

Material Transfer Agreement for International Bilateral Exchange under Collaborative Research Programmes/Projects

PREAMBLE

Being signatory to the Convention on Biological Diversity, 1993¹ (CBD), the Government of India enacted the Biological Diversity Act, 2002² (BDA) hereinafter referred to as BDA, 2002 and notified the Biological Diversity Rules, 2004. Access to genetic resources from India is now regulated by BDA, 2002. Reiterating the fact that genetic resources (hereinafter referred to as GR) are the essential raw material for all genetic improvement programmes and facilitating their exchange would promote their use in developing better diversity aimed at ensuring food and nutrition security.

The purpose of transfer of GR here is only for research. This MTA shall be executed by Indian Council of Agricultural Research (hereinafter referred to as ICAR)/ Department of Agricultural research and Education (DARE), Ministry of Agriculture and Farmers Welfare, Government of India for transfer of GR covered under International Collaborative Research Programmes/ Projects, as per the provisions of Section 5 of BDA, 2002 and its Guidelines notified by Ministry of Environment, Forest and Climate Change (MoEFCC), S.O.1911 (E)³.

MTA agreed between

ICAR, Krishi Bhawan, New Delhi-110001, a Society registered under the Registration of Societies Act (Act XXI of 1860) which shall include its successors or assignees) being the **First Party** (Provider of the Material)

And

Being the **Second Party** (Recipient of the Material)

Description of the material (*Annexure*):

I/We agree to abide by the following terms of the MTA and certify that:

- i) The germplasm material transferred herein as above shall be used only for the purpose of research under my/our close supervision and shall not be used for commercial purposes or for profit making whatsoever. The germplasm material accessed shall not be used for chemical, pharmaceutical and /or other non-food/feed and industrial uses.

¹ Convention on Biological Diversity signed at Rio de Janeiro, vide NA92-7807, dated 5th June, 1992 and came into force on 29th December, 1993 (<https://www.cbd.int/>)

² The Biological Diversity Act, 2002 (18 of 2003)

³ Guidelines for International Collaboration Research Projects involving Transfer or Exchange of Biological Resources or information relating thereto between institutions including Government sponsored Institutions and such Institutions in other countries S.O.1911 (E) dated 08.11.2006

- ii) All information and material supplied by ICAR shall be made available to the recipient in confidence. The recipient agrees to maintain the confidential status of the material and the information.
- iii) The Recipient shall not claim any intellectual property or other rights on the material provided under this agreement ‘in the form received.’
- iv) Access to GR protected by intellectual and other property rights shall be consistent with the extant national laws⁴.
- v) The intellectual property protection or benefit sharing in respect of derivatives of the material(s) received/accessed, wherever applicable, shall be as per the Biological Diversity Act 2002 and Guidelines on ABS Regulation, 2014⁵.
- vi) Permission from National Biodiversity Authority (NBA) shall be sought through ICAR/DARE, if the accessed germplasm is intended to be transferred to any third party for commercial utilization.
- vii) The recipient also agrees not to claim any intellectual property right over the products derived from the material received, including its related information and knowledge without prior written approval of the NBA, India.
- viii) Commercialization of any product based on this material shall be undertaken with the prior approval of National Biodiversity Authority⁶ (NBA). Such permission shall be sought only through ICAR/DARE, Government of India. For commercialization, a separate Memorandum of Agreement (MoA) shall have to be entered into with conditions of mutually agreed benefit sharing with the owner/ developer of the material as per ICAR⁷/NBA Guidelines⁵.
- ix) The recipient agrees to acknowledge explicitly the name, original identity and source in all publications brought out from the work carried out on this material.
- x) On completion / suspension / termination of the research involving, the material accessed, wherever available shall be conserved by adopting suitable measures including deposition with the supplier.
- xi) The MTA is non-assignable and non-transferable.
- xii) Every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof, shall be amicably settled between the parties. In case the same is not amicably settled, the dispute shall be referred to the Sole Arbitrator to be appointed by the Secretary DARE, Government of India. The decision of the Sole Arbitrator shall be final and binding on the parties. The seat of the Arbitration shall be at New Delhi, India and the proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time and the substantive Indian Law will apply.

⁴ Patent Act 2005, The Protection of Plant Varieties and Farmers’ Rights Act, 2001

⁵ Guidelines on Access to Biological Resources and associated Knowledge and Benefit Sharing, 2014

⁶ National Biodiversity Authority established under sub-section 1 of section 8, BDA, 2002

⁷ ICAR (2006). ICAR Guidelines for Intellectual Property Management and Technology Transfer/ Commercialization, Indian Council of Agricultural Research, New Delhi.

- xiii) In case of misuse/transfer of material by the recipient and use other than intended purpose, as stated under Clause (i) of MTA, the recipient shall be liable for penalties as defined under Section 55 of BDA, 2002.

Agreed and Accepted
(To be signed in duplicate)

RECIPIENT	PROVIDER
Name : Designation: Institution/ Organization: Full Address with PIN Code: Phone/ Fax/ E –mail: Signature: Date:	Name : Designation: Institution/ Organization/ : Full Address with PIN Code: Phone/ Fax/ E –mail: Signature: Date:
<p style="text-align: center;"><u>Authorized Institutional Official</u></p> Name : Designation: Institution/ Organization: Full Address with PIN Code: Phone/ Fax/ E –mail: Signature: Date: <u>Official Seal</u>	<p style="text-align: center;"><u>Authorized Institutional Official</u></p> Name : Designation: Institution/ Organization: Full Address with PIN Code: Phone/ Fax/ E –mail: Signature: Date: <u>Official Seal</u>

DEFINITIONS

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

“First Party” means the provider of the material under the MTA

Germplasm” means whole plant, animal, insect, fish, fungi, microbes or in parts, and their propagules including seeds, vegetative parts, tissue cultures, embryo, ova, semen, spawn, colonies, cultures, cell lines, genes and DNA based sequences etc, that are held in a repository or collected from wild as the case may be and are utilized in research, genetic studies or breeding programmes for improvement of relevant agricultural – biodiversity component.

“Genetic Material” means any material including reproductive and vegetative propagating material, containing functional units of heredity.

“Genetic Resources” means any genetic material of actual or potential value.

“Product” means genetic resource that incorporates the material provided under the MTA or any of its genetic parts or components that are ready for commercialization.

“Second Party” means the recipient of the material under the MTA

“Third Party” means recipient of the material from the Second party

“To commercialize” means to sell a Product or Products for monetary benefits in the open market, and “commercialization” has a corresponding meaning.

Acronyms

BDA	: <i>Biological Diversity Act</i>
CBD	: <i>Convention on Biological Diversity</i>
DARE	: <i>Department of Agricultural Research and Education</i>
DNA	: <i>Deoxyribonucleic Acid</i>
ICAR	: <i>Indian Council of Agricultural Research</i>
IPR	: <i>Intellectual Property Rights</i>
MTA	: <i>Material Transfer Agreement</i>

List and Description of the GR provided under this Material Transfer Agreement

1. Type of the Genetic Resource (plant/ animal/fish/microbe/insect etc.):
2. Common name and Scientific name:
3. Type of propagule (depending on the type of resource) :
4. Number of accessions:
5. Details of the accessions :
6. Quantity required (per accession/per sample):
7. Purpose (screening/ breeding/ evaluation/ augmentation/ multiplication/ others
(please specify).
8. Enclose a copy of duly signed approved collaborative research project:

Recipients Signature..... Date.....