**National Repository of Fish Cell Line**

ICAR-National Bureau of Fish Genetic Resources

Canal Ring Road, P.O.: Dilkusha Lucknow, Uttar Pradesh-226002, India

**Cell Line Request Form**

Name & Designation of requester:

Full Address with contact details (Phone, Fax, email etc.):

**Institute/Organization** **Activity**

* Govt. Central € Research
* Govt. State € Training
* Govt. Autonomous € Public Health
* Public € Pharmaceutical
* Private € Production
* Any other (please specify): € Any other (please specify):

**Details of the cell line(s) needed:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. No.** | **Cell line(s) Name** | **NRFC Code/ Accession No.** | **Quantity** | **Research purpose of taking cell line** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |

**Note:**

1. Please send duly filled and signed request form and MTA. The documents can be sent as scanned copy through mail and followed by post hard copy.

If your organization plans to obtain cell line(s) from NRFC, duly filled and signed Request Form and MTA need to be surface mailed to:

The Director

ICAR-National Bureau of Fish Genetic Resources

Canal Ring Road, Near Telibagh, P.O. Dilkusha Lucknow Uttar Pradesh, India

Phone: 91-0522-2442440/41

Fax: 91-0522-2442403.

1. In case of Research Student/ Fellow, request should come from Guide of the student/ Principal Investigator of the Project/ and signed by Head of Department/ authorized signatory of the organization.

a. The above include cells will be handled with precaution in appropriate biosafety facility.

1. Accept full responsibility while procuring, processing and handling of the above stated material supplied by NRFC, ICAR-NBFGR, Lucknow, and will not hold the originator(s)/ depositor(s)/ supplier(s) of the cell line(s)/ NRFC responsible for any injury (including injuries resulting in death), damage or loss that arise from the use of the above stated cells or their progeny.
2. The recipient organization (Name………………………………………) undertakes fulfil all the responsibilities in accordance to Biological Diversity Act 2002 as stipulated by National Biodiversity Authority (NBA) and material transfer agreement (MTA).

Signature and name of the requester

with date:

Signature with name and seal of

Head of the Department with date:

Signature with name, and seal of the

Institutional Authority with date:

For use at NRFC ICAR-NBFGR, Lucknow

This request from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is

1. National demand and the cell line is available for fulfilment.

Or

1. International demand the cell line is available for fulfilment after the approval of NBA or competent authority of collaborative project/Implementing departments

Signed by

I/C NRFC Director

ICAR-NBFGR ICAR-NBFGR, Lucknow

**Material Transfer Agreement for Research Use (International Organizations) for Public and Private Entities**

**PREAMBLE**

Being signatory to the Convention on Biological Diversity, 19931 (CBD), the Government of India enacted the Biological Diversity Act, 20022 (BOA) hereinafter referred to as BOA. 2002 and notified the Biological Diversity Rules, 2004. Access to genetic resources from India is now regulated by BOA, 2002. Reiterating the fact that genetic resources (hereinafter referred to as GR) are the essential raw material for all genetic improvement programmes and facilitating their exchange would promote their use in developing better diversity aimed at ensuring food and nutrition security.

The purpose of transfer of GR here is only for research. This MTA shall be executed by Indian Council of Agricultural Research (hereinafter referred to as ICAR)/ Department of Agricultural Research and Education (DARE), Ministry of Agriculture and Farmers Welfare, Government of India for transfer of GR covered under International Collaborative Research Programmes Projects, as per the provisions of Section 5 of BDA, 2002 and its Guidelines notified by Ministry of Environment, Forest and Climate Change (MoEFCC), S.O.1911 (E)3.

**MT A agreed between**

Head of the Institute with address that is **Director, ICAR-National Bureau of Fish Genetic Resources, Canal Ring Road, P.O.: Dilkusha, Near Telibagh, Luknow-226002 Uttar Pradesh, India**), a constituent of **ICAR, Krishi Bhawan, New Delhi-110001**, a society registered under the Societies Registration Act (Act XX1 of 1860) which shall include its successors or assignees) being the **First Party** and hereafter referred as (Provider of the Material)

**And**

Head of the *Institute with address*. .............................................................................................. ........................................................... ………………………………………… Being the **Second Party** (Recipient of the Material)

**Description of the material (As given below):**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. No.** | **Cell line(s) Name** | **NRFC Accession Code/ Accession No.** | **Quantity** | **Purpose of taking cell line** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |

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

1. The germplasm material (GR) the cell line/lines, transferred as mentioned herein as above shall be used only for the purpose of research under my/our close supervision and shall not be used for commercial purposes or for profit making whatsoever. The germplasm material accessed shall not be used for chemical, pharmaceutical and or other non-food/feed and industrial uses.
2. All information and material supplied by First Party shall be made available to the recipient in confidence. The recipient agrees to maintain the confidential status of the material and the information.
3. The Recipient shall not claim any intellectual property or other rights on the
material provided under this agreement 'in the form received'.
4. Access to GR protected by intellectual and other property rights shall be consistent
with the extant national laws4,5.
5. 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 Regulation, 20144,
6. Permission shall be sought from Director ICAR-NBFGR, Lucknow through ICAR/ DARE (First Party), if the accessed germplasm is intended to be transferred to any third party for commercial utilization.
7. Permission from National Biodiversity Authority (NBA) shall be sought through ICAR/ DARE (First Party), if the accessed germplasm is intended to be transferred to any third party for commercial utilization.
8. The recipient also agrees not to claim any intellectual property right over the
products derived from the material received, including its related information and knowledge without prior written approval of the NBA, India through ICAR/DARE (First party).
9. Commercialization of any product based on this material shall be undertaken with
the prior approval of National Biodiversity Authority6 (NBA). Such permission
shall be sought only through ICAR (First Party)/ DARE Government of India. For
commercialization, a separate Memorandum of Agreement (MoA) shall have to be
entered into with conditions of mutually agreed benefit sharing with the owner
developer of the material as per ICAR 6 /NBA Guidelines7,8.
10. The cell line data sheet to be supplied along with the cell line will be part of MTA. The recipient agrees to acknowledge explicitly the name, original identity and
source including cell line developer citation as well as cell line provider (Cell line Acc. No. and ICAR-NBFGR, NRFC) in all publications brought out from the work carried out from the accessed material.
11. The recipient agrees to supply feedback information on the performance/ utilization research outcome of the material to the provider depending on crop on a seasonal/ yearly basis whatever applicable.
12. The recipient agrees to pay handling and processing charges for material received as decided on case-to-case basis.
13. On completion/ suspension/ termination of the research involving, the material
accessed, wherever available shall be conserved by adopting suitable measures including deposition with the supplier.
14. The MTA is non-assignable and non-transferable.
15. 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.
16. In case of misuse/transfer of material by the recipient and use other than intended
purpose, as stated under Clause (i) of MTA, the recipient shall be liable for
penalties as defined under Section 55 of BDA, 2002.

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1Convention on Biological Diversity signed at Rio de Janerio vide NA92-7807. dated 5th June. 1992 and came into force on 29thDecember. 1993 (http://www.cbd.int/)

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

3Entitles 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

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

7Guidelines 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

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

**Agreed and Accepted**
(To be signed in duplicate)

|  |  |
| --- | --- |
| **RECIPIENT**  | **PROVIDER**  |
| Name:  | Name: Dr. Basdeo Kushwaha |
| Designation:  | Designation: Principal Scientist, and I/C NRFC, ICAR-NBFGR |
| Institution/ Organization:  | Institution/ Organization: ICAR-National Bureau of Fish Genetic Resources  |
| Full Address with PIN Code:  | Full Address with PIN Code: ICAR-National Bureau of Fish Genetic Resources, Canal Ring Road, P.O.: Dilkusha, Lucknow-226002, U.P. India |
| Phone/ Fax/ E-mail:  | Phone/ Fax/ E-mail: basdeo.kushwaha.icar.gov.in |
| Signature:  | Signature:  |
| Date:  | Date:  |
| Authorized Institutional Official  | Authorized Institutional Official  |
| Name:  | Name : Dr. Uttam Kumar Sarkar |
| Designation:  | Designation: Director |
| Institution/ Organization:  | Institution/ Organization: ICAR-National Bureau of Fish Genetic Resources |
| Full Address with PIN Code:  | Full Address with PIN Code: ICAR-National Bureau of Fish Genetic Resources, Canal Ring Road, P.O.: Dilkusha, Lucknow-226002, U.P. India |
| Phone/ Fax/ E-mail: | Phone/ Fax/ E-mail: director.nbfgr@icar.gov.in |
| Signature:  | Signature:  |
| Date:  | Date:  |
| Official Seal  | Official Seal  |

 **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 line(s), 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 or the product developed using the material provided that is cell line(s).

“**Accession”** means any distinguishable cell line(s) developed from a tissue of a fish species representing a species/hybrid stock, breeding line or a population, which is maintained in the repository (NRFC) for conservation and use”

“**NRFC** **Accession code or Accession number”** means a unique identifier assigned to an accession, when it is registered with the NRFC repository. This number is never assigned again to another accession even after loss of the accession

**"Second Parry"** 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 developed using the material provided that is cell line(s) for monetary benefits in the open market, and "commercialization" has a corresponding meaning.

**Acronyms**

BDA: Biological Diversity Act

CBD: Convention on Biological Diversify

DARE: Department of Agricultural Research and Education

DNA: Deoxyribonucleic Acid

ICAR: Indian Council of Agricultural Research

IPR: Intellectual Property Rights

MTA: Material Transfer Agreement

**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):As mentioned in the list in 25sq.cm cell culture flask containing individual cell line
7. Purpose (screening/breeding/ evaluation/augmentation/multiplication/others (please specify):
8. Enclose a copy of approval of NBA (if applicable):