



കേരളം കേരल KERALA

BT 797331

MATERIAL TRANSFER AGREEMENT

1. THE AGREEMENT

1.1 THIS AGREEMENT is made and entered into on this 5th day of February 2019.

BETWEEN

1.2 Central Plantation Crops Research Institute, Kasaragod, a constituent unit of the Indian Council of Agricultural Research, KrishiBhavan, 1, Dr. Rajendra Prasad Road, New Delhi-110001 hereinafter referred to as Institute or ICAR-CPCRI represented by its authorized representative as the FIRST PARTY.

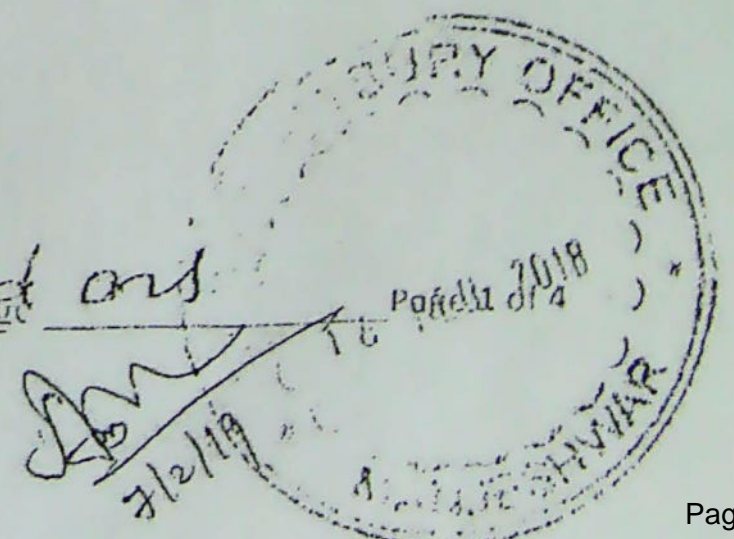
AND

1.3 Vimal Jyothi Engineering College, Jyothi Nagar, Chemperi, Kannur - 670632, Kerala represented by its authorized representative as the SECOND PARTY

Handwritten signature and date: 2/2/19 21681

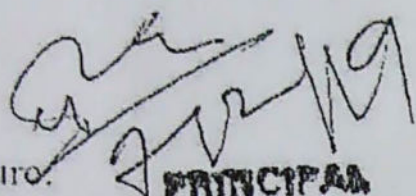

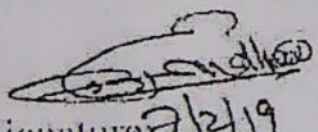
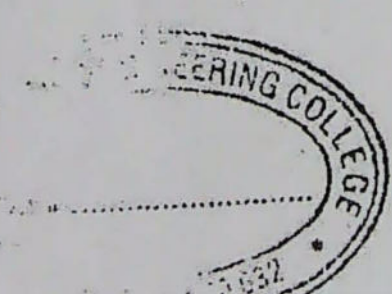
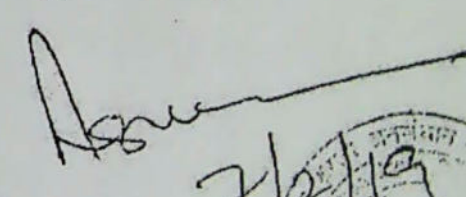

ICAR-CPCRI
 Vimal Jyothi Engineering College
 Kasaragod
 P. P. PHENALATHA KASARAGOD

Handwritten text: one hundred only



I/We Vimal Jyothi Engineering College, Jyothi Nagar, Chemperi, Kannur - 670632, Kerala agree to abide by the following terms of the MTA and certify that:

- i) The germplasm MATERIAL (S) / (Bacteria - *Bacillus subtilis*) transferred herein as above shall be used only for the purpose of research under my/our direct/close supervision and will not be used for commercial purposes or profit making whatsoever, without prior written approval of the ICAR-CPCRI, Government of India as the case may be. The importer/recipient (Second party) agrees to provide a concept note of research project in which the MATERIAL(S) (Bacteria - *Bacillus subtilis*) will be used, including the manner in which to be used. The importer/recipient (second party) agrees to cease any use of the material in case of suspension of research project at the instance of either party or due to factors beyond the control of either party. Upon such suspension of further research work, both parties will mutually agree for adopting a suitable provision for their preservation. In case of failure of the parties to arrive at an agreement, the materials including derivatives will be destroyed upon 90 days notice from ICAR-CPCRI.
- ii) All information and material supplied by ICAR-CPCRI shall be deemed to have been disclosed or provided to the recipient in confidence. The recipient agrees to preserve the confidential status of the material and information.
- iii) The germplasm MATERIAL(S) / Bacteria (*Bacillus subtilis*) or its (their) part(s), components or derivatives (including live or dead cells/Bacteria (*Bacillus subtilis*)/DNA) that can be used to retrieve whole DNA/fragment or sequence or any other genetic information shall not be distributed or transferred to any third country/party, except those directly engaged in research under direct supervision of the recipient (second party), with prior written approval of the ICAR-CPCRI, Government of India as the case may be.
- iv) Any development of commercial product based on research on genetic improvement shall not be undertaken without written consent of ICAR-CPCRI, Government of India as the case may be. Modalities of undertaking any such work will be worked out before its conduct.
- v) If any third country/party is to be associated with any commercial development arising out of the microbial germplasm accessed, permission from ICAR-CPCRI shall be sought.
- vi) The recipient agrees to acknowledge explicitly the name, original identity and source of the material, if used directly or indirectly, in all research publication(s)

AGREED RECIPIENT	PROVIDER
<p>Authorised Officer's Name: Dr. Benny Joseph</p> <p>Designation: Principal</p> <p>Organization/Institute/University Address: Vimal Jyothi Engineering College, Jyothi Nagar, Chemperi, Kannur - 670632, Kerala</p> <p>Signature:  Date: 7/2/19</p> <p>PRINCIPAL VIMAL JYOTHI ENGINEERING COLLEGE CHEMPEAL - 670 632</p>	<p>Authorised Officer's Name: Dr. Anitha Karun</p> <p>Designation: Director</p> <p>Organization/Institute/University Address: Central Plantation Crops Research Institute, Kudlu (P.O), Kasaragod - 671124</p> <p>Signature:  Date: 7/2/19</p> <p>കാർഷിക നിയോജക Acting Director ബി.കെ.എ.പി.കേന്ദ്രീയ രാഷ്ട്രീയ കസല അനുസ്മരണ സഞ്ചാലന ICAR Central Plantation Crops Research Institute കുടലു പാറ്റ്, കസറഗോഡ് - 671124, കേരള Kudlu P.O., Kasaragod-671124, Kerala</p>
<p>Recipient Scientist/Person's Name: Mr. Biju Mathew</p> <p>Designation: Associate Professor & Head Department of Civil Engineering</p> <p>Organization/Institute/University Address: Vimal Jyothi Engineering College, Jyothi Nagar, Chemperi, Kannur - 670632, Kerala</p> <p>Signature:  Date: 7/2/19</p> <p></p>	<p>Provider Scientist/Person's Name: Dr. Alka Gupta</p> <p>Designation: Principal Scientist (Microbiology) Division of Crop Production</p> <p>Organization/Institute/University Address: Central Plantation Crops Research Institute, Kudlu (P.O), Kasaragod - 671124</p> <p>Signature:  Date: 7/2/19</p> <p></p>

DEFINITIONS

Extract from Section 3(2) of BDA -2002-

- 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 (43 of 1961);
- c) A body corporate, association or organization-
 - (i) not incorporated or registered in India under any law for the time being in force
 - (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.

or other publications, such as, monographs, bulletins, books, etc. and shall send a copy of each of the publications to the ICAR-CPCRI.

- vii) The recipient agrees to supply the feedback information on the performance/utilization/research outcome of the material(s) to the ICAR-CPCRI.
- viii) The recipient agrees not to claim any intellectual property right over the MATERIAL(S) / Bacteria (*Bacillus subtilis*) received including its related information and knowledge without prior written approval of the ICAR-CPCRI, Government of India as the case may be.
- ix) The intellectual property protection or benefit sharing in respect of derivatives of the material(s) / Bacteria (*Bacillus subtilis*) received/accessed, where applicable, shall be as per the Indian IPR/Biodiversity laws.
- x) The recipient agrees to hold the entire responsibility for the quarantine/SPS clearance of the material accessed as specified herein above. The recipient shall abide by the biosafety guidelines of Not Applicable (Name of the importing country/organization) and shall not hold ICAR-CPCRI, Government of India responsible for any identity/quality/viability/ purity/quarantine/biosafety related or any other related matter/hazard that may be attributable to the release of genetic material/resource accessed as specified in this Agreement. The recipient agrees to hold entire responsibility for the importer/ indenting country's biosafety and other related hazards due to release of genetic material. The recipient agrees waive all claims against ICAR-CPCRI, Government of India and to defend and indemnify them from all claims and damages/recoveries arising from the use, storage or handling of the material.
- xi) The recipient also agrees that the material is for experimental use and is being supplied without any warranties, whatsoever.
- xii) The MTA is non-assignable and non-exclusive. The recipient agrees to abide by any other conditions that may be set in and conveyed to them from ICAR-CPCRI in respect of this germplasm access/exchange or any Law, Rules, Regulations, etc. enacted by Government of India from time to time.
- xiii) In case of any dispute between the parties to this MTA, 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 Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be in New Delhi.

