



NAIMCC



(National Agriculturally Important Microbial Culture Collection)

ICAR-NBAIM, Maunath Bhanjan-275103, U.P., India

MATERIAL TRANSFER AGREEMENT (MTA) FOR MICROBIAL CULTURES

(Research and commercial Purpose Only)

This material transfer agreement (Agreement), effective from between ICAR-National Bureau of Agriculturally Important Microorganisms (ICAR-NBAIM) with its registered address at Kushmaur , Mau Nath Bhanjan, Uttar Pradesh – 275103 (hereafter ICAR-NBAIM or Provider) and (herein after “.....” or ‘Recipient’) with its principal place of business located at specifies the terms and conditions of the transfer of Material by the Provider and certain data associated therewith (data) for research and commercial purpose or the data developed from the research by using the material

1) Definitions

- a) “**Agreement**” shall mean the Material Transfer Agreement signed and executed between the Provider and the Recipient.
- b) “**Material**” shall mean cultures in solid or liquid or any other form.
- c) “**Provider**” shall mean the organization providing the material. In case of this agreement, it will be ICAR-NBAIM.
- d) “**Data**” shall mean any data (excluding technical knowhow for mass production/downstream processing/preparation of formulation) that may have been supplied along with the material and or any data that is generated from the transfer of material.

Parties to the agreement are

- 1) Recipient:

- 2) Provider: ICAR-National Bureau of Agriculturally Important Microorganisms (ICAR-NBAIM), Mau Nath Bhanjan-275103, UP, India.

Scope of Agreement: This Agreement applies to the supply of validated microbial cultures for commercial production or research purposes

TERMS AND CONDITIONS

- The Microbiological materials provided by ICAR-NBAIM are not intended for use on humans. The microbiological materials designated as biosafety level 2 or 3 constitute known pathogens and the Recipient agrees that other Microbiological Materials not so designated may be pathogenic under certain conditions.
- Recipient assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer and use of the microbiological materials, taking all appropriate safety and handling precautions to minimize health or environmental risk.
- Recipient agrees that any activity undertaken with the Microbiological Materials will be conducted in compliance with all applicable guidelines, laws and regulations and that Investigator will obtain all permits, licenses or other approvals required by any governmental authority in connection with Recipient receipt, handling, storage, disposal, transfer and use of the Microbiological Materials.
- The recipient can undertake the commercial/mass production of the microbial cultures obtained under this MTA. However, ICAR-NBAIM is not liable to provide any technical knowhow or training for mass production/ downstream processing or preparation of formulations. The materials supplied should be used only for the intended purpose
- Recipient shall not distribute, sell, lend or otherwise transfer the obtained material to a person or entity (not party to this MTA) for any reason, without prior written permission of ICAR-NBAIM. The cultures transferred under this MTA have unique DNA fingerprints available with ICAR-NBAIM which can be used to track any undue commercial exploitation through selling/lending/any unauthorized transfer.
- This agreement shall be governed by and construed in accordance with the laws of India including of Biological Diversity Act of 2002 and 2004, without regard to the conflicts of the law principles thereof. Recipient is solely responsible for compliance with all the foreign and domestic, federal, state and local statutes, ordinances and regulations applicable to use of the microbial genetic material.
- Under no circumstance, DARE/ICAR/ICAR-NBAIM will be liable for any indirect, special, incidental or consequential damages of any kind in connection with or arising out of MTA.

- IPR issues related to the exchange of microbial genetic material will be governed by ICAR IPR regulations.

PUBLICATIONS

- a) The data arising out of the research undertaken by the Recipient will be considered joint property of the Recipient and the Provider.
- b) Recipient is encouraged to publish, present or otherwise disclose the results of research arising from the Recipient’s use of biological material. This disclosure should include origin of the material and data and any applicable patent or copyright notices accompanying the material or data. Recipient must reflect accession number of microorganisms assigned by NAIMCC in the publication arising out of use of microbial cultures.
- c) The Recipient agrees to acknowledge the Provider organization i.e. ICAR-NBAIM, Government of India in all publications arising out of research on the biological material.

We, the duly authorized representatives of..... (Name of Recipient) and(Name of Provider) acknowledge and agree to the terms and conditions contained in this Material Transfer Agreement, as evidenced by our Signatures below-

Authorized signatory on behalf of the recipient

Authorized signatory on behalf of the provider (ICAR-NBAIM)

.....

.....

Date:.....

Date:.....

Place:

Place:

Seal:

Seal: