

COLLABORATIVE RESEARCH AGREEMENT

This Collaborative Research Agreement ("Agreement") is made and entered into as of the Effective Date set forth below among RIKEN, IRRI, UI and THERS identified below. RIKEN, IRRI, UI and THERS hereinafter shall be referred to individually as a "Party" or collectively as "Parties".

WHEREAS, the Japan International Cooperation Agency (hereinafter referred to as "JICA") and the authorities concerned of the government of the Republic of Indonesia will conclude the Record of Discussions (hereinafter referred to as the "R/D Documents") on Japanese technical cooperation for "Project for Development of Complex Technologies for Prevention and Control of Rubber Tree Leaf Fall Diseases" (hereinafter referred to as the "Project") that is implemented under the project of "Science and Technology Research Partnership for Sustainable Development" promoted by JICA and Japan Science and Technology Agency (hereinafter referred to as "JST").

RIKEN, IRRI, UI and THERS desire to execute collaborative research as described in the R/D DOCUMENTS (hereinafter referred to as "the Collaborative Research") and have agreed to conduct the Collaborative Research.

This Agreement consists of: Part 1 ("Transaction Terms") which identifies the Parties, the research subject to this Agreement, the economic arrangements between the Parties, and other transaction-specific terms; Part 2 ("General Terms") which contains the general terms and conditions.

WHEREAS, RIKEN, IRRI, UI and THERS desire to further advance scientific knowledge and discoveries through the conduct of collaborative research activities for the Objective set forth below.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, RIKEN, IRRI, UI and THERS agree as follows:

Part 1 – Transaction Terms

RIKEN		(name)	RIKEN (The Institute of Physical and Chemical Research)
		(address)	2-1 Hirosawa, Wako, Saitama, 351-0198, JAPAN
Collaborator	IRRI	(name)	Indonesian Rubber Research Institute
		(address)	Jl. Raya Palembang – Pangkalan Balai Km. 29 Sembawa, Banyuasin, South Sumatera, Indonesia
	UI	(name)	Universitas Indonesia
		(address)	UI Campus, Depok 16424 West Java, Indonesia
	THERS	(name)	National University Corporation Tokai Higher Education and Research System
		(address)	1, Furo-cho, Chikusa-ku, Nagoya, Aichi, 464-8601, JAPAN
Effective Date		November 1, 2020	
Research Program			
(1)	Title of Research Program	Project for Development of Complex Technologies for Prevention and Control of Rubber Tree Leaf Fall Diseases	
(2)	Objective	RIKEN collaborates with Indonesia Rubber Research Institute, Universitas Indonesia and Gifu University, who belongs to THERS, for the control of rubber tree leaf fall diseases in Indonesia through selection of pesticides and establishment of disease resistant clones. We also detect infected areas by analyses of satellite and drone images.	
(3)	Research Plan	We screen chemicals and microbial biofungicide that control leaf fall disease and perform genome information analysis to establish disease resistant clones. We analyze satellite and drone images to detect infected areas.	
	Research Allotment and Content	Each Party should take necessary measures written in the R/D DOCUMENTS for the implementation of the Collaborative Research. Each Party shall be responsible for supervising its research team to comply with	

