

Material Transfer Agreement (MTA)

Preamble

(Name of Institute / Organization / Ministry / Exporter / Donor / Owner)

Is /are committed to the implementation of Convention on biological Diversity (CBD) Nagoya Protocol as well as the relevant national and international –and requires its partners to act in a manner consistent with these multilateral agreements and Pakistan’s access to genetic resources and benefits sharing laws and Export Control on goods, technologies, materials and equipment related to nuclear and biological weapons and their delivery system Act-2004 (SECA-2004).

Definitions

2. Terms as those mentioned below and other that have been used in the draft MTA should be defined):-
 - 2.1 Partners
 - 2.2 Exporter/Donor/Owner
 - 2.3 Recipient
 - 2.4 Add other relevant Terms....

Provisions

3. This Material Transfer Agreement (MTA) is designed for sharing of material, originated in Pakistan (or) and having the specifications contained in the schedule-1 (Schedule-I shall cover specific details of the Nature and Type of Material to be transferred, number of samples to be Transferred, Quantity/Volume of material, Duration of Transfer/usage, purpose etc.) attached herewith, by-Name of Institute/Lab, Address, country or etc. (give name of all the organizations involved) for- Purpose to the following terms and conditions
 - 3.1 The recipient Institute reserves the right not to supply any animal, plant or fungal material or microorganism if such supply would be contrary to any terms attached, Material transfer Agreement or to the CBD, the Nagoya protocol, Pakistan's Access to genetic Resources and Benefit sharing laws or to the SECA-2004 or any other relevant Pakistani Laws.

- 3.2 The recipient will use the material, its progeny or derivatives only for the above mentioned specific purpose.
- 3.3 The Recipient shall not sell, transfer, provide access, re-export, distribute or use for profit or any other commercial application the Material, its progeny or derivative, without the explicit written consent of the -- -(Name of institute)
- 3.4 The recipient if require capacity Building of any of the party to this MTA, appropriate and specific non monetary benefits may be identified and mentioned. For Guidance please refer to Pakistan Access to genetic Resources and Benefit Sharing Laws.
- 3.5 The recipient shall share fairly and equitably the benefits (appropriate and specific monetary/non-monetary benefits may be mentioned-Pakistan's draft Act on access to genetic resources and benefit sharing contains adequate guidance) arising from the use of material its progeny or derivatives in accordance with the CBD, the Nagoya Protocol and access to genetic resources and benefit sharing laws of Pakistan.
- 3.6 The recipient shall acknowledge Pakistan as the country of origin of material in all written or electronic reports and publications resulting from the use of material originated from Pakistan, its progeny and derivatives and shall lodge a copy of all such publications and reports with the Permitting Authority and Institute (Name of Institute, Address).
- 3.7 The recipient shall take all appropriate and necessary measures to ensure safe and secure movement, import, export, handling of the material in accordance with the national/international conventions/agreements, laws and regulations and to contain the material progeny or derivatives so as to prevent the pilferage/theft/exposure/unauthorized access/transfer of material risking environment and or to susceptible spies.
- 3.8 The Recipient shall maintain retrievable records (mention record keeping type e.g. printable/presentable and record keeping time period) linking the material to these terms of acquisition and to any accompanying data.

- 3.9 Unless otherwise indicated, copyright in all information or data ("Data") supplied with the material is owned by the Institute-Government of Pakistan.
- 3.10 The recipient makes no representation or warranty of any kind, either express or implied, as to the identity, safety, merchantability of fitness for any particular purpose of the material, its progeny or derivatives, or as to the accuracy of any Data supplied.
- 3.11 The Recipient will indemnify Institute (Name and Address) Pakistan from any and all liability arising from the material its progeny or derivatives and/or the Data and from their use or transfer, including any ecological damage.
- 3.12 The recipient shall contact---(Name of Institute Pakistan to request prior permission or, where appropriate from the provider of the material to, for any activities not covered under the terms of this agreement.
- 3.13 This Material Transfer Agreement shall come into force upon the date of final signature and shall continue in effect (preferably for years which could be further extendable for years at each time, upon the consent of the Parties) until revoked by either party and or by Doth with mutual consent.
- 3.14 We (the person or body named) certify that we are the end user of the goods which are to be supplied by the exporter(named) will be used for peaceful purpose and will not be deviated from the stated end use. We further certify that neither the goods nor replicas and derivatives will be used for purpose connected with weapons of mass destruction and their means of delivery, that they will not be re-exported or otherwise re-sold or re-transferred if it is known or suspected that they are intended or likely to be used for malicious purposes, and that they will not be re-exported or otherwise re-sold or re-transferred without the explicit written consent of the Government of Pakistan.
- 3.15 We (the person or body named) certify that the samples, supplied by the exporter (named) will be sorted (duration) or disposed-off in the manner and for the purpose indicated in the agreement.

Signature/Agreement

- I/We on behalf of (Name of Institute) agree to comply with the terms and Conditions as stipulated above.

Accepted for (Exporter) (Name of Institute, Address)

Authorized Signature

Date: _____

Accepted for the Recipient (Name of Institute, Address)

Authorized Signature

Date: _____

UNDERTAKING

I _____ hereby agree that the information provided above is true. I have completed all the legal and codal formalities / requirements of SECDIV and NBC and all the related documents are attached herewith.

| Name of Project / Research | Description of Nature of HBM Technical Specification (Name Pathogen) | Number / Quantity | Shipment Type / Category / Packaging / Mode of Transport | Purpose of Export | Destination of Export / Country | Remarks |
|-----------------------------------|---|--------------------------|---|--------------------------|--|----------------|
|-----------------------------------|---|--------------------------|---|--------------------------|--|----------------|

- Name of Researcher: _____
- Signature of Researcher: _____
- Date: _____