATIVE PAYMENTS SCHEME
UNDER ARTICLE 6.11 OF THIS AGREEMENT

6. The discounted rate for payments made under Article 6.11 shall be zero point five percent (0.5 %) of the Sales of any Products and of the sales of any other products that are Plant Genetic Resources for Food and Agriculture belonging to the same crop, as set out in Annex 1 to the Treaty, to which the Material referred to in *Annex 1* to this Agreement belong.

7. Payment shall be made in accordance with the banking instructions set out in paragraph 4 of *Annex 2* to this Agreement.

8. When the Recipient transfers Plant Genetic Resources for Food and Agriculture under Development, the transfer shall be made on the condition that the subsequent recipient shall pay into the mechanism established by the Governing Body under Article 19.3f of the Treaty zero point five percent (0.5 %) of the Sales of any Product derived from such Plant Genetic Resources for Food and Agriculture under Development, whether the Product is available or not without restriction.

9. At least six months before the expiry of a period of ten years counted from the date of signature of this Agreement and, thereafter, six months before the expiry of subsequent periods of five years, the Recipient may notify the Governing Body of his decision to opt out from the application of this Article as of the end of any of those periods. In the case the Recipient has entered into other Standard Material Transfer Agreements, the ten years period will commence on the date of signature of the first Standard Material Transfer Agreement where an option for this Article has been made.

10. Where the Recipient has entered or enters in the future into other Standard Material Transfer Agreements in relation to material belonging to the same crop[s], the Recipient shall only pay into the referred mechanism the percentage of sales as determined in accordance with this Article or the same Article of any other Standard Material Transfer Agreement. No cumulative payments will be required.

OPTION FOR CROP-BASED PAYMENTS UNDER THE ALTERNATIVE
PAYMENTS SCHEME UNDER ARTICLE 6.11 OF THIS AGREEMENT

I (*full name of Recipient or Recipient's authorised official*) declare to opt for payment in accordance with Article 6.11 of this Agreement.

Signature.....
Date.....¹⁰

¹⁰ In accordance with Article 6.11h of the Standard Material Transfer Agreement, the option for this modality of payment will become operative only once notification has been provided by the **Recipient** to the **Governing Body**. The signed declaration opting for this modality of payment must be sent by the **Recipient** to the **Governing Body** at the following address, whichever method of acceptance of **this Agreement** (signature, shrink-wrap or click-wrap) has been chosen by the parties to **this Agreement**, and whether or not the **Recipient** has already indicated his acceptance of this option in accepting **this Agreement** itself:

The Secretary,
International Treaty on Plant Genetic Resources for Food and Agriculture
Food and Agriculture Organization of the United Nations
I-00100 Rome, Italy

The signed declaration must be accompanied by the following:

- The date on which **this Agreement** was entered into;
- The name and address of the **Recipient** and of the **Provider**;
- A copy of Annex 1 to **this Agreement**.

MODEL 8. PPM/MTA Komersial Luar Negeri (*Non Parties*)

PERJANJIAN PENGALIHAN MATERIAL
(*MATERIAL TRANSFER AGREEMENT*)

PROVIDER

- Authorized Official :
- Organization :
- Address :

RECIPIENT

- Authorized Official :
- Organization :
- Address :

In response to the RECIPIENTS's request for the transfer of the following genetic material belongs to the PROVIDER:

PROVIDER

- Authorized Official :
- Organization :
- Address :

RECIPIENT

- Authorized Official :
- Organization :
- Address :

Before the commercialization, the RECIPIENTS agree to the following conditions set by the PROVIDER. The genetic materials as known as germplasms and also be referred to as the PROVIDER's research product for improve material in addition to the said sample, any additional progeny or derivatives which could have been made but for the said sample, but not limited to all derivatives and modification to the material and all cells, tissues, plants, and seed containing the materials. Derivatives shall mean any substances or materials created/ derived by the RECIPIENT and/or third party either directly or indirectly from and/or incorporating said original material or a component thereof.

1. The said materials supplied by the PROVIDER under this agreement are and will remain the property of the PROVIDER. While the PROVIDER recognized the validity of Intellectual Property Rights (IPR), it reserves the right to distribute all materials in accordance with this principle.
2. The RECIPIENT agrees to use the Materials described in Appendix attached hereto for Commercial use. No other right or license is granted or implied herewith. Commercial use shall mean use of the Materials in any product or for the purposes of producing any product which is sold or otherwise Commercially distributed, or research that is subject to any consulting or license obligation to a third party. The RECIPIENT further agrees to use the Materials only as a part of an agreed research plan between the participating RECIPIENT and Institution scientists as described in Appendix I attached hereto.
3. The RECIPIENT is allowed to:
 - a. Distribute the genetic material and its derivatives to other Parties
 - b. Propagate the genetic material in any form
 - c. Send the genetic material to other location
4. In the case of transferred genetic material is genetically engineering product shall follow biosafety and food safety regulations.
5. In the case of transfer of genetic material with IPR on it, the RECIPIENT has the right to request exclusive or non exclusive license.
6. In the case of transfer of genetic material with no IPR on it, and the RECIPIENT who is going to apply for IPR shall obtain written approval from the PROVIDER following the agreed terms.
7. In the case of the RECIPIENT modify the genetic material and/or its derivatives, and the RECIPIENT who is going to apply for IPR and granted: (a) the right shall be mutually owned and (b) the RECIPIENT provide permanent sub license, non exclusive and royalty free license to the PROVIDER.
8. Benefit sharing from commercialization of the product developed using transferred genetic material shall be arranged and mutually agreed in a separate agreement which is as part of this MTA.
9. The PROVIDER makes no warranties as to the safety or title of the material, nor as to the accuracy or correctness of any data provided with the material. Neither does it make any warranties as to the quality, viability, or purity (genetic) of the material being furnished. The RECIPIENT shall hold the PROVIDER harmless from any loss, claim, damage, illness, or injury to person or property whatever the cause may be arising out of or pertaining to the RECIPIENT's use of the material. Furthermore, the PROVIDER has made no investigation regarding patents and thus is not representing that the materials and Institution's use of them are free from liability for patent infringement.
10. The RECIPIENT assumes full responsibility for complying with the RECIPIENT nation's quarantine/biosafety regulations and rules on importation, handling, use, or release of genetic material.

11. Upon request, the PROVIDER will furnish information that may be available in addition to whatever has been furnished with the Material. The RECIPIENT is required to acknowledge the PROVIDER as the source of such information and material used.
12. The supply of this material is subject to the acceptance of the terms and conditions contained in this agreement. The RECIPIENT's retention of the material constitutes such acceptance.
13. The laws of Indonesia shall be the governing law. Any dispute arising from this Agreement shall be resolved in the following manner: Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute by negotiation. Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation through a neutral third party mediator, to be mutually agreed; Arbitration: If the dispute has not been settled by negotiation or mediation, any party may submit the dispute for arbitration under the Arbitration Rules of an international body as agreed by the parties to the dispute. The arbitration tribunal shall be composed of three arbitrators: one designated by the PROVIDER, another by the RECIPIENT, and the third who will act as Chairman to be mutually agreed upon by both the PROVIDER and the RECIPIENT. The language of the arbitration shall be English. The arbitration shall be in Indonesia. The decision of the arbitration shall be final and binding.
14. The PROVIDER may terminate this agreement upon breach of any provision of this agreement by the RECIPIENT, in which case the RECIPIENT shall destroy or return the material as instructed by the PROVIDER.

RECIPIENT,
(PRINTED NAME AND SIGNATURE)

PROVIDER,
(PRINTED NAME AND SIGNATURE)

(.....)
Date:

(.....)
Date:

FOR AND ON BEHALF OF PROVIDER,
(PRINTED NAME AND SIGNATURE)
DIRECTOR,

(.....)
Date:

This agreement is effective when signed by all parties, who agree to be bound by PROVIDER's Material Transfer Agreement terms, for the transfer specified above.

LAMPIRAN V

MODEL PADIA

NOMOR : TANGGAL:
LAMPIRAN: KEPADA YTH.
PERIHAL : PERSETUJUAN
 ATAS DASAR (PEMOHON EKSPLORASI DAN KOLEKSI
 INFORMASI AWAL SUMBER DAYA GENETIK TANAMAN)
DI

Sehubungan dengan Surat Saudara Nomor, tertanggal
perihal, dengan ini kami menyetujui permintaan Saudara untuk
melaksanakan kegiatan eksplorasi dan koleksi:

1. Jenis Sumber Daya Genetik Tanaman:
2. Lokasi Eksplorasi dan Koleksi:

Setelah selesai melakukan eksplorasi, Saudara diwajibkan membuat laporan
tertulis kepada kami dan menyerahkan duplikat hasil eksplorasi dan koleksi
kepada pihak berwenang sesuai dengan Peraturan Menteri Pertanian
nomor

Demikian Surat Persetujuan ini untuk digunakan seperlunya.

Kepala Daerah Dati II (Kabupaten/Kota)

Cap

(Nama terang)

.....

Tembusan Kepada Yth:

1. Para Ketua Adat/Suku dimana koleksi dilaksanakan;
2. Departemen Pertanian.