



Material Transfer Agreement (MTA)

ICAR-Indian Sugarcane Research Institute

Lucknow- 226 002



Agreed between

ICAR-Indian Sugarcane Research Institute, Raibareilly Road, Lucknow, Pin 226002, being the first Party (Provider of the Material) And¹ _____

Being the Second Party (Recipient of the Material)

For the Supply/Exchange/Transfer of Genetic Resources for Sugarcane Seed/ Sugarbeet Seed/ Genetic Material/Genetic Components for Research²

- 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.

As follows:

Recipient Name	
Recipient Institution/ Organization/ Agency/ Centre	
Recipient Full Address with PIN Code	
Phone number	
Fax	
Email	
Nature of activities	
Germplasm material (specify) ³	Crop and accession(s) -
Supply made through	ICAR – ISRI, Lucknow
For Official Use of Supplier	1. Germplasm Identity (Species name, common name, etc.) 2. Accession Number 3. Passport Data

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

- I. 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 ICAR/ICAR- ISRI⁴. **The recipient (second party) agrees to provide precise objective(s) of research project in which the MATERIAL (S) will be used, including the manner in which to be used.**

Objective(s) and manner in which the material(s) to be used:

The 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 ICAR-ISRI, Lucknow.

- II. All information and material supplied by ICAR-ISRI, Lucknow 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.
- III. 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 ICAR-ISRI, Lucknow.
- IV. 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 ICAR/ICAR-ISRI, Lucknow. Modalities of undertaking any such work will be worked out before its conduct.
- V. If any third party is to be associated with any commercial development arising out of the germplasm accessed, permission from ICAR/ICAR-ISRI, Lucknow shall be sought.
- VI. 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 ICAR-ISRI, Lucknow.

- VII. The recipient agrees to supply the feedback information on the performance/ utilization/ research outcome of the material(s) to the ICAR-ISRI, Lucknow.
- VIII. 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 ICAR/ICAR-ISRI, Lucknow.
- IX. The Parties shall ensure adequate and effective protection of Intellectual Property resulting from the collaboration. 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.
- X. 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 organization) and shall not hold ICAR-ISRI, Lucknow 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 waive all claims against ICAR-ISRI, Lucknow and to defend and indemnify the institute from all claims and damages/recoveries arising from the use, storage or handling of the material.
- XI. The recipient also agrees that the material is for experimental use and is being supplied without any warranties, whatsoever.
- XII. The MTA is non-assignable. The recipient agrees to abide by any other conditions that may be set in and conveyed to them from ICAR-ISRI, Lucknow in respect of this germplasm access/exchange or any Law, Rules, Regulations, etc. enacted by Government of India from time to time.
- XIII. 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.

¹Mention Name and address of the Second Party, ²Tick mark the appropriate box, ³ Specify the type of material involved for supply/transfer *e.g.* seed, tissue culture, DNA etc., ⁴ Indian Council of Agricultural Research

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:

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 anon-resident as defined in clause (30) of Section 2 of the Income-Tax Act, 1961 (43of 1961);
- c) a body corporate, association or organization-
 - (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.