

MATERIAL TRANSFER AGREEMENT

1. The present Material Transfer Agreement (hereafter referred to as “MTA”) is a Material Transfer Agreement referred to in the check list of Elements for MTA (Annexure 2 of ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization, 2006) for exchange of seed and planting material / agricultural innovations / products / formulations / farm implements or equipments.

1.1 **This Agreement is between:**

**The Project Director
Directorate of Rice Research (DRR)
Rajendranagar, Hyderabad-500 030**

(a constituent of the Indian Council of Agricultural Research, Krishi Bhavan, Dr. Rajendra Prasad Road, New Delhi 110001) and **hereafter referred to as “Provider”**.

AND

which is a Public Sector organization/SAU/NGO/Private sector multinational company/Private Indian company and **hereafter referred to as “Recipient”**.

2. The mandate and/or general objectives:

2.1 The Provider 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.

2.2 The Recipient has the mandate of

The parties of the Agreement hereby agree as follows:

3. Definitions:

Recipient:

Public Sector organization/SAU/NGO/Private sector multinational company/Private Indian company.

4. Description of material:

Germplasm/Breeding lines/Parental Lines of hybrids/Released varieties/ Hybrids (as per the list attached) (*Please see the foot note for biological & non-biological material*).

5. Confidentiality:

Unless authorized in writing by the provider, the recipient will not provide to any third party, any material and/or of such information related to use of the material which is provided to the recipient by the “provider”.

6. Permitted uses of the material:

The recipient would use the material provided solely for research / breeding production / extension purpose and in case any further derivation has been effected, it is binding on the recipient to take prior informed consent (PIC) in writing received from the “provider” towards benefit sharing.

The recipient will not distribute the material to any other party without the prior approval from the provider.

7. IPR over the material, its products and/or derivatives.

- (i) The recipient shall not claim intellectual property rights over the materials received/accessed over its related information without prior informed consent in writing from the provider. The provider does not give any warranty to the recipient that the biological material will not infringe any patent or other intellectual property rights.
- (ii) The products developed from the material, derivatives thereof or their use shall not be commercialized without a written consent from the provider.
- (iii) It is to be understood that no right to a license is given or implied by this agreement.

8. Benefit sharing:

If the supplied material leads to any results / products worth commercialization, a separate memorandum of understanding (MoU) shall be entered between the provider and the recipient. The terms for benefit sharing may be both monetary and/or non-monetary as per Annexure 2 of ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization (2006) as outlined^a

9. Elements/Clauses that may survive beyond the MTA:

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.

^a Monetary benefits may include any one or more than one of the following:

Fees, UP-front payment, Milestone payment, Royalty payment, License fees in case of commercialization, Salaries and preferential terms where mutually agreed, Research funding, Joint ventures, Joint ownership of relevant IPRs etc.

Similarly non-monetary benefits include any one or more than any one of the following:

Sharing of research results, Collaboration, Cooperation and contribution in scientific/R&D programmes, Education and training, Participation in product development, Strengthening capacity for technology transfer. Institutional capacity building, Access to relevant scientific information including inventories and databases, Research directed towards priority needs, e.g. food and nutritional security, Joint ownership of relevant IPR.

10. Warranties:

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.

11. Transfer to Third Party.

The material provided will not be further distributed to others without prior informed consent in writing. The recipient shall refer any request for the material to the provider and based on negotiations on a case by case basis, the provider may give a third party MTA for sharing the material.

12. Compliance

The recipient would fully comply with all the requirements of the MTA. The recipient agrees to acknowledge the source of the material and give feed back of the material utilized. 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 DRR. 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.

13. Duration of Agreement:

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.

14. Notice for terminating the agreement:

The agreement can be terminated with a notice of 30 days, in cases where the material has not been physically transferred.

15. Dispute settlement:

In case of any dispute arisen, provision of arbitration will be made. Arbitrator will be appointed by DG, ICAR, New Delhi.

16. Choice of law/jurisdiction:

In the event of dispute Indian law would prevail and the jurisdiction would be Delhi High Court. The Material is provided conditionally on acceptance of the terms of this Agreement. The

DRR-MTA Form

provision of the Material by the provider and Recipient/s acceptance and use of the Material constitutes acceptance of the terms of this Agreement.

Agreed by the parties:

RECIPIENT	PROVIDER
Authorized Officer	Authorized Officer Dr. B.C. Viraktamath Project Director Directorate of Rice Research Rajendranagar HYDERABAD-500 030

Signature: (with seal)	Signature: (with seal)
Date:	Date:

Recipient Scientist/Person	Provider Scientist/Person
Name Designation Organization/Institute University Address:	Dr. N. Shobha Rani Principal Scientist & Head Crop Improvement Section Directorate of Rice Research Rajendranagar HYDERABAD-500 030.

Signature: (with seal)	Signature: (with seal)
Date:	Date: