



National Genomic Resources Repository

NBGR, New Delhi

NON-COMMERCIAL MATERIAL TRANSFER AGREEMENT FOR DNA SAMPLES (Between the Depositor and the Repository)

The *National Genomic Resources Repository*, NBGR, New Delhi (“Repository”) is bound by the National and International conventions, agreements and codes of practices. The Repository is particularly committed to the letter and spirit of the Convention on Biological Diversity (“CBD”) and expects its partners to act in a manner consistent with the CBD.

This agreement is designed to promote scientific research and exchange, whilst recognizing the terms on which Repository acquired the DNA material. Repository reserves the right not to supply any DNA material if such supply would be contrary to any terms attached to the said material and/or to the commitments of the Repository.

Repository will receive and hold the material listed on the reverse of this agreement (“Material”) honoring the following terms and conditions:

- 1) The Repository shall use and/or distribute Material or its derivatives for the common good in scientific research, education, and conservation;
- 2) The Repository shall not sell or distribute the Material or its derivatives;
- 3) The Repository reserves the right to transfer the Material or derivatives to any third party for scientific research, education, and conservation. Distribution of the Material held in the Repository shall be done solely by the Repository; any prior or concurrent distribution by the Depositor is not covered by this agreement.
- 4) The Repository reserves the right to use the Material or its derivatives for any commercial application (as governed by the regulations of ICAR/Govt. of India) including the following:
 - a. applying for, obtaining or transferring intellectual property rights or other tangible or intangible rights by sale or license or in any other manner;
 - b. commencement of product development;
 - c. conducting market research;
 - d. seeking pre-market approval;
 - e. sale of any resulting product.

However, such activities shall be with the Depositor’s knowledge.

- 5) The Repository shall share fairly and equitably the benefits, with the Depositor, arising from their

use of the Material and/or its derivatives in accordance with the National and International conventions, agreements and codes of practices especially outlined in the CBD.

- 6) The Repository shall acknowledge Depositor, as creator, in all written or electronic reports and publications resulting from their use of the Material and derivatives;
- 7) Unless otherwise indicated, copyright in all information or data ("Data") supplied with the Material is owned by Repository and the Depositor of the Material;
- 8) The Repository shall maintain retrievable records (in accordance with existing international standards) of the use and distribution of the Material;
- 9) Repository receives, in good faith, the Material, as to the identity, safety, merchantability or fitness for any particular purpose of the Material or derivatives, or as to the accuracy or reliability of any Data supplied;
- 10) The Repository encourages the recipient of the Material to contact the Depositor for any activities not covered under the terms of this agreement, particularly pre-venture benefit sharing agreements;

I am satisfied with the terms conditions above for eventual Material distribution:

Signed:

Date: dd/mm/yy

Name and Position:

Organization and Department:

Address:

E-mail:

Tel. Number:

Signing authority of the Repository

Date: dd/mm/yy:

LIST OF DNA Material SUPPLIED