

To

The Director
Central Sericultural Germplasm Resources Centre (CSGRC)
Central Silk Board
P.B. No. 44, Thally Road
Hosur – 635 109
Krishnagiri District
Tamil Nadu
Ph. 04344 – 222013, 220698; Fax : 04344 – 220520
e.mail : csgrchos.csb@nic.in, csgrchosur@gmail.com



Requisition for supply of seed/planting material for research from/through CSGRC, Hosur

1. Details of seed/planting material required for research

Sl. No.	Variety Name	Scientific Name	Accession Number (IC/EC)	Required Quantity	Purpose (Screening/breeding/ evaluation /augmentation/ multiplication /others [mention details])

2. Thesis / Project title for which request is made(name the funding agency)

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3. Objective/Activity for utilization of indented material : (Please attach sheet if required):

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4. Material Transfer Agreement(enclosed): Yes/No

5. Feedback report submitted on germplasm received earlier (if applicable) : Yes/No

6. Have you or your Institute developed any variety based on germplasm supplied by CSGRC? Yes/No
(If yes, please let us know the details)

7. If required by CSGRC, will you be able to supply multiplied material of the above mulberry accessions in sufficient quantity for conservation: Yes/No

8. Signature of the indentor:

Name : Designation

Address of the Institute

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Phone (with STD code)M, Fax, e-mail

9. Signature of the Competent Authority with seal :
(PI/Head of the Department/Director of the Institute)

Material Transfer Agreement

Central Sericultural Germplasm Resources Centre Central Silk Board, Thally Road, Hosur – 635 109

Agreed between

Central Sericultural Germplasm Resources Centre, Central Silk Board, Hosur – 635109 under Ministry of Textiles, Govt. of India being the first party (Provider of the Material)

And¹

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Being the Second Party (Recipient of the Material)

For the Supply/Exchange/Transfer of Genetic Resources for Sericulture / Germplasm / Genetic Material / Genetic Components for Research²

- Within India, not covering persons as described in Section 3(2) of the Biological Diversity Act, 2002 (18 of 2003) (BDA).
- Within India, wholly or partly covering persons as described in Sec. 3(2) of BDA.
- Outside India, with Members of the International Treaty for Food and Agriculture 9ITPGRFA), and wholly or partly covering persons as described in Sec. 3(2) of BDA.
- Outside India, with Non-Members of ITPGRFA, and wholly or partly covering persons as described in Sec. 3(2) of BDA.

AS follows:

Recipient Name	
Recipient Institution/Organisation/ Agency/Centre	
Recipient Full address with PIN code	
Phone number	
Fax	
E-mail	
Nature of activities	
Germplasm material (specify) ³	
Supply made through	CSGRC
For official use of supplier	<ol style="list-style-type: none"> 1. Germplasm Identity (Species name, common name, etc.) 2. Accession Number 3. Short description of the material 4. Passport data

¹ Mention Name and address of the Second Party

² Tick mark the appropriate box

³ Specify the type of material involved for supply/transfer e.g. cuttings, saplings, leaf samples, tissue culture , DNA etc.

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

- i) The germplasm MATERIAL (S) 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 whatever, without prior written approval of the NBA⁴/MoEF⁵/DARE⁶/ICAR⁷, 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) 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, 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 CSGRC.
- ii) All information and material supplied by CSGRC 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) or its (their) part(s), components or derivatives (including live or dead tissue/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), without prior written approval of the CSGRC/CSB/NBA/MoEF/ICAR/DARE, Government of India as the case may be.
- iv) Any development of commercial product based on research on gene manipulation/selective breeding programme for genetic improvement shall not be undertaken without written consent of CSBRC/CSB/NBA/MoEF/ICAR/DARE, 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 germplasm accessed, permission from NBA 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) or other publications, such as monographs, bulletins, books, etc. and shall send a copy of each of the publications to CSGRC, CSB, Hosur.

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⁴National Biodiversity Authority
⁵Ministry of Environment and Forests
⁶Department of Agriculture Research and Education
⁷Indian Council of Agricultural Research

- vii. The recipient agrees to supply the feed back information on the performance /utilization/research outcome of the material(s) to the CSGRC, Hosur.
- viii. The recipient agrees not to claim any intellectual property right over the MATERIAL (S) received including its related information and knowledge without prior written approval of the CSBRC/CSB/NBA/MoEF/ICAR/DARE, Government of India as the case may be.
- ix. The intellectual property protection or benefit sharing in respect of derivatives of the material(s) 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 bio-safety guidelines of
(Name of the importing country/organization) and shall not hold CSGRC,CSB/ICAR/DARE, Government of India responsible for any identity/quality/viability/purity/quarantine/bio-safety 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 bio-safety and any other related hazards due to release of genetic material. The receipt agrees to waive all claims against CSGRC,CSB/ICAR/DARE, 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. The recipient agrees to abide by any other conditions that may be set in and conveyed to them from CSGRC, CSB 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 Contributor to be appointed by the Secretary, DARE, Government of India. The decision of the Sole Contributor 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.

AGREED RECIPIENT	PROVIDER
Authorised Officer's Name: Designation: Organisation/Institute/University Address: Signature : Date	Authorised Officer's Name: Designation: Organisation/Institute/University Address: Signature : Date
Recipient Scientist/Person's Name: Designation: Organisation/Institute/University Address: Signature : Date	Provider Scientist/Person's Name: Designation: Organisation/Institute/University Address: Signature : Date

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; 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.