



Microbial Genomic Resource Repository (MGRR)

NBAIM, Mau Nath Bhanjan, India



NON-COMMERCIAL MATERIAL TRANSFER AGREEMENT FOR DNA SAMPLES (Between the Depositor and the Repository)

The Microbial Genomic Resource Repository, NBAIM, Mau (“Repository”) is bound by the National and International conventions, agreements and codes of practices called the Repository hereafter is particularly committed to the letter and spirit of the Convention on Biological Diversity (“CBD”) and expects its partners to act in a manner consistent with the CBD.

This agreement is designed to promote scientific research and exchange, whilst recognising the terms on which Repository acquired the DNA material. Repository reserves the right not to supply any DNA material if such supply would be contrary to any terms attached to the said material and /or to the commitment of the Repository.

Repository will receive and hold the material listed on the reverse of this agreement (“Material”) honouring the following terms and conditions:

1. The Repository shall use and/or distribute Material or its derivatives for the common cause of scientific research, education, and conservation;
2. The Repository shall not sell or distribute the Material or its derivative for commercial purpose;
3. The Repository reserves the right to transfer the material or derivatives to any third party for scientific research, education, and conservation. Distribution of the Material held in the Repository shall be done solely by the repository; any prior or concurrent distribution by the depositor is not covered by this agreement.
4. The Repository reserves the right to use the Material or its derivatives for any commercial application (as governed by the regulations of ICAR/Govt. Of India) including the following:
 - Applying for, obtaining or transferring intellectual property rights or other tangible or intangible rights by sale or license or in any other manner;
 - Commencement of product development;
 - Conducting market research;
 - Seeking pre-market approval;
 - Sale of any resulting product;
5. The Repository shall share fairly and equitably the benefits, with the depositor, arising from their use of the Material and/or its derivatives in accordance with the National and International conventions, agreements and codes of practices especially outlined in the CBD.
6. The Repository shall acknowledge Depositor, as creator, in all written or electronic reports and publications resulting from their use of the Material and derivatives;
7. Unless otherwise indicated, copyright in all information or data (“Data”) supplied with the Material is owned by Repository and the Depositor of the material;
8. The Repository maintain retrievable records (in accordance with existing international standards) of the use and distribution of the material;
9. Repository receives; in good faith, the Material, as to the identity, safety, merchantability or fitness for any particular purpose of the Material or derivatives, or as to the accuracy or reliability of any Data supplied;
10. The Repository encourage the recipient of the Material to contact the Depositor of any activities not covered under the terms of this agreement, particularly pre-venture benefits sharing agreements;

I am satisfied with the terms & conditions above for eventual Material deposition:

Signed:

Name and Position:

Address:

Signing authority of the Repository:

Date:

Organization and Department:

E-mail :

Tel. Number:

Date:



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NON-COMMERCIAL MATERIAL TRANSFER AGREEMENT FOR DNA SAMPLES (Between the Repository and the Recipient)

The Microbial Genomic Resource Repository, NBAIM, Mau Nath Bhanjan (“Repository”) is bound by the National and International conventions, agreements and codes of practices called the Repository hereafter is particularly committed to the letter and spirit of the Convention of Biological Diversity (“CBD”) and expects its partners to act in a manner consistent with the CBD.

This agreement is designed to promote scientific research and exchange, whilst recognizing the terms on which Repository required the DNA material. Repository reserves the right not to supply any DNA material if such supply would be contrary to any terms attached to the said material and/or to the commitments of the Repository.

Repository will supply the material listed on the reverse of this agreement (“Material”) subject to the following terms and conditions:

1. The recipient may only use the Material or its derivatives for the common good in scientific research, education, and conservation;
2. The recipient shall not sell or distribute the Material or its derivatives for commercial purpose;
3. The recipient shall not transfer the Material or derivatives to any third party for any claimed purpose. Distribution of the material held in the Repository shall be done solely by the Repository;
4. The recipient shall not use the Material or its derivatives for any commercial application including the following:
 - Applying for, obtaining or transferring intellectual property rights or other tangible or intangible rights by sale or license or in any other manner;
 - Commencement of product development;
 - Conducting market research;
 - Seeking per-market approval;
 - Sale of any resulting product.
5. The recipient shall share fairly and equitably the benefits arising from their use of the Material and/or its derivatives in accordance with the National and International conventions, agreements and codes of practices especially outlined in the CBD.
6. The recipient shall acknowledge Repository, as holder and supplier, in all written or electronic reports and publication resulting from their use of Material and derivatives, and shall lodge a copy of all such publications and reports with Repository;
7. Unless otherwise indicated, copyright in all information or data (“Data”) supplied in the Material is owned by Repository or the Depository of the Material;
8. The recipient shall maintain retrievable records (in accordance with existing international standards) linking the Material to these terms of acquisition and to any accompanying Data provided by Repository;
9. Repository makes no representation or warranty of any kind, either express or implied, as to the identity, safety, merchantability or fitness for any particular purpose of the Material or derivatives, or as to the accuracy or reliability of any data supplied. The Recipient will indemnify Repository from any and all liability arising from the Material or derivatives and /or the Data and from their use or transfer, including any ecological damage. This agreement is governed by and shall be construed in accordance with the Indian law;
10. The recipient will contact Repository to request prior permission from Repository or where appropriate, from the depositor of the Material to Repository, for any activities not covered under the terms of this agreement.
11. The RECIPIENT shall use the Material for the following specific purpose:

12. In the case requested by the Depositor, the Recipient should obtain an approval from the depositor using the APPROVAL FORM.
13. The RECIPIENT shall bear the cost of shipping, handling, part of production and other expenses necessary for preparation and distribution of the Material for the RECIPIENT.
14. The Repository agrees with the access to the Material only to those co-workers and students who work for the purpose specified in Section above the direct supervision and responsibility of the RECIPIENT.
15. Nothing in this AGREEMENT shall be interpreted that the REPOSITORY grants the RECIPIENT any rights under any patents or other intellectual property, or licences there under with respect to the Material.
16. The RECIPIENT assumes all liability for claims against the RECIPIENT and the REPOSITORY by third parties relating to alleged infringement of any patent, copyright, trademark or other intellectual property rights, which may arise from the use, storage or disposal by the RECIPIENT of the Material, except for the case that the claim is caused by gross negligence or wilful misconduct of the REPOSITORY.
17. The RECIPIENT acknowledge that the Material delivered pursuant to this AGREEMENT may have defective, hazardous or faulty properties and may not necessarily fit for a particular purpose and that the RECIPIENT assumes all liability for any consequences resulting from the use by the RECIPIENT of the Material.
18. The RECIPIENT agrees that any handling or other activities undertaken in their laboratory with the Material shall be conducted in compliance with all applicable laws, regulations and guidelines. The RECIPIENTS shall, if necessary, take any steps or procedures to comply with legal requirements for handling of the Material.
19. Both parties shall discuss to enable amicable resolution of any accidents during shipment of the Material.
20. Where the RECIPIENT is in breach of this AGREEMENT, the Repository may request the Recipient to cease its subsequent use of the Material and other resources of the REPOSITORY.
21. Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the interpretation or performance hereof as well as the matters which are not expressing set forth in this AGREEMENT.
22. Any matter or dispute, which cannot be settled through said amicable discussion, shall be subject to the exclusive jurisdiction of Tokyo District Court, Japan. This AGREEMENT shall be governed in accordance with the laws of Japan. The RECIPIENT and the REPOSITORY and do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

I agree to comply with the condition above:

Signed by:
Name and Position:
Address:

Date:
Organization and Department:
E-mail:
Tel. Number:

Signing authority of the Repository:

Date:



**Microbial Genomic Resource Repository
(MGRR)**

NBAIM, Mau Nath Bhanjan, India



Submission Form (Data Sheet) for Microbial Genetic material

No.	_____
Accession data	_____
Date received	_____

Genomic DNA	Section A
Cloned DNA/Library	Section B
Others	Section C

(For office use only)

Basic Information of the Depositor:

Name of Depositor:

Institution/Organization:

Address:

Email:

Phone:

Mobile Phone:

Fax:

Section A: Please fill if GENOMIC DNA is to be deposited

Name of the microbe:

Family:

Taxonomic identification:

Culture collection Accession No.:

DNA Extraction procedure (enclosed separate sheet):

DNA dissolved in:

Concentration (ng/μl):

Importance of the microorganism

eg. Nitrifier, P-solubilizer, plant growth promoter:

Source material:

Clear from MTA (Material Transfer Agreement):

Yes/No/Can't say

Related publications, if any (please attach a copy):

Also Supplied

Genes/Vector/Primer/Clone/Plasmid/etc

(If yes, Gene Bank Accession No.:

Section B: Please fill if CLONED DNA/LIBRARY is to be deposited

Name of the microbial culture:
Taxonomic ID:
Gene bank Accession No.:
Preparation Procedure enclosed:
Importance of the microorganisms:
Source of the biological material:
Clear from MTA (Material Transfer Agreement) for Yes/No/Can't say
material:
Related publications if any (Please attach a copy):

Material	Inserted DNA
Name of clone _____	Name of gene _____
Type _____	Locus Symbol _____
Description _____	Chromosome location _____
Keyword _____	Organism _____
References _____	Description of insert DNA _____ genomic/cDNA
Gene bank Accession No _____	Size range _____
	Library, company _____

VECTOR

Vector (company):
Size:
Classification: plasmid/phage/cosmid/others ()
Cloning site:
Gene bank Accession No.
Genetic markers (Selection, reporter etc)
Host strain

GROWTH TEMPERATURE, MEDIUM AND ADDITIVES

Name of host :
Expression :
GM event check Done/not done :

Comments

I am / we are agreeing to all the terms and conditions mentions in the MTA.
I am / we are aware that the all the terms and conditions also apply to all my/our partners, students, co-workers and I shall be responsible for the same.

Signature of recipient **Date:** **Place:**

Signature of the competent authority **Date:** **Place:**

FOR THE OFFICE USE:

Submission accepted **Yes / No**

List attached **Yes / No**

User ID given _____

Signature of the Section In-charge

Signature of the Repository Authority



**Microbial Genomic Resource Repository
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NBAIM, Mau Nath Bhanjan, India**



REQUEST FORM

Basic Information of the Recipient

Name of Recipient:

Institution/Organization:

Address:

Email:

Phone:

Mobile Phone:

Fax:

Requested DNA:

Genus Name:

Species Name:

Accession No.:

Shipping Method: 1) Dry Ice shipping 2) Ice Pack shipping

In case of library, give details of the clones, replications etc.:

Background Information of Research Project

Project Name

Project PI

(Name) :

(Institute):

Project Description

Funding Agency

List of Collaborators/partners if any along
with their affiliations:

I am aware that all the terms and conditions also apply to all my partners, students, co-workers and I shall responsible for the same.

Agreed to all the terms and conditions mentioned in the MTA.

Signature of the recipient/s:

Date:

Place:

Signature of the authority:

Date:

Place:

FOR THE OFFICE USE:

Request approved

Yes/No

List attached:

Yes/No

User ID given:

Signature of the Section In-charge:

Signature of the Repository authority: