

ICAR-IIVR/ITMU/MTA/20..../.....

Material Transfer Agreement
ICAR-Indian Institute of Vegetable Research,
Post Box-01, PO Jakhini (Shahanshapur),
Varanasi-221305

Agreed between

ICAR-Indian Institute of Vegetable Research (ICAR-IIVR), Post Bag-01, Post Office Jakhini (Shahanshapur), Varanasi-221305, a constituent institute of the Indian Council of Agricultural Research, Krishi Bhawan, New Delhi- 110001 (hereafter called 'PROVIDER')

And

Being the Second Party (hereafter called '**RECIPIENT**').

For the Supply of Hybrids/Varieties (hereafter called **GERMPLASM**) for research purpose trial within India conducted by the **RECIPIENT** or under the supervision of **RECIPIENT**.

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)	
Supply of seed made through	ICAR-Indian Institute of Vegetable Research, Varanasi
Supply made through	By post/in person
For Official Use of Supplier	Multilocation demonstration for evaluation of variety/hybrid/ Inclusion in research activity

DEFINITIONS of the relevant terms used 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.

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 ICAR-IIVR/Department of Agriculture Research and Education (DARE)/Indian Council of Agricultural research (ICAR), Government of India as the case may be. A concept note of research project in which the MATERIAL (S) will be used, and the manner in which to be used is enclosed as annexure I. 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 ICAR-IIVR.

2. All information and material supplied by ICAR-IIVR 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) parts, 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-IIVR/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 ICAR-IIVR/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 National Biodiversity Authority (NBA) shall be sought.
6. The recipient hereby declares that he/she is not disqualified as per the provisions of Sec. 3 (2) of the BDA, 2002 for obtaining any biological resource occurring in India or knowledge associated thereto or otherwise he/she shall take approval of the National Biodiversity Authority in the manner as required under the provisions of Sec. 3 the BDA, 2002.
7. 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-IIVR.
8. The recipient agrees to supply the feed back information on the performance/utilization/research outcome of the material(s) to the ICAR-IIVR.
9. 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 ICAR-IIVR/ICAR/DARE, Government of India as the case may be.
10. 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.
11. 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 Biosafety Committee of..... and shall not hold ICAR - IIVR/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.

12. 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 to waive all claims against ICAR-IIVR/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.
13. The recipient also agrees that the material is for experimental use and is being supplied without any warranties, whatsoever.
14. 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-IIVR in respect of this germplasm access/exchange or any Law, Rules, Regulations, etc. enacted by Government of India from time to time.
15. 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.

AGREED RECIPIENT	AGREED PROVIDER
Authorized Officer's (To be signed by authority with designations Dean/Director of Research Services/Director/ Head of Research of organization or any other person holding any equivalent position) Name: Designation: Signature with Stamp: Date:	Authorized Officer's Name: Designation: DIRECTOR ICAR-Indian Institute of Vegetable Research, Post Bag 01, P.O. Jakhini (Shahanshahpur), Varanasi-221305, Uttar Pradesh, INDIA Signature with Stamp: Date:
Recipient Scientist/Person's Name: Designation: Signature: Date:	Provider Scientist/Person's Name: Designation: Scientist In-Charge ITMU ICAR-Indian Institute of Vegetable Research, P.O. Jakhini (Shahanshahpur), Varanasi-221305 Signature: Date: