**Material Transfer Agreement**

**Assam Agricultural University**

**Jorhat – 785013, Assam, INDIA**

Agreed between

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

A unit of the **Assam Agricultural University (AAU), Jorhat - 785013**, being the first Party (Provider of the Material)

And1

Being the Second Party (Recipient of the Material)

For the Supply/ Exchange/ Transfer of Biological/ Non-biological material2

* 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

|  |  |  |
| --- | --- | --- |
| Nature of material |  | |
| (specify)3 |  |  |
| Supply made through | Assam Agricultural University | |
| For Official Use of Supplier | 1. | If biological material, Species name, common name, etc. |
|  | 2. | Accession Number |
|  | 3. | Short Description of the Material |
|  |  |  |

1Mention Name and address of the Second Party

2Tick mark the appropriate

3Specify the type of material involved for supply/transfer e.g. seed, tissue culture, DNA etc.

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

1. The 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 AAU. The 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 recipient 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 AAU.
2. All information and material supplied by AAU 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 party, except those directly engaged in research under direct supervision of the recipient (Second party), without prior written approval of the AAU.
4. Any development of commercial product based on research on the transferred material shall not be undertaken without written consent of AAU. Modalities of undertaking any such work will be worked out before its conduct.
5. If any third party is to be associated for any commercial development arising out of the material accessed, permission from AAU 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 supplier of the material (AAU).

**Intellectual Property**

1. The recipient agrees to supply the feedback information on the performance/ utilisation/ research outcome of the material(s) to AAU.
2. 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 AAU.
3. 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.
4. 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

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---------------------- (Name of the importing country/ organisation) and shall not hold AAU 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 AAU and to defend and indemnify AAU from all claims and damages/recoveries arising from the use, storage or handling of the material.

1. The recipient also agrees that the material is for experimental use and is being supplied without any warranties, whatsoever.
2. This MTA is non-assignable. The recipient agrees to abide by any other conditions that may be set in and conveyed to them from AAU in respect of this germplasm access/ exchange or any Law, Rules, Regulations, etc. enacted by Government of India from time to time.
3. 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 Registrar, AAU. 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 Jorhat.

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

|  |  |
| --- | --- |
| Signature: | Signature: |
| Date: | Date: |

DEFINITIONS

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

1. a person who is not a citizen of India;
2. 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);
3. a body corporate, association or organisation-
   1. not incorporated or registered in India; or
   2. 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.