

Cell Line Deposit Form

**National Repository of Fish Cell Line
ICAR-National Bureau of Fish Genetic Resources
Lucknow, Uttar Pradesh-226002, India**

NRFC Use Only

Date of cell line received:

NRFC Accession No. with Date:

Person handled at NRFC:

Name of the Depositor(s):

Institute Affiliation of the depositor(s):

Telephone:

Fax:

Email:

Name and affiliation of originating investigator(s):

Name of the fish cell Line:

Fish tissue used in development:

Name (scientific) of the fish species:

Method of primary culture: Explant/ Enzymatic (Trypsin/ Collagenase/ Any other)/ Any other

Passage number at the time of deposition:

Date of origin of the cell line:

Maximum passage number at present the cell line maintained in depositor(s) lab:

Cell type/ morphology: Epithelial-like: Fibroblast: Lymphoblast:

Any other (please specify):

Whether the cell line has been characterized:

Yes

No

If cell line characterized, method of characterization (*viz.* karyotype, COI sequence etc. and attach result of the characterization):

Whether cell line deposited elsewhere:

Yes

No

If deposited elsewhere, please provide details:

Publication with respect to cell line (provide bibliography and attach reprints):

IPR details, if any:

Any other:

Cell line description:

Cell characteristics: Adherent/ Suspension

Ploidy level:

Other characteristics:

Limited lifetime *in vitro*:

Known contamination and pathogenicity:

Mycoplasma: Yes No Unknown

Viruses: Yes No Unknown

Other contaminant: Yes No Unknown

Is the material pathogenic? Yes No

If yes, please specify:

Cell Storage Condition:

Culture media used:

Cells number/density:

Split/ subculture ratio:

Cryopreservation media composition:

Other recommendations:

Recommended medium and sub-culture procedure:

(Including type and % serum, temperature, gaseous phase, optimal split ratio)

.....
.....

Have any additional supplements (including antibiotics etc.) been used until now?:

.....

If yes, give concentration of additional supplements:

I agree that this material is for deposit in NRFC. It may/will be examined for authenticity and sterility, and if accepted by the NRFC, batches will be made and distributed to the requester(s).

Date:

Signature of Depositor(s)

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Lucknow, Uttar Pradesh-226002, India**

Material Transfer Agreement (MTA)

PREAMBLE

Being signatory to the Convention on Biological Diversity, 1993¹ (CBD), the Government of India enacted the Biological Diversity Act, 2002 (BDA), hereinafter referred to as BDA, 2002, and notified the Biological Diversity Rules, 2004. The access to biological resources of India is now regulated by BDA, 2002.

Whereas, the ICAR-National Bureau of Fish Genetic Resources (NBFGR), Lucknow, under the aegis of Indian Council of Agricultural Research², hereinafter called ICAR, have the mandate for cataloguing, characterization, conservation, evaluation and exchange of fish genetic resources (GR) in a network mode. The Bureau encourages the researchers in the country to make use of germplasm for their effective utilization. Reiterating the fact that GR are the essential raw materials for all improvement programmes and, hence, extremely important for food and nutritional security, and their exchange and utilization need to be promoted in accordance with the national laws and regulations and in compliance with the international agreements.

Emphasizing the fact that the purpose of supply of GR under this agreement would be solely for research and no deviation from the proposed objectives is permitted. Access shall be provided for the germplasm available with the National Agricultural Research System (NARS), which is duly designated by concerned institute/ National Active Germplasm Sites (NAGS). Such exchange shall be done under the conditions of the following Material Transfer Agreement (MTA). The private entities falling under Section 3(2) of BDA, 2002³ can access germplasm after signing the MTA, subject to approval of National Biodiversity Authority (NBA)⁴.

MTA agreed between

The Designation of Authorized Signatory (like Director/ Principal/ Dean etc.):

Full Address:

Being the First Party, hereafter referred as 'Depositor' of the fish cell line(s)

And

The Director, ICAR-National Bureau of Fish Genetic Resources (NBFGR), Lucknow, Uttar Pradesh a constituent of Indian Council of Agricultural Research (ICAR), Krishi Bhawan, New Delhi-110001, (which shall include its successors or assignees) being the Second Party, hereafter referred as 'Recipient' of the fish cell line(s).

Description of the material:

| S.N. | Cell line name | Fish Species & Tissue | Quantity | Possible use(s) of fish cell line |
|------|----------------|-----------------------|----------|-----------------------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

I/ We agree to abide by the following terms of the MTA and certify that:

- i) The National Repository of Fish Cell Line (NRFC) at ICAR-NBFGR, Lucknow, Uttar Pradesh, established with financial support from DBT and maintained by ICAR-NBFGR, is a fish cell line repository. The objectives of the repository is to: i) to develop/ obtain fish cell lines from original developers, ii) to characterize fish cell lines using molecular and cytogenetic markers, iii) to cryopreserve and maintain the fish cell lines, and iv) to distribute the cell lines to the requester(s) as per the guidelines of ICAR/NBA/Government of India.
- ii) The First Party shall deposit the fish cell line(s) developed by them to NRFC for maintenance and distribution of the fish cell lines on request.
- iii) The First Party allows NRFC to distribute the fish cell line to users (i.e. Third Party) on their request on a minimal handling/ processing charges with no profit no loss basis. The depositor shall not claim any share in the handling/ processing charges. The NRFC, ICAR-NBFGR Lucknow will provide information of the cell line supplied to Third Party, when the depositor will demand. The depositor shall also keep track record of the uses of their cell lines by the Third Party.
- iv) Access to GR protected by intellectual and other property rights shall be consistent with the extant national laws⁵.
- v) The intellectual property protection or benefit sharing in respect of derivatives of the material(s) received / accessed, wherever applicable, shall be as per the Biological Diversity Act, 2002 and Guidelines on ABS Regulations, 2014⁸.
- vi) The MTA is non-assignable and non-transferable.
- vii) Every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof, shall be amicably settled between the parties. In case the same is not amicably settled, the dispute shall be referred to the Sole Arbitrator to be appointed by the Secretary DARE, Government of India. The decision of the Sole Arbitrator shall be final and binding on the parties. The seat of the Arbitration shall be at New Delhi, India and the proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time and the substantive Indian Law will apply.

Agreed and Accepted (To be signed in duplicate)

| Depositor | Recipient |
|--|--|
| Name: | Name: |
| Designation: | Designation: |
| Institution/ Organization with full address: | Institution/ Organization with full address: |
| Phone/ Fax: | Phone/Fax: |
| E-mail: | E-mail: |
| Signature: | Signature: |
| Date: | Date: |

| Authorized Institutional Official from Depositor Organization | Authorized Institutional Official from Recipient Organization |
|--|--|
| Name: Designation: Institution/ Organization: Full Address: Phone/Fax: E-mail: Signature: Date Official Seal | Name: Designation: Institution/ Organization: Full Address: Phone/Fax: E-mail: Signature: Date Official Seal |

¹ Convention on Biological Diversity signed at Rio de Janeiro vide NA92-7807. Dated 5th June. 1992 and came into force on 29th December, 1993 (<http://www.cbd.int/>).

² <http://www.icar.org.in/cn/node/325>

³ Entitles listed at Section 3 (2) of Biological Diversity Act: (a) a person who is not a citizen of India; (b) a citizen of India, who is a non-resident as defined in clause (30) of section 2 of the Income tax Act, 196 I: (c) a body corporate, association or organization- (i) not incorporated or registered in India: or (ii) incorporated or registered in India under any law for the time being in force which has any non-Indian participation in its share capital or management.

⁴ National Biodiversity Authority established under sub-section I of section 8. BDA. 2002

⁵ Patent Act 2005. The Protection of Plant Varieties and Farmers' Right, Act, 2001

⁶ ICAR (2006). ICAR Guidelines for Intellectual Property Management and Technology Transfer/ Commercialization, Indian Council of Agricultural Research, New Delhi.

⁷ Guidelines for International Collaboration Research Projects involving Transfer or Exchange of Biological Resources or information relating thereto between institutions including Government sponsored Institutions and such Institutions in other countries S.O.1911 (E) dated 08.11.2006

⁸ Guidelines on Access to Biological Resources and associated Knowledge and Benefit Sharing, 2014.

DEFINITIONS

In this Agreement, the expressions set out below shall have the following meaning:

"First Party" means the provider of the material under the MTA

"Germplasm" means, whole plant, animal, insect, fish, fungi, microbes or in parts, and their propagules including seeds, vegetative parts, tissue cultures, embryo, ova, semen, spawn, colonies, cultures, cell lines, genes and DNA based sequences etc. that are held in a repository or collected from wild as the case may be and are utilized in research, genetic studies or breeding programmes for improvement of relevant agricultural biodiversity component.

"Genetic Material" means any material including reproductive and vegetative propagating material, containing functional units of heredity.

"Genetic Resources" means any genetic material of actual or potential value,

"Product" means genetic resource that incorporates the material provided under the MTA or any of its genetic part or components that are ready for commercialization.

"Second Party" means the recipient, material under the MTA

"Third Party" means recipient of the material from the Second party

"To commercialize" means to sell a product or Products for monetary benefits in the open market, and "commercialization" has a corresponding meaning.

Acronyms

BDA: Biological Diversity Act.

CBD: Convention on Biological Diversity

DARE: Department of Agricultural Research and Education, New Delhi

DBT: Department of Biotechnology, Ministry of Science and Technology, New Delhi

DNA: Deoxyribonucleic Acid

ICAR: Indian Council of Agricultural Research, New Delhi

IPR: Intellectual Property Rights

MTA: Material Transfer Agreement

NBFGR: ICAR-National Bureau of Fish Genetic Resources, Lucknow, Uttar Pradesh.

Annexure

1. List and Description of the GR provided under this Material Transfer Agreement:
2. Type of Genetic Resource (Plant/animal/Fish/insect etc.): Fish Cell lines
3. Common name and scientific name: As mentioned in the list
4. Type of propagule (depending on type of resource): Not applicable
5. Number of Accessions: As mentioned in the list
6. Quantity required (per accession /per sample):NA
7. Purpose (screening/breeding/ evaluation/augmentation/multiplication/others (please specify):
8. Enclose a copy of approval of NBA (if applicable):