



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SAKATA SEED CORPORATION, JAPAN**

**AND**

**INDONESIAN AGENCY FOR AGRICULTURAL RESEARCH AND DEVELOPMENT**

**ON**

**RESEARCH AND DEVELOPMENT COLLABORATION**

**FOR HORTICULTURAL CROPS**

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This Memorandum of Understanding (hereinafter referred to as the "MoU") is made in Yokohama (hereinafter referred to as "the effective date"), by and between:

The Sakata Seed Cooperation, located at 2-7-1, Nakamachidai, Tzusuki-ku Yokohama, Japan, 224-0041, represented by Hiroshi Sakata, President and CEO of Sakata Seed Cooperation, (hereinafter referred to as the Sakata), as the other party;

And

The Indonesian Agency for Agricultural Research and Development (IAARD), located at Jl Ragunan No 29, Pasar Minggu, Jakarta Selatan, Indonesia represented by Mr. Fadry Djufray, Director General of Indonesian Agency for Agricultural Research and Development, hereinafter referred to as "IAARD", as the one Party;

Referred to together as the "Parties", and individually as a "Party"

**CONSIDERING** that it is in the interest of both Parties to build and strengthen their relations in the field of evaluation and breeding program for new horticultural crops;

**RECOGNIZING** the importance of protecting, conserving and sustainable utilizing of plant genetic resources and developed materials to discover the possibilities for horticultural breeding;

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**WHEREAS** the MoU between Sakata and ICHORD concerning "Cooperative Expedition, Evaluation and Breeding Program for New Ornamental Plants" (CEEBP) signed on May 26, 2008 has expired on May 26, 2011; Referring to minutes of meeting 16 November 2009, 14 September 2011 and 22 August 2014.

**WHEREAS**, after eleven (11) years of productive partnerships, the Parties have mutual interest in fostering further collaboration and agreed that there is a need to further extend the MoU under which detailed work plans can be developed and implemented;

**PURSUANT** to the prevailing laws and regulations in Indonesia.

In consideration of the mutual cooperation made hereinafter, IAARD and Sakata hereby agreed with the following general provisions and terms:

#### **ARTICLE I OBJECTIVES**

The objective of this Memorandum of Understanding (MoU) is to undertake the collaboration for research and development for horticultural crops to potentially generate commercial varieties of horticultural crops.

#### **ARTICLE II EXECUTING INSTITUTIONS**

In order to implement this MoU, the Parties have decided, the executing institutions shall be:

- a. The Sakata Seed Corporation, Japan and its affiliated companies.
- b. Indonesian Center For Horticulture Research and Development (ICHORD), located at Jl Tentara Pelajar No 3C, Cimanggu, Bogor, West Java, Indonesia and its implementing unit.

#### **ARTICLE III AREAS OF COOPERATION**

The areas of cooperation would cover conservation, characterization, evaluation, utilization, capacity building, technology transfer, and commercialization.

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**ARTICLE IV**  
**IAARD CONTRIBUTIONS**

IAARD, subject to the availability of technical, personnel and resources, and mutually agreed upon shall

1. cover necessary cost for activities agreed on the project proposal.
2. facilitate access to selected ex-situ collection at IAARD and research institutes under IAARD through collaborative research projects approved under the terms of this MoU in accordance to Indonesia law.
3. facilitate Sakata with experts on horticulture crops.

**ARTICLE V**  
**SAKATA OBLIGATION**

Sakata, subject to the availability of financial and resources, and as mutually agreed upon, shall :

1. cover necessary cost for activities agreed on the project proposal.
2. share the benefit, in the event of commercialization of any result of the project, and the benefit sharing as agreed in separate agreement.
3. facilitate Indonesian researchers involved in the collaborative project to pursue training in Japanese Universities or Research Institute to acquire knowledge and skills in germplasm management and breeding technologies.
4. facilitate experts on the implementation of the project.

**ARTICLE VI**  
**MATERIAL TRANSFER AGREEMENT**

All biological materials used in the collaboration will be transferred using Material Transfer Agreements (MTA) that would carefully describe the Material. Further, the transfer of biological materials, including breeding materials and germplasm, will be subject to pertinent biosafety and bioprospecting laws, rules, and regulations.

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**ARTICLE VII**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. Any intellectual property brought by one Party for the implementation of this MoU shall remain the property of that Party.
2. Any intellectual property rights resulted from activities under this MoU shall be jointly owned and subject to separate and specific arrangement concluded between the Parties.
3. For the solely developed products (breeding materials, patent, PVP) by Sakata using Materials Selected by Sakata, IAARD will entitle Sakata to register different kinds or types of intellectual property rights based on or related to the products to ensure exclusive rights at Sakata's expense and discretion. Sakata will agree to pay benefit sharing for its commercialization. The calculation of the benefit sharing will be based on Project Agreement.

**ARTICLE VIII**  
**PUBLICATION**

1. The results of scientific research under this cooperation shall be informed to the Parties prior to joint publishing under the condition that both parties have agreed in advance upon disclosure to the public.
2. The personnel involved under this collaboration shall not disclose or publish any program information without the prior written approval of both parties.
3. Data and information obtained during the research collaboration shall be made assessable by both Parties.

**ARTICLE IX**  
**SETTLEMENT OF DISPUTE**

Any difference or dispute arising out of interpretation or implementation of this MoU shall be settled amicably through consultations and/ or negotiations between the Parties. All disputes or controversies which cannot be solved through consultations and/ or negotiations between the parties out of, in relation to or in connection with this Agreement shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ( "SIAC Rules" ) for the time being in force, which rules are deemed to be incorporated

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by reference in this clause. The language of the arbitration shall be English.

**ARTICLE X  
AMENDMENT**

This MoU can be reviewed or amended at anytime by mutual written consent by the Parties. Such revisions or amendments shall enter into force on such date as determined by the Parties and shall form as an integral part of this MoU.

**ARTICLE XI  
ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This MoU shall enter into force on the date of its signing.
2. This MoU shall remain in force for a period of 5 (five) years and may be extended by mutual consent of the Parties
3. Each Party may be terminated at any time by giving written notification to the other Party at least 6 (six) months in advance of each termination to the other Party
4. The termination of this MoU shall not affect the validity and duration of any on-going activities or projects made under this MoU until the completion of such activities or projects.

**IN WITNESS WHEREOF**, this MoU is done in Yokohama, Japan on .....<sup>2019<sup>0426</sup></sup> and shall be effective as the Effective Date and is executed in two identical counterparts which are equally valid. The parties to this MoU have thoroughly read and certify this to be in accordance with their desires in all aspects that relevant signatures and seal are set to be of evidence at the presence of the witness thereof and each copy held by the Parties.

**Sakata Seed Cooperation, Japan:**

**Indonesian Agency for Agricultural  
Research and Development:**



Mr. Hiroshi Sakata

Title: President and CEO of Sakata



Dr. Fadry Djufry

Title: Director General of IAARD