

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

Cell Line Request Form

Name & Designation of requester:

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

Institute/Organization

- Govt. Central
- Govt. State
- Govt. Autonomous
- Public
- Private
- Any other (please specify):

Activity

- Research
- Training
- Public Health
- Pharmaceutical
- Production
- Any other (please specify):

Details of the cell line(s) needed:

S.N.	Cell line(s) Name	NRFC Code	Quantity	Research purpose of taking cell line
1.				
2.				
3.				
4.				

Note:

1. 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, Telibagh, Lucknow Uttar Pradesh, India
Phone: 91-0522-2442440/41
Fax: 91-0522-2442403.
2. In case of Research Student/ Fellow, request should come from Guide of the student/ Principal Investigator of the Project/Head of Department.

List of facilities available for handling cultures (including biosafety containment facility):

1. I/We grant permission for inspection of the facilities, if asked/required, of handling cultures, laboratories by the Member of Biosafety and Ethical Committee appointed by NRFC. We confirm that above stated cells will be handled with precaution in appropriate biosafety cabinet facility which is available in the Laboratory.
2. We 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.

Signature and name of the requester with date:

Signature, name and seal of the Head of the Department with date:

Name, signature and seal of the Institutional Authority with date:

Material Transfer Agreement (MTA) for Research Use within Country for Public and Private Entities

MTA Agreed between

The Director, ICAR-National Bureau of Fish Genetic Resources (NBFGR), Lucknow, Uttar Pradesh 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 Institution with full address

being the Second Party and hereafter referred as 'Recipient Organization of the Material'

Details of the cell line(s):

S.N.	Cell line(s) Name	NRFC Code	Quantity	Research purpose of taking cell line
1.				
2.				
3.				
4.				

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

- i) The germplasm material (Fish Cell lines as described above) and associated knowledge transferred herein as listed above or in Annexure shall be used only for the purpose of research under my/ our close supervision and will not be used for commercial purposes or for profit making whatsoever. The germplasm material (Fish Cell lines) accessed shall not, be used for chemical, pharmaceutical and/ or other non-food/feed, industrial uses.
- ii) All the information and the material supplied by ICAR shall be made available to the recipient in confidence. The recipient agrees to maintain the confidential status of the material and the information.
- iii) The Recipient shall not claim any intellectual property or other rights on the material provided and associated information under this agreement 'in the form received'.
- 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) Permission shall be sought from Director, ICAR-NBFGR, Lucknow (Material Provider), if the

- accessed cell line is intended to be transferred to third party for research purpose(s).
- vii) Permission from National Biodiversity Authority (NBA) shall be sought through ICAR/Department of Agricultural Research and Education (DARE), Ministry of Agriculture and Farmers Welfare (MoAFW), Government of India, if the accessed germplasm is intended to be transferred to any third party for commercial utilization.
 - viii) The recipient shall not claim any intellectual property right over the products derived from the material accessed including its related information and knowledge without prior written approval of the NBA, India.
 - ix) Commercialization of any product(s) based on this material shall be undertaken with the prior approval of NBA/concerned State Biodiversity Boards (SBBs). Such permission shall be sought only through ICAR/ DARE. A separate Memorandum of Agreement (MoA) shall have to be entered into with conditions of mutually agreed terms for benefit sharing with the owner/ developer of the material as per ICAR⁶ and NBA Guidelines^{7,8}.
 - x) The recipient agrees to acknowledge explicitly the name, original identity and source including NRFC in all publications brought out from the work carried out from the accessed material.
 - xi) The recipient agrees to supply the feedback information on the performance/ utilization research outcome of the material to the provider institute depending on crop on a seasonal/yearly basis whatever applicable.
 - xii) The recipient agrees to pay the handling and processing charges for material received/accessed as decided on case-to-case basis.
 - xiii) On completion/ suspension/ termination of the research involving, the material accessed, wherever available shall be conserved adopting suitable measures including deposition with the supplier.
 - xiv) The MTA is non-assignable and non-transferable.
 - xv) 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.
 - xvi) In case of misuse/transfer of material by the recipient and use other than intended purpose, as stated under Clause (ii) of MTA. The recipient shall be liable for penalties as defined under Section 55 of BDA. 2002.

Agreed and Accepted (To be signed in duplicate)

Material Provider	Material Recipient
<p>Name: Dr. Basdeo Kushwaha Designation: Principal Scientist Institution/ Organization: ICAR-NBFGR Full Address: ICAR-NBFGR, Canal Ring Road, P.O. Dilkusha, Telibagh, Lucknow-226002</p> <p>Phone/ Fax: (0522) 2441735 E-mail:nrfcnbfgr@gmail.com</p> <p>Signature: Date:</p>	<p>Name: Designation: Institution/ Organization: : Full Address:</p> <p>Phone/Fax: E-mail:</p> <p>Signature: Date:</p>
Authorized Institutional Official from ICAR-NBFGR (Provider of the Material)	Authorized Institutional Official from Recipient Organization
<p>Name: Dr. Kuldeep K Lal Designation: Director Institution/ Organization: ICAR-NBFGR Full Address: ICAR-NBFGR, Canal Ring Road, P.O. Dilkusha, Telibagh, Lucknow-226002</p> <p>Phone/Fax: (0522) 2441735 E-mail: director@nbfgr.res.in</p> <p>Signature: Date</p> <p>Official Seal</p>	<p>Name: Designation: Institution/ Organization: Full Address:</p> <p>Phone/Fax: E-mail:</p> <p>Signature: Date</p> <p>Official Seal</p>

¹Convention 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>

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, 1961; (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.

⁴National Biodiversity Authority established under sub-section 1 of section 8. BDA. 2002

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

⁶ICAR (2006). ICAR Guidelines for 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.

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

GR: Genetic Resources

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, U.P.

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):
7. Purpose (screening/breeding/ evaluation/augmentation/multiplication/others (please specify):
8. Enclose a copy of approval of NBA (if applicable):