

**Material Transfer Agreement for Research Use within Country
for Public and Private Entities**

1. The present Material Transfer Agreement 2 (hereafter referred to as “MTA 2”) is a Material Transfer Agreement referred to in the List of Annexures (Annexure-2 of ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization, 2018) for international bilateral exchange of plant genetic resources under Collaborative Research Programmes/ Projects.

2. PREAMBLE

Being signatory to the Convention on Biological Diversity, 1993¹ (CBD), the Government of India enacted the Biological Diversity Act, 2002 (BDA) hereinafter referred to as BDA, 2002 and notified the Biological Diversity Rules, 2004. The access to biological resources of India is now regulated by BDA, 2002.

ICAR - Indian Institute of Rice Research (IIRR) has the mandate to (1) coordinate multilocation testing at national level, (2) conduct strategic and applied research with special emphasis on irrigated rice, (3) coordinate and monitor research networks, (4) serve as a major centre for exchange of research material & information and (5) impart training and develop extension mechanisms for transfer of technology.

Emphasizing the fact that the purpose of supply of GR under this agreement would be solely for research and no deviation from the proposed objectives is permitted. Access shall be provided for the germplasm available with the National Agricultural Research System (NARS), which is duly designated by concerned institute/National Active Germplasm Sites (NAGS). Such exchange shall be done under the conditions of the following Material Transfer Agreement (MTA). The private entities falling under Section 3 (2) of BDA, 2002² can access germplasm after signing the MTA, subject to approval of National Biodiversity Authority (NBA)³.

MTA agreed between

**The Director
ICAR - Indian Institute of Rice Research (IIRR)
Rajendranagar, Hyderabad-500 030
Being the First Party (Provider of the Material)**

And

¹ Convention on Biological Diversity signed at Rio de Janeiro, vide NA92-7807, dated 5th June, 1992 and came into force on 29th December, 1993 (<https://www.cbd.int/>)

² Entities listed at Section 3 (2) of Biological Diversity Act : 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; (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.

³ National Biodiversity Authority established under sub-section 1 of section 8, BDA, 2002

Being the **Second Party** (Recipient of the Material)

3. Description of the material (Annexure-I):

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

- i. The germplasm material and associated knowledge transferred herein as listed in annexure shall be used only for the purpose of research under my/our close supervision and shall not be used for commercial purposes or for profit making whatsoever. The germplasm material accessed shall not be used for chemical, pharmaceutical and/ or other non-food/ feed and industrial uses.
- ii. All information and material supplied by ICAR - IIRR shall be made available to the recipient in confidence. The recipient agrees to maintain the confidential status of the material and the information.
- iii. The Recipient shall not claim any intellectual property or other rights on the material provided under this agreement 'in the form received.'
- iv. Access to GR protected by intellectual and other property rights shall be consistent with the extant national laws⁴.
- v. The intellectual property protection or benefit sharing in respect of derivatives of the material(s) received/ accessed, wherever applicable, shall be as per the Biological Diversity Act 2002 and Guidelines on ABS Regulation, 2014⁵.
- vi. Permission from National Biodiversity Authority (NBA) shall be sought through ICAR-IIRR, if the accessed germplasm is intended to be transferred to any third party for commercial utilization and the recipient will not distribute the material provided to any other party without the prior approval from the authorized provider.
- vii. The recipient shall not claim any intellectual property right over the products derived from the material received, including its related information and knowledge without prior written approval of the NBA, India.
- viii. Commercialization of any product based on this material shall be undertaken with the prior approval of National Biodiversity Authority⁶ (NBA)/ concerned State Biodiversity Boards (SBBs). Such permission shall be sought only through ICAR/DARE, Government of India. For commercialization, a separate Memorandum of Agreement (MoA) shall have to be entered into

⁴ Patent Act 2005, the Protection of Plant Varieties and Farmers' Rights Act, 2001

⁵ Guidelines on access to Biological Resources and associated Knowledge and Benefit Sharing, 2014

⁶ National Biodiversity Authority established under sub-section 1 of section 8, BDA, 2002

with conditions of mutually agreed terms for benefit sharing with the owner/ developer of the material as per ICAR⁷ and NBA Guidelines⁵.

