**Annex. 5. Sample of a Material Transfer Agreement**

**Material Transfer Agreement**

**Reference No:** NBC/ BRD/7/2017-2018/

**Article 1 – Parties to the Agreement**

1.1. This Agreement is made between:

National Biodiversity Centre (NBC), Ministry of Agriculture and Forests (MoAF), Serbithang,Thimphu, Post Box No. 875. ***(National Focal Agency on Access to Genetic Resources and*** ***execution of Material Transfer Agreement)***.

Applicant: ……...Name of the organization…....., represented by …..…., bearing CID No.:……........(hereinafter referred to as “Applicant”).

And

Recipient: ....………, bearing CID No.:……..... (hereinafter referred to as “Recipient”).

**Article 2 – Preamble**

2.1. The Material Transfer Agreement is executed in fulfillment of Article 9 of the Biodiversity Act of Bhutan 2003 and based on the Ministry’s approval note-sheet No: ….. dated ……..

2.2. The Applicant and the Recipient acknowledge that the Royal Government of Bhutan (hereinafter referred to as RGoB) retains legal ownership of the Material. The Applicant is authorized to transfer to the Recipient the Material specified under Article 4 of this agreement upon execution of this Material Transfer Agreement (MTA) between the Applicant and the Recipient.

2.3. The Applicant and Recipient shall jointly be referred to as “Parties”.

**Article 3– Definitions**

3.1. In this Agreement the expression set out below shall have the following meaning:

**“Material”** shall mean ……….., as mentioned in article 4.1 of this Agreement.

**“Applicant”** means the person/institution providing the material and for this agreement, Mr. ………..

**“Recipient”** means the person receiving the material and for this agreement, Mr. ………..

**Article 4 - Subject Matter of the Material Transfer Agreement**

4.1. ….**description and quantity of the material**……… hereby transferred from the Applicant to the Recipient subject to the terms and conditions set in this Agreement. The detail of the subject matter is indicated in the table below;

**Article 5 – Destination**

5.1. ……….Details of the final destination………………

**Article 6 -Terms and Conditions**

6.1. The Applicant and Recipient understands and undertakes that, the transferred material shall be used only for ………………. The transferred material shall be used only for the aforementioned purpose, in case of change of intent, the Recipient and the Applicant shall seek the prior written approval from the MoAF through NBC.

6.2. The Recipient shall take full responsibility for the safety and protection of the material and shall be liable of misuse by any third party. The materials shall be properly destroyed upon successful completion of the study.

6.3. The Recipient shall submit the full study results including confidential information to the MoAF through NBC upon completion of the study or not later than ……. failing to do so will restrict them to get future access.

6.4. Any publications related to this collaboration shall be jointly co-authored by the appropriate Bhutanese counterpart.

6.5. It is the responsibility of the Recipient to bring to the notice of relevant authorities of the receiving authority…….., about the conditions set in the agreement and the usage of the transferred material.

6.6. In case of new discovery (ies), the Recipient and the Applicant shall inform the MoAF through NBC of such discovery (ies) immediately without fail. The Recipient and the Applicant shall not apply for any intellectual property rights without prior written approval from the MoAF.

6.7. NBC makes no warranties as to the safety of the material, nor so to the accuracy of any passport or other data provided with the material. Neither does it make any warranties as to the quality, or purity (genetic or mechanical) of the Material being supplied. The Recipient assumes full responsibility for complying with the counterpart nation’s quarantine and biosafety regulations and rules as to the import of the material.

**Article 7 – Settlement**

7.1. The Parties shall discuss sincerely and settle amicably on matters which are not stipulated in this Agreement or interpretation of this Agreement.

7.2. This Agreement shall be governed by and construed in accordance with the laws of Bhutan.

**Article 8 – Signature and Acceptance**

**IN WITNESS THEREOF**, the parties have executed this Material Transfer Agreement on the dates set forth below:

**For the National Biodiversity Centre:**

**Seal & Signature [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] Date:**

**Name:**

**Designation:**

**Contact Number:**

**Mailing Address:**

**For the Applicant**: I, , represent and warrant that, I have the authority to execute this Agreement on behalf of the Applicant.

**Seal & Signature [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] Date**

**Name:**

**Designation:**

**Mailing Address:**

**Contact Number:**

**For the Recipient**: I, , represent and warrant that, I have the authority to execute this Agreement on behalf of the Recipient and acknowledge to abide by the provisions of this Agreement, both by letter and in principle, in order to promote the conservation and sustainable use of biological resources and sharing of benefits derived thereof.

**Seal & Signature [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] Date:**

**Name:**

**Designation:**

**Mailing Address:**