

MATERIAL TRANSFER AGREEMENT

Between

National Centre for Veterinary Type Cultures (NCVTC)

ICAR-National Research Centre on Equines, Hisar (hereinafter called NRCE)

(A constituent of the Indian Council of Agricultural Research (ICAR), 1, Dr Rajendra Prasad Road, Krishi Bhawan, New Delhi- 110 001)

And

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1. In reference to the request from Dr _____, vide email dated _____, _____ the NCVTC, NRCE agrees to transfer _____ to _____

2. The use of the material is limited to **the research/teaching purpose at _____**. Any deviations from the permitted use shall require a new prior informed consent/MTA with the NCVTC, NRCE. The Agreement also applies to variations of the Material. Place of performance will be the registered office of the sending institute. The Beneficiary will bear the shipping risk and cost. The Beneficiary acquires ownership of the Material after delivery.

3. The Beneficiary agrees to use the Material **in compliance with all applicable laws and ordinances, as well as any other applicable regulations and safety rules**. The Beneficiary ensures that it obtains all necessary authorization from the regulatory authorities and will submit it on request. Transfer of the Material or parts or variations thereof is permitted only if agreed upon in a separate agreement.

4. The NCVTC, NRCE shall not be liable for the fitness for use or for certain features of the Material. In addition the NCVTC, NRCE will not be liable for the harm due to use of the Material. Contamination of the Material cannot be generally excluded, although adequate care will be applied. Therefore the Beneficiary is obliged to observe and to comply with any information or measure of conduct amended in the Annex to this agreement.

Especially, the NCVTC, NRCE shall not be responsible for the Material's fitness for use for the intended purposes. The NCVTC, NRCE declares that it is not aware of rights of third parties that would limit the right to work with the Material for the said purposes.

The NCVTC, NRCE shall not be liable for damages caused by the Material or its use, even for gross negligence or willful acts.

The Beneficiary agrees to keep strictly confidential all information marked as confidential, even after expiration of the contract, and especially not to pass the information/Material on to third parties.

5. NCVTC, NRCE shall share the benefits* arising out of the transfer of Material. The part of revenue generated by the sale of products developed using the transferred Material will also be shared with the concerned scientists/staff of NCVTC, NRCE as per the prevailing rules and guidelines of ICAR, if the same is distributed amongst -----
-- employees.

The Beneficiary grants the NCVTC, NRCE the right of use of results for research purposes. This shall also include the right to use the results in research and development cooperation. All descriptions of the original Material in the declarations require the prior written consent of NCVTC, NRCE. Otherwise reference shall be made that the Material was provided by NCVTC, NRCE.

6. This agreement shall be governed by Indian law. Place of jurisdiction shall be the Delhi High Court. The directors of both parties shall endeavor to settle any dispute amicably before referring it to a court of law. In the event of any dispute or difference related to the interpretation and application of the provisions of this agreement, such dispute or difference shall be referred to by either party to the arbitration. The Arbitrator will be appointed by the Director General (ICAR).

7. Both contracting parties, NCVTC, NRCE and -----, shall be obliged to comply with the MTA.

8. The agreement will remain in force till the transferred Material shall be used for the intended purpose mentioned at SI No. 2 above.

[***Monetary benefits** may include anyone or more than one of the following; (i) Fees, (ii) Up-front payment, (iii) Milestone payment, (iv) Royalty payment, (v) Licence fees in case of commercialization, (vi) Salaries and preferential tenus where mutually agreed, (vii) Research funding, (viii) Joint ventures, (ix) Joint ownership of relevant IPRs, etc. Similarly, **non-monetary benefits** may include, (i) Sharing of research results, (ii) Collaboration, cooperation and contribution in scientific/R&D programmes, education and training, (iii) Participation in product development, (iv) Strengthening capacity for technology transfer, (v) Institutional capacity building, (vi) Access to relevant scientific information, including inventories and databases, (vii) Research directed towards priority needs, e.g. food and nutritional security, (viii) Joint ownership of relevant IPR.]41

Place and Date: _____

Place and Date: _____

For NCVTC, NRCE

For the beneficiary

Director

Annex to the Material Transfer Agreement

Declaration concerning measures of performance

The signing of the above mentioned agreement includes the obligation to adhere the following measures of performance:

By taking possession of the material the Beneficiary ensures to use the Material in compliance with all applicable laws and ordinances, as well as any other applicable regulations and safety rules. In general, contamination of Material cannot be excluded, although appropriate measures and tests and adequate care have been applied.

Place and Date: _____

Place and Date: _____

For NCVTC, ICAR-NRCE

For the beneficiary

Director