- ix. The recipient would fully comply with all the requirements of the MTA. The recipient shall acknowledge explicitly the name/original identity and source of the material(s) if used directly or indirectly in all research publication(s) and shall send one copy of each publication to ICAR-IIRR. In no circumstances the original identity or name or accession number or denomination / technological innovations including farm implements would be changed.

In case of any common Intellectual Property Right claim is made by the recipient and the provider in the background of essentially derived lines originating from the geographical indicators etc., agreement shall be as per the clauses of National Biodiversity Authority of India (NBA) / State Biodiversity Board of State (SBB) /PPV&FR Authority as the case may be.

- x. The recipient agrees to supply the feedback information on the performance/ utilization/ research outcome of the material to the provider institute depending on crop on a seasonal/ yearly basis.
- xi. The MTA may be renewed by the provider and the recipient based on review of results for product development sharing of research results, further collaboration for research on priority areas based on negotiations and license fees in case of commercialization, joint ventures and joint ownership of relevant IPRs etc.
- xii. The recipient agrees to pay the handling and processing charges for material received/ accessed as decided on case-to-case basis.
- xiii. On completion/ suspension/ termination of the research involving, the material accessed, wherever available shall be conserved by adopting suitable measures including deposition with the supplier.
- xiv. The material given by the provider is experimental in nature and is given without any warranty or guarantee with respect of its performance or fitness for any particular purpose or to the completeness or accuracy of any information related to the material. The provider is not responsible for supply of material in case of loss due to unforeseen situations such as drought, floods, fire etc.
- xv. The duration of agreement would be initially for five years for continued transfer of material. The term(s) of the agreement may be revised within the agreement period by the provider. The recipient is always obliged to notify to the provider beyond the duration of agreement when there is a prospect for commercialization of material or its improved version by the recipient.
- xvi. The agreement can be terminated with a notice of 30 days, in cases where the material has not been physically transferred. The MTA is non-assignable and non-transferable.
- xvii. Every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof, shall be amicably settled between the parties. In case the same is not amicably settled, 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

⁷ ICAR (2006), ICAR Guidelines for Intellectual Property Management and Technology Transfer/ Commercialization. Indian Council of Agricultural Research, New Delhi

binding on the parties. The seat of the Arbitration shall be at New Delhi, India and the proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time and the substantive Indian Law will apply.

- xviii. In case of misuse/ transfer of material by the recipient and use other than intended purpose, as stated under Clause (i) of MTA, the recipient shall be liable for penalties as defined under Section 55 of BDA, 2002.

Agreed and Accepted
(To be signed in duplicate)

RECIPIENT	PROVIDER
Name:	Name:
Designation:	Designation:
Institution/ Organization full address with pin code:	Institution/ Organization full address with pin code:
Phone/ Fax/ E-mail:	Phone/ Fax/ E-mail:
Signature:	Signature:
Date:	Date:
Authorized Institutional Official	Authorized Institutional Official
Name:	Name:
Designation:	Designation:
Institution/ Organization full address with pin code:	Institution/ Organization full address with pin code:
Phone/ Fax/ E-mail:	Phone/ Fax/ E-mail:
Signature:	Signature:
Date:	Date:
Official Seal	Official Seal

Annexure-I

List and Description of the GR provided under this Material Transfer Agreement.

1. Type of the Genetic Resource (plant/ animal/ fish/ microbe/ insect etc.):
2. Common name and Scientific name:
3. Type of propagule (depending on the type of resource) :
4. Number of accessions:
5. Details of the accessions:
6. Quantity required (per accession/ per sample):
7. Purpose (screening/ breeding/ evaluation/ augmentation/ multiplication/ others (please specify):
8. Enclose a copy of approval of NBA (if applicable):

Recipients Signature:.....Date:.....