MICROBIAL TYPE CULTURE COLLECTION AND GENE BANK
- An International Depository Authority - A National Facility
CSIR - Institute of Microbial Technology
Sector 39-A, Chandigarh – 160036, India
E-mail : head.mtcc.imt@csir.res.in; https://mtccindia.res.in/
Tel : +91-172-2690562, +91-172-2880151
+91-172-2880705

MATERIAL TRANSFER AGREEMENT FOR DISTRIBUTION/ TRANSFER OF BIOLOGICAL RESOURCE

RECIPIENT NAME (FIRST NAME/FAMILY NAME):

ORGANIZATION NAME:

ADDRESS:

The RECIPIENT shall follow the conditions as listed in this document hereinafter referred to as the MTA for use of the microbial strain or its derivatives which hereafter will be called as BIOLOGICAL RESOURCE.

The RECIPIENT shall use the biological resource designated as "_____" for the sole purpose of _____

The RECIPIENT will use the BIOLOGICAL RESOURCE as per the conditions set by the DEPOSITOR at the time of deposition of the same.

TERMS & Conditions

1) The recipient shall not use the received biological material for purposes other than that mentioned in the application form.
2) The recipient shall not transfer, resell or lend the received biological material to a third party.
3) This document does not confer on the recipient any intellectual property right/patent/license of the biological material.
4) Any infringement of intellectual property right /patent right or other right held by a third party onto the biological material will be sole responsibility of the recipient or his/her affiliated organization. Any kinds of damages need to be recouped by the recipient or affiliated organization.
5) The recipient should take the responsibility/liability for any hazards, defect, faulty properties of the recieved biological material which may arise or due to its application for a particular purpose.
6) The recipient shall handle the biological material as per the laws, treaties, regulations etc.
7) The recipient should acknowledge MTCC accession number for any publications arising out of the use of the biological material. MTCC may ask the RECIPIENT to send the progress report regarding use of the BIOLOGICAL MATERIAL.
8). The recipient shall not genetically modify the biological material for any kind of commercial

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application without the notice to the MTCC

9). Benefit of sharing the outcome of commercial exploitation of biological resource shall be as per Nagoya protocol.

10). The recipient willing to use the biological resource for the commercial application shall take prior approval from NBA (by filling the form I and payment of fee of INR. 1000 as per NBA guidelines)

11) The recipient may note that in some cases the DEPOSITOR might have placed some restrictions on commercial usage/intellectual property rights/patent of the biological material. Therefore, under such circumstances usage of the biological material has to be done through proper consultations between the recipient and MTCC. In case no terms and conditions are defined by the DEPOSITOR, the commercial usage of such BIOLOGICAL MATERIAL shall follow the guidelines, rules and regulations by National Biodiversity Authority (NBA).

9) In case of violation of this agreement the RECIPIENT shall cease to use the biological material and any other resources of MTCC.

10) Any issues arising out of this agreement not mentioned hereof will be amicably resolved between the recipient and MTCC as far as possible; if not shall be settled through laws of Govt. of India.

THE CURATOR (sign & date)
MICROBIAL TYPE CULTURE COLLECTION & GENE BANK
SECTOR-39A, CHANDIGARH, INDIA

RECIPENT DETAILS

Organization name: .....

Address (Present/Permanent) .....

Position held: .....

Signature with date: .....

Signature/stamp with date of authorized representative of the organization: .....