		this Agreement.	
		RIKEN	Screening for chemicals to control growth of rubber tree leaf fall disease in Indonesia, and analysis of rubber genome for the establishment of disease resistant clones. Analyses of satellite and drone images to detect infected areas.
		IRRI	Examination of effectiveness of screened chemicals and microbial biofungicide for the control of natural rubber tree leaf fall diseases in Indonesia and breeding of disease resistant clones.
		UI	Analysis of satellite and drone images to detect infected areas. Training of next-generation researcher who will be expected to lead rubber tree research.
		THERS	Screening for microbial fungicide to control rubber tree leaf fall disease in Indonesia, and analysis of rubber genome for the establishment of disease resistant clones.
(4)	Research Sites	RIKEN	RIKEN Yokohama East Building 8th floor Riken Center for Advanced Photonics
		IRRI	Indonesian Rubber Research Institute, Indonesia
		UI	Universitas Indonesia
		THERS	Gifu University, Applied biological Science Building
(5)	Principal Investigator	RIKEN	Minami Matsui, Group Director, Synthetic Genomics Research Group
		IRRI	Tri Rapani Febbiyanti, Project Manager
		UI	Retno Lestari, Lecturer, Faculty of Mathematics and Natural Sciences Universitas Indonesia
		THERS	Yoshiharu Y. Yamamoto, Professor, Faculty of Applied Biological Sciences, Gifu University
(6)	Research Period	From November 1, 2020 through December 14, 2026.	
(7)	Costs and Expenses	Payer	Not applicable
		Amount	
		Due date	
		Payment	

In addition, upon the conclusion of this agreement, the COLLABORATIVE RESEARCH AGREEMENT (effective date: November 1, 2020) concluded between RIKEN and Indonesian Rubber Research Institute shall be cancelled.

Part 2 – General Terms

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

“General Terms” has the meaning given in Part 2 of this Agreement.

“Research Materials” means (i) any and all materials one Party provides the other Party in connection with and as stated in the Research Program identified in Transaction Terms and (ii) any unmodified derivatives thereof.

“Research Program” means the collaborative research program contemplated by this Agreement identified in Transaction Terms.

“Research Program Invention” means any invention, discovery, know-how, work of authorship, software, information or data, patentable or non-patentable, that is conceived, discovered and reduced to practice during the performance of the Research Program.

“Research Program Materials” means any and all materials created during the performance of the Research Program.

“Transaction Terms” has the meaning given in Part 1 of this Agreement.

2. RESEARCH PROGRAM

2.1 Research Efforts

Both RIKEN, IRRI, UI and THERS shall use their reasonable efforts to conduct those activities for which they are responsible under the Research Program.

2.2 Principal Investigator

Research Program shall be supervised and coordinated by each Party’s principal investigator set forth in Transaction Terms (“Principal Investigator”).

2.3 Use of Research Materials

Any Research Materials of one Party transferred to the other in connection with the Research Program may only be used as stated in the Research Program and shall not be transferred to any third parties without the consent of the providing Party. Unless the Parties agree otherwise, Research Materials are to be considered the “Confidential Information” of the providing Party. Research Materials shall not be used in human subjects.

2.4 Reporting

The Parties will generally keep one another informed of the results of the work performed in connection with the Research Program, principally through their respective Principal Investigators.

2.5 Costs and Expenses

The Parties shall bear the costs and expenses arising from their own share of responsibilities, or research expenses shall be paid to one Party from the other Party in consideration of the work under this agreement. If the research expenses are paid, the payer, the fixed amount, the due date and other payment-specific terms are specified in Transaction Terms (7).

2.6 Exchange of Researcher(s)

The Parties may exchange and dispatch researcher(s) to share with each other the Research Program conducted in the other Party’s laboratory or premises if necessary. Terms and conditions for such dispatch of researcher(s) will be agreed separately.

2.7 Changes to the Research Program

During the course of the Research Program, either or both of the Principal Investigators may find it advantageous to modify the Research Program. Any modifications will be documented and formalized in a written amendment to this Agreement and any such amendment will become effective only if signed by an authorized representative of each Party to this Agreement.

2.8 No Guarantee of Results

Neither RIKEN, IRRI, UI nor THERS represents or warrants that the Research Program will be successful in any way or that any specific results will be obtained.

2.9 Similar Results

Nothing in this Agreement will be construed to limit the freedom of RIKEN, IRRI, UI or THERS, from engaging in similar research made under other grants, contracts, or research Agreements with third parties, provided each Party complies with the terms and conditions of this Agreement.

2.10 Provision of Facilities and Equipment

The Parties hereto shall make available their own facilities and equipment respectively only for use in the Research Program by mutual consent.

2.11 Use of Equipment

One Party may, at its sole discretion, bring equipment of the Party into the other Party’s premises

and use it there only for the Research Program by mutual consent.

2.12 Loan of Equipment

One Party ("Lender") may, at its sole discretion, lend equipment of the Party ("Loaned Equipment") to the other Party ("Borrower") only for use in the Research Program by mutual consent. Title to the Loaned Equipment shall remain with the Lender.

2.13 Appendix

This is reference purpose only. The background is that, during the term of this Agreement, the authorities of the government of the Republic of Indonesia requests installation of "List of Equipment" in the Appendix to UI and IRRI.

2.14 The borrower is obliged:

- (a) to use the Loaned Equipment only for the purpose of the Research Program;
- (b) to bear the sole cost and expense of dismantling, packing, insuring, transporting, shipping, reassembling and installing the Loaned Equipment when delivering it to and from the Borrower;
- (c) to use the Loaned Equipment in the proper manner;
- (d) to store and maintain the Loaned Equipment with due care and attention;
- (e) not to make any changes to the Loaned Equipment without the prior consent of the Lender;
- (f) to grant persons who work for the Lender access to the Loaned Equipment at all times;
- (g) to ensure that the Loaned Equipment shall be returned to the Lender in as good a condition as when received by the Borrower, except for reasonable wear and tear;
- (h) if the Loaned Equipment is damaged, lost, confiscated, or stolen, to promptly notify the Lender;
- (i) to bear the full cost of repair or replacement of any or all of the Loaned Equipment that is damaged, lost, confiscated, or stolen from the time the Borrower takes possession of it until it is returned to the possession of the Lender;

The Lender disclaims all representations and warranties associated with the Loaned Equipment and any use thereof, including any warranty of fitness for a particular purpose.

3. **CONFIDENTIAL INFORMATION**

3.1 "Confidential Information" means confidential information which will be clearly marked as such in writing in accordance with Section 3.2 herein, provided that confidential information shall not include any information that is:

- (i) already known to the Receiving Party at the time of disclosure hereunder; or
- (ii) now or hereafter becomes publicly known other than through acts or omissions of the Receiving Party; or
- (iii) is disclosed to the Receiving Party by a third party under no obligation of confidentiality to the Disclosing Party; or
- (iv) independently developed by the Receiving Party without reliance on the Confidential Information of the Disclosing Party.

3.2 To be considered Confidential Information, all written information (including Research Materials) shall be marked or designated in writing as "Confidential" or similar by the Party providing the information ("Disclosing Party"), and oral communications must be reduced to writing within thirty (30) days of the initial communication of the information and such writing shall be marked or designated in writing as Confidential or similar and provided to the other Party ("Receiving Party").

3.3 The Receiving Party will limit access to and distribution of the Disclosing Party's Confidential Information to employees or agents of the Receiving Party, or JICA or JST who (i) have a need to know such Confidential Information for the purpose of performing the Receiving Party's obligations under this Agreement and the Research Program and (ii) are subject to binding obligations of confidentiality and restricted use at least as protective as those of this Agreement.

3.4 Confidential Information of the Disclosing Party will be treated by the Receiving Party with the same degree of care (but in no event less than a reasonable degree of care) regarding its secrecy and confidentiality as the Receiving Party treats similar information of its own.

- 3.5 Notwithstanding any provision to the contrary herein, the Receiving Party may disclose the Disclosing Party's Confidential Information if required to do so in a legal proceeding or before a governmental body, provided that the Receiving Party promptly notifies the Disclosing Party of the requirement and cooperates in any effort by the Disclosing Party to obtain a protective order or similar limitation on the requirement to disclose; under any circumstances, the Receiving Party shall disclose the least Confidential Information that will meet its obligations in the legal proceeding or before the governmental body.
- 3.6 The obligation to hold Confidential Information in confidence expires three (3) years after the termination or expiration of this Agreement.

4. PUBLICITY

Except as provided in this Agreement, neither Party will identify the other Party in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol of the other Party, whether registered or not, or use the name, title, likeness, or statement of the other Party's employee, faculty member or student, without prior written consent of the other Party. Any use of the other Party's name shall be limited to statement of fact and shall not imply endorsement of products or services.

5. PUBLICATION

- 5.1 It is contemplated that results of the Research Program will be jointly presented or published; however, Parties each separately reserves the right to present or publish information and data generated in the course of the Research Program subject to the restrictions of this Section. Also, when the Parties publish results of the Research Program, the Parties shall state that the information is the result of "Science and Technology Research Partnership for Sustainable Development (SATREPS)".
- 5.2 The Party wishing to make a presentation or publication shall provide a copy of the manuscript or abstract to the other Party at least thirty (30) days prior to such presentation or publication, or submission for such presentation or publication, whichever comes earlier, in order to allow the other Party an opportunity to protect proprietary information or intellectual property that might be disclosed. Upon the other Party's request, the first Party shall i) delay the presentation or publication until a patent application is filed, or ii) delete the other Party's Confidential Information from the presentation or publication. The Parties shall not unduly delay the presentation or publication. In addition, it should be noted the Parties make the decision in advance through negotiation in good faith when the publication would jeopardize the chance of either Party to obtain intellectual property rights.
- 5.3 Neither Party will present or publish Confidential Information received from the other Party without the other Party's written consent.
- 5.4 The Parties agree to abide by the policies of journals in which publications will appear as to such matters as the public release, availability of data or materials relating to the publication.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Copyright to a Paper
Both Parties confirm that copyrights to a paper or research articles written by the Principal Investigator of RIKEN and/or other researchers of RIKEN under this Agreement shall belong to such Principal Investigator and/or other researchers of RIKEN, not to RIKEN. In the hand, copyrights to a paper or research articles written by the Principal Investigator of IRRI and/or other researchers of IRRI under this Agreement shall belong to such Principal Investigator and/or other researchers of IRRI, not to IRRI. Also, copyrights to a paper or research articles written by the Principal Investigator of UI and/or other researchers of UI under this Agreement shall belong to such Principal Investigator and/or other researchers of UI, not to UI. Also, copyrights to a paper or research articles written by the Principal Investigator of THERS and/or other researchers of THERS under this Agreement shall belong to such Principal Investigator and/or other researchers

of THIERS, not to THERS.

6.2 Pre-Existing Rights

Except to the limited extent required to perform a Party's obligations under this Agreement, neither Party receives any right, title, or interest in or to any Research Materials provided to it by the other Party or any technology, works, or inventions of the other Party that are not Research Program Inventions, or any patent, copyright or other proprietary rights in any of the foregoing.

6.3 Identifying Research Program Inventions

Each Party will be diligent in identifying Research Program Inventions and promptly notify the other Party. Such reports shall be in sufficient detail to enable the Parties to determine whether to seek patent protection or another form(s) of proprietary protection, and shall be marked as and treated as Confidential Information in accordance with Section 3.

6.4 Inventorship and Ownership of Research Program Inventions

Inventorship of Research Program Inventions shall be determined by the Parties in good faith in accordance with applicable patent law. Ownership of Research Program Inventions shall be determined in accordance with the inventorship.

If a Research Program Invention is made by one or more researchers of a Party and assigned to the Party, such Research Program Invention shall be owned solely by the Party ("Sole Invention"). If a Research Program Invention is made by researchers of both Parties and assigned to both Parties respectively, such Research Program Invention shall be jointly owned by the Parties ("Joint Invention").

RIKEN, IRRI, UI or THERS may, at its sole discretion, decide whether it will continue to maintain the patent. If RIKEN, IRRI, UI or THERS decides not to maintain the patent, other members shall discuss the maintenance of the patent, as necessary.

6.5 Patent Prosecution, Expenses and Licensing

The Parties shall enter into a joint application agreement (i.e. Inter-Institutional Agreement) for the management of each Joint Invention.

(a) Unless the Parties agree in writing otherwise, the filing, prosecution, defense and maintenance of all patents or patent applications for Joint Inventions will be conducted jointly in the name of both Parties and controlled by them jointly, acting reasonably and in good faith.

(b) The costs for prosecution and maintenance shall be borne by the Parties pro rata in accordance with each Party's share of ownership of such Joint Invention.

(c) The Parties agree to consult with each other and obtain the other Party's consent before licensing of any Joint Invention to a third party. Such consent shall not be unreasonably withheld. Any license revenue earned by license of Joint Invention to third parties shall be distributed between the Parties pro rata in accordance with each Party's share of ownership of such Joint Invention.

(d) Further, the Parties agree not to commercially exploit any Joint Invention without prior written consent of the other Party. In any event, the Parties and their inventors shall have a royalty-free, perpetual, world-wide and non-exclusive license to use any and all research results obtained under this Agreement for academic research and educational purposes.

6.6 The Parties acknowledge that the Intellectual Property Rights resulting from the Collaborative Research are subject to governmental control under the Japanese law entitled "Industrial Technology Enhancement Act" (also known as Japanese Bayh-Dole system) and similar legislation in to which Indonesian Rubber Research Institute is subject.

7. ACCESS TO GENETIC RESOURCES AND BENEFIT SHARING

7.1 The Parties shall agree to access to each other's genetic resources for the implementation of the Collaborative Research, stipulated in the R/D DOCUMENTS, in strict compliance with any applicable national legislation and applicable international treaties and conventions, such as the "Convention on Biological Diversity", the "Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity" and the "International Treaty on Plant Genetic Resources for Food and Agriculture"

- 7.2 The Parties shall agree to consider this COLLABORATIVE RESEARCH AGREEMENT as Mutually Agreed Terms (MAT) entered into between the Parties.
- 7.3 In addition to 7.1, in the case of obtaining genetic resources from any person other than the Parties, the Parties shall establish MAT with the provider of the genetic resources.
- 7.4 Genetic resources shall be used exclusively for the purpose of research. The use of genetic resources for the purpose of commercialization shall be treated as change in utilization and require new MAT, subject to a separate agreement.
- 7.5 Transfer of genetic resources shall be conducted under Material Transfer Agreement (MTA) which shall be separately signed upon. Each Party hereto shall not transfer the genetic resources to a third party without the prior written consent of the other Party, and this consent shall not unreasonably be withheld.
- 7.6 Benefits arising from the utilization of genetic resources shall be shared fairly and equitably upon MAT. The parties shall note that benefits include both non-monetary and monetary benefits, as described in annex to the Nagoya Protocol.
- 7.7 Any results obtained from utilizing genetic resources by either Party in the Collaborative Research shall be reported to the other Party, and upon request, shall be provided to the other Party together with the relevant information.
- 7.8 Matters not stipulated in each of the preceding items with respect to interpretation and performance of each of the preceding items shall be discussed by both Parties in good faith.

8. REPRESENTATIONS, WARRANTIES, LIABILITY LIMITS

8.1 Representations and Warranties of the Parties

Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding Agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other Agreement to which it is a party or by which it is otherwise bound.

8.2 DISCLAIMERS

ANY RESULTS OF THE RESEARCH PROGRAM AND ANY RESEARCH MATERIALS ARE PROVIDED AS IS AND WITH ALL FAULTS. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES IN SECTION 7.1, EACH PARTY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE RESULTS OF THE RESEARCH PROGRAM, WHETHER ANY RESULTS WILL BE OBTAINED, ANY RESEARCH MATERIALS OR ANY INVENTION, PROCESS OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, DEVELOPED OR REDUCED TO PRACTICE UNDER THIS AGREEMENT; OR THE OWNERSHIP, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH, ANY RESEARCH MATERIALS OR ANY SUCH INVENTION OR PRODUCT.

8.3 NO DAMAGES

IN NO EVENT SHALL ANY PARTY, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR SIMILAR, OR OTHER DAMAGES SUFFERED BY OTHER PARTY, ANY LICENSEE, OR ANY OTHERS INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF DATA OR DELAY OR TERMINATION OF THE RESEARCH PROGRAM, OR FROM THE USE OF THE RESULTS OF THE RESEARCH PROGRAM, THE USE OF ANY RESEARCH MATERIALS OR ANY SUCH INVENTION OR PRODUCT, OR ECONOMIC DAMAGES OR INJURY TO PERSONS OR PROPERTY OR

LOST PROFITS, REGARDLESS OF WHETHER THE PARTY WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING, REGARDLESS OF FAULT AND REGARDLESS OF LEGAL THEORY OR BASIS. THIS SECTION WILL NOT APPLY TO A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY AND RESTRICTED USE HEREUNDER. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS EXCLUSION AND LIMITATION IS REASONABLE CONSIDERING THE EXPERIMENTAL NATURE OF THE RESEARCH PROGRAM AND THE NATURE AND TERMS OF THE PARTIES' RELATIONSHIP.

- 8.4 Any materials provided by a Party to the other Party in connection with this Agreement will be used at receiving Party's risk and responsibility.

9. TERM AND TERMINATION

9.1 Term

This Agreement will remain in effect during the Research Period unless terminated sooner or extended in writing by the Parties in accordance with this Agreement.

9.2 Termination

Each Party may terminate this Agreement without cause at any time upon thirty (30) days written notice to other Party, regardless of whether the Research Program has been completed or not. If either Party commits a material breach and fail to remedy it within thirty (30) days of the other Party's written request to remedy, the other Party may terminate this Agreement immediately upon written notice to the breaching Party.

9.3 Survival

The Sections 3 (Confidential Information), 4 (Publicity) and 5 (Publication) will survive any expiration or termination of this Agreement for three (3) years. The Sections 6 (Intellectual Property Rights), 8 (Representations, Warranties, Liability Limits), 9 (Term and Termination), 10 (Dispute Resolution) and 11 (General) will survive termination of the Agreement in accordance with their respective terms.

10. DISPUTE RESOLUTION

The Parties shall carry out this Agreement by their reasonable efforts. However, in the event any dispute between the Parties relating to this Agreement occurs, the Parties shall first seek to resolve or settle the dispute amicably. Nothing in this Section shall prevent any Party from pursuing any additional administrative remedies that may be available and, after exhaustion of such administrative remedies, pursuing all available judicial remedies.

11. GENERAL

11.1 Assignment

Neither Party may assign or delegate its rights or obligations under this Agreement without the express written consent of the other Party.

11.2 Entire Agreement

This Agreement constitutes the entire Agreement between the Parties relating to the Research Program, and any and all prior or contemporaneous negotiations, representations, agreements and understandings are superseded hereby. No amendment or change to this Agreement may be made except by means of a written document signed by duly authorized representatives of the Parties.

11.3 Relationship of Parties

For the purposes of this Agreement and all research to be carried out hereunder, each Party will be, and will be deemed to be, an independent collaborator and not an agent or employee of the other Party. Neither Party will have authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other Party, except as explicitly provided for herein or authorized in writing.

11.4 Severability

In the event any part or provision of this Agreement should be held unenforceable or in conflict with the laws of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding or conflict.

11.5 Dispute Resolution

Any issues that are not addressed or stipulated in this Agreement shall be agreed and resolved through negotiation in good faith. The Parties further agree that any dispute between the Parties, out of or in relation to or, in connection with this Agreement, will be settled as amicably as possible. All differences and disputes which cannot be resolved or settled between the Parties will be finally settled, unless otherwise agreed upon, under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said rules. The award of the arbitrator(s) shall be final and binding on both Parties.

