

Material Transfer Agreement
ICAR-Central Soil Salinity Research Institute
Zarifa Farm, Kachawa Road, Karnal – 132001

Agreed between

Central Soil Salinity Research Institute (CSSRI), Zarifa Farm, Kachawa Road, Karnal – 132001, a constituent institute of the Indian Council of Agricultural Research, Krishi Bhawan, New Delhi- 110001, being the first Party (hereafter called ‘**PROVIDER**’)

And

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Being the Second Party (hereafter called ‘**RECIPIENT**’).

For the Supply of Hybrids/Varieties/germplasm/Genetic components for research purpose trials conducted by the **RECIPIENT** or under the supervision of **RECIPIENT**.

- Within India, not covering persons as described in Section 3(2) of the Biological Diversity Act, 2002 (18 of 2003) (BDA).
- Within India, wholly or partly covering persons as described in Sec. 3(2) of BDA.
- Outside India, with Members of the International Treaty for Food and Agriculture (ITPGRFA), and wholly or partly covering persons as described in Sec. 3(2) of BDA.
- Outside India, with Non-Members of ITPGRFA, and wholly or partly covering persons as described in Sec. 3(2) of BDA.

As follows:

Recipient Name	
Recipient Institution/Organization/ Agency/Centre	
Recipient Full Address with PIN Code	
Phone number	
Fax	
Email	
Nature of activities	
Germplasm material	
Supply made through	Central Soil Salinity Research Institute (CSSRI), Karnal
For Official Use of Supplier	For research purpose, demonstration, multilocational trials etc.

The parties to this Agreement hereby agree to abide by the following terms of the MTA and certify that:

1. The germplasm MATERIAL (S) transferred herein as above shall be used only for the purpose of research under my/our direct/close supervision and will not be used for commercial purposes or profit making whatsoever, without prior written approval of the National Biodiversity Authority (NBA), Ministry of Environment and Forest (MoEF), Department of Agricultural Research and Education (DARE), Indian Council of Agricultural Research (ICAR), Government of India as the case may be. The importer/recipient (Second party) agrees to provide a concept note of research project in which the MATERIAL (S) will be used, including the manner in which to be used. The importer/recipient (Second party) agrees to cease any use of the material in case of suspension of research project at the instance of either party or due to factors beyond the control of either party. Upon such suspension of further research work, both parties will mutually agree for adopting a suitable provision for their preservation. In case of failure of the parties to arrive at an agreement, the materials including derivatives will be destroyed upon 90 days notice from CSSRI.
2. All information and material supplied by CSSRI shall be deemed to have been disclosed or provided to the recipient in confidence. The recipient agrees to preserve the confidential status of the material and information.
3. The germplasm MATERIAL (S) or its (their) part(s), components or derivatives (including live or dead tissue/DNA) that can be used to retrieve whole DNA/fragment or sequence or any other genetic information shall not be distributed or transferred to any third country/party, except those directly engaged in research under direct supervision of the recipient (second party), without prior written approval of the CSSRI/NBA/MoEF/ICAR/DARE, Government of India as the case may be.
4. Any development of commercial product based on research on gene manipulation/selective breeding programme for genetic improvement shall not be undertaken without written consent of CSSRI/NBA/MoEF/ICAR/DARE, Government of India as the case may be. Modalities of undertaking any such work will be worked out before its conduct.
5. If any third country/party is to be associated with any commercial development arising out of the germplasm accessed, permission from NBA shall be sought.
6. The recipient agrees to acknowledge explicitly the name, original identity and source of the material, if used directly or indirectly, in all research publication(s) or other publications, such as monographs, bulletins, books, etc. and shall send a copy of each of the publications to the CSSRI.
7. The recipient agrees to supply the feed-back information on the performance/utilisation/ research outcome of the material(s) to the CSSRI.
8. The recipient agrees not to claim any intellectual property right over the MATERIAL(S) received including its related information and knowledge without prior written approval of the CSSRI/NBA/MoEF/ICAR/DARE, Government of India as the case may be.
9. The intellectual property protection or benefit sharing in respect of derivatives of the material(s) received/accessed, where applicable, shall be as per the Indian IPR/Biodiversity laws.
10. The recipient agrees to hold the entire responsibility for the quarantine/SPS clearance of the material accessed as specified herein above. The recipient shall abide by the biosafety guidelines of

----- (Name of the importing country/ organisation) and shall not hold CSSRI/ICAR/DARE, Government of India responsible for any identity/quality/ viability/ purity/ quarantine/ biosafety related or any other related matter/hazard that may be attributable to the release of genetic material/ resource accessed as specified in this

Agreement. The recipient agrees to hold entire responsibility for the importer/ indenting country's biosafety and other related hazards due to release of genetic material. The recipient agrees waive all claims against CSSRI/ICAR/DARE, Government of India and to defend and indemnify them from all claims and damages/recoveries arising from the use, storage or handling of the material.

11. The recipient also agrees that the material is for experimental use and is being supplied without any warranties, whatsoever.
12. The MTA is non-assignable. The recipient agrees to abide by any other conditions that may be set in and conveyed to them from CSSRI in respect of this germplasm access/exchange or any Law, Rules, Regulations, etc. enacted by Government of India from time to time.
13. In case of any dispute between the parties to this MTA, 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 Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be in New Delhi.

DEFINITIONS of the relevant terms used in MTA

ORIGINAL MATERIAL: The description of the material being transferred.

MATERIAL (S): ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: a) MODIFICATIONS, or b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

GENETIC MATERIAL: means any material of plant origin, including reproductive and vegetative propagating material, containing functional units of heredity.

PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional sub-unit or product expressed by the ORIGINAL MATERIAL.

MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

COMMERCIAL PRODUCT: means Plant Genetic Resources for Food and Agriculture that incorporate the Material or any of its genetic parts or components that are ready for commercialization, excluding commodities and other products used for food, feed and processing.

COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

SALES: means the gross income resulting from the commercialization of a Product or Products, by the Recipient, its affiliates, contractors, licensees and lessees.

AGREED RECIPIENT	PROVIDER
Authorised Officer's Name: Designation: Organization/Institute/University Address: Signature: Date:	Authorised Officer's Name: Designation: Organization/Institute/University Address: Signature: Date:
Recipient Scientist/Person's Name: Designation: Organization/Institute/University Address: Signature: Date:	Provider Scientist/Person's Name: Designation: Organization/Institute/University Address: Signature: Date:

DEFINITIONS

Extract from Section 3(2) of BDA-2002-

- a) a person who is not a citizen of India;
- b) a citizen of India, who is a non-resident as defined in clause (30) of Section 2 of the Income-Tax Act, 1961 (43 of 1961);
- c) a body corporate, association or organisation-
 - (i) not incorporated or registered in India; or
 - (ii) incorporated or registered in India under any law for the time being in force which has any non-Indian participation in its share capital or management.