



National Genomic Resources Repository

NBPGR, New Delhi

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

The *National Genomic Resources Repository*, NBPGR, 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 supply the material listed on the reverse of this agreement (“Material”) subject to the following terms and conditions:

- 1) The recipient may only use the Material or its derivatives for the common good in scientific research, education, and conservation;
- 2) The recipient shall not sell or distribute the Material or its derivatives;
- 3) The recipient shall not transfer the Material or derivatives to any third party for any claimed purpose. Distribution of the Material held in the Repository shall be done solely by the Repository;
- 4) The recipient shall not use the Material or its derivatives for any commercial application 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.
- 5) The recipient shall share fairly and equitably the benefits 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 recipient shall acknowledge Repository, as holder and supplier, in all written or electronic reports and publications resulting from their use of the Material and derivatives, and shall lodge a copy of all such publications and reports with Repository;
- 7) Unless otherwise indicated, copyright in all information or data (“Data”) supplied with the Material

- is owned by Repository or the Depositor of the Material;
- 8) The recipient shall maintain retrievable records (in accordance with existing international standards) linking the Material to these terms of acquisition and to any accompanying Data provided by Repository ;
 - 9) Repository makes no representation or warranty of any kind, either express or implied, 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. The recipient will indemnify Repository from any and all liability arising from the Material or derivatives and/or the Data and from their use or transfer, including any ecological damage. This agreement is governed by and shall be construed in accordance with the Indian law;
 - 10) The recipient will contact Repository to request prior permission from Repository or, where appropriate, from the Depositor of the Material to Repository, for any activities not covered under the terms of this agreement.

11) The RECIPIENT shall use the Material for the following specific purpose:

12) *In the case requested by the Depositor, the Recipient should obtain an approval from the Depositor using the APPROVAL FORM.*

13) The RECIPIENT shall bear the cost of shipping, handling, part of production and other expenses necessary for preparation and distribution of the Material for the RECIPIENT.

14) The Repository agrees with the access to the Material only to those co-workers and students who work for the purpose specified in Section above under the direct supervision and responsibility of the RECIPIENT.

15) Nothing in this AGREEMENT shall be interpreted that the REPOSITORY grants the RECIPIENT any rights under any patents or other intellectual property, or licenses thereunder with respect to the Material.

16) The RECIPIENT assumes all liability for claims against the RECIPIENT and the REPOSITORY by third parties relating to alleged infringement of any patent, copyright, trademark or other intellectual property rights, which may arise from the use, storage or disposal by the RECIPIENT of the Material, except for the case that the claim is caused by the gross negligence or willful misconduct of the REPOSITORY.

17) The RECIPIENT acknowledges that the Material delivered pursuant to this AGREEMENT may have defective, hazardous or faulty properties and may not necessarily fit for a particular purpose and that the RECIPIENT assumes all liability for any consequences resulting from the use by the RECIPIENT of the Material.

18) The RECIPIENT agrees that any handling or other activities undertaken in their laboratory with the Material shall be conducted in compliance with all applicable laws, regulations and guidelines. The RECIPIENT shall, if necessary, take any steps or procedures to comply with legal requirements for

handling of the Material.

- 19) Both parties shall discuss to enable amicable resolution of any accidents during shipment of the Material.
- 20) Where the RECIPIENT is in breach of this AGREEMENT, the REPOSITORY may request the Recipient to cease its subsequent use of the Material and other resources of the REPOSITORY.
- 21) Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the interpretation or performance hereof as well as the matters which are not expressly set forth in this AGREEMENT.
- 22) Any matter or dispute, which cannot be settled through said amicable discussion, shall be subject to the exclusive jurisdiction of Tokyo District Court, Japan. This AGREEMENT shall be governed in accordance with the laws of Japan. The RECIPIENT and the REPOSITORY do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

I agree to comply with the conditions above:

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