11.6 Restrictions

Each Party shall not use for the purpose of developing, manufacturing, using, or stockpiling weapons, or provide to a third party that possesses that purpose, any funds or expenses, technology, information, or property provided by the other Party for the Project. Each Party shall not divert Research Results for the purpose of use in developing, manufacturing, using, or stockpiling weapons.

11.7 Compliance with Laws and Regulations

All Research done in connection with the Research Program will be done in compliance with all applicable laws, governmental regulations and guidelines of the country in which the research is being conducted, and international conventions and protocols ratified by the country to which each Party belongs, including the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity.

11.8 Force Majeure

Neither Party will be liable for any failure to perform as required by this Agreement, if the failure to perform is caused by circumstances reasonably beyond such Party's control, such as labor disturbances or labor disputes of any kind, accidents, commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, thefts, or other such occurrences.

11.9 Export Control





The Parties agree that they shall each be responsible for complying with the applicable laws, statutes, rules and the regulations thereunder relative to any export, re-export, import or re-import of the goods, technology and/or information procured/obtained by the Parties under this Agreement and any direct product thereof. Each Party will make reasonable efforts to provide support for the other Party in obtaining required export or import approval. The Parties further agree that such goods, technology, information, and/or any direct product thereof should not be used for any purpose prohibited by applicable export control laws and regulations thereunder and should not be shipped, transferred or re-exported to any country prohibited by such laws and regulations.

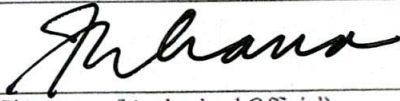
11.10 Counterparts

This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date:

<p>RIKEN</p> <p>Organization: RIKEN (The Institute of Physical and Chemical Research)</p> <p>Name of Authorized Official: Hironuchi Suzuki</p> <p>Title of Authorized Official: Director, Industry Partnership Division, RIKEN Cluster for Science, Technology and Innovation Hub</p> <p> (Signature of Authorized Official)</p> <p>Dec. 9, 2022 (Date)</p> <p>Read and Understood by:</p> <p>RIKEN Principal Investigator</p> <p>Name: Mami Matsui</p> <p>Title: Group Director, Synthetic Genomics Research Group, RIKEN Center for Sustainable Resource Science</p> <p> (Signature)</p> <p>December 1 2022 (Date)</p>	<p>IRRI</p> <p>Organization: Indonesian Rubber Research Institute</p> <p>Name of Authorized Official: Suroso Rahutomo</p> <p>Title of Authorized Official: Project Director, Head Indonesian Rubber Research Institute The Republic of Indonesia</p> <p> (Signature of Authorized Official)</p> <p>November, 25th 2022 (Date)</p> <p>IRRI Principal Investigator</p> <p>Name: Tri Rapani Febbiyanti</p> <p>Title: Indonesian Rubber Research Institute Project Manager</p> <p> (Signature)</p> <p>November, 21st 2022 (Date)</p>
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UI**Organization:** Universitas Indonesia**Name of Authorized Official:** Dede Djuhana, M.Si., Ph.D.**Title of Authorized Official:** Dean of Faculty of Mathematics and Natural Sciences, Universitas Indonesia
SP No. 106/SP/R-FMIPA/BLLH/2022

(Signature of Authorized Official)

Dec 26, 2022

(Date)

Read and Understood by:

UI Principal Investigator**Name:** Retno Lestari**Title:** Lecturer, Faculty of Mathematics and Natural Sciences, Universitas Indonesia

(Signature)

2022.12.26

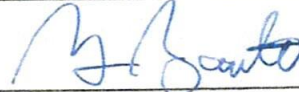
(Date)

THERS**Organization:** National University Corporation
Tokai Higher Education and Research System**Name of Authorized Official:** Seiichi Matsuo**Title of Authorized Official:** Chancellor, National University Corporation
Tokai Higher Education and Research System

(Signature of Authorized Official)

Dec 21, 2022

(Date)

THERS Principal Investigator**Name:** Yoshiharu Yamamoto**Title:** Professor, Faculty of Applied Biological Sciences, Gifu University

(Signature)

2022.12.14

(Date)

List of Equipment			
No.	Name of equipment	Qty	Institute of installation
1	Real Time PCR	1	FMIPA UI
2	Refrigerated Centrifuge	1	FMIPA UI
3	Autoclave	1	FMIPA UI
4	ULT Freezer -86	1	FMIPA UI
5	Green House	1	FMIPA UI
6	Bio Safety Cabinet	1	FMIPA UI
7	Workstation	1	FMIPA UI
8	Storage	1	FMIPA UI
9	Laptop computer	2	FMIPA UI
10	DSLR camera	1	FMIPA UI
11	Drone	1	FMIPA UI
12	Hyperspectral Camera	1	FMIPA UI
13	DJI Matrice 300 RTK drone (D-RTK 2 Mobile Station + software + baterai)	1	FMIPA UI
14	Integrated Light Source Reflection/Backscatter Probes (for spectrometer)	1	FMIPA UI
15	Optical Cabel (for spectrometer)	1	FMIPA UI
16	Transmission Dip Probe Sleeves (for spectrometer)	1	FMIPA UI
17	Real time PCR	1	IRRI
18	Spraying Drone	2	IRRI
19	Air Blast Sprayer	1	IRRI
20	Fogging Machine	10	IRRI
21	Drone and Camera	1	IRRI
22	DNA Automatic Spore Trap	1	IRRI
23	Plant Growth Chamber and Incubator	1	IRRI
24	Vaccum Filtration System with pompa vaccum	1	IRRI
25	Digital Camera	1	IRRI
26	Orbital Shaker	1	IRRI
27	UPS	1	IRRI
28	Laptop PC with Web Cam	2	IRRI
29	Memmert Automatic Waterbath	1	IRRI
30	Portable Spektrofotometer	1	IRRI
31	Refrigerated Centrifuge	1	IRRI
32	Bioreactor 10 litre	1	IRRI
33	Complete Electrophoresis System with Illuminator	2	IRRI
34	Microwave	2	IRRI

35	Tablet PC	1	IRRI
36	Server	1	IRRI
37	Mixer for Laboratory	1	IRRI
38	Digital Analytical Balance	1	IRRI
39	Automatic Benchtop Touch Screen Freeze Dryer -80°C	1	IRRI
40	Freezer -80°C	1	IRRI
41	Water Purification System	1	IRRI
42	Portable Photosynthesis System	1	IRRI
43	Materials for GREEN HOUSE	1	IRRI
44	Tractor	1	IRRI
45	Ageing Chamber	1	IRRI
46	Mooney Viscometer	1	IRRI
47	Microscope	1	IRRI
48	microscope-camera	1	IRRI
49	Biological Safety Cabinet	1	IRRI
50	Autoclave	1	IRRI
51	Nano Spectrophotometer	1	FMIPA UI
52	Gel Transluminator	1	FMIPA UI
53	Microscope w/ Computer & Imaging Software	1	FMIPA UI
54	Plant Growth Chamber	1	FMIPA UI
55	Temporary Immersion System	1	FMIPA UI
56	Fluorometer	1	FMIPA UI
57	GPU	4	FMIPA UI
58	E-GPU	4	FMIPA UI
59	Network : GSM / CDMA / HSPA / EVDO / LTE / 5G	1	FMIPA UI
60	Lens: 500mm	1	FMIPA UI
61	Lens: 24-70mm	1	FMIPA UI
62	Agisoft Metashape (for Imagery processing)	1	FMIPA UI