



Material Transfer Agreement (MTA)

This material transfer agreement has been drawn up in reference to the general agreement signed on between the parties indicated below, and notably to its sections 1 and 8.

This agreement (hereinafter referred to as the "MTA") is entered into by and between:

Centre de Coopération Internationale en Recherche Agronomique pour le Développement (CIRAD), whose registered office is located at 42 rue Scheffer, 75116 Paris Cedex, France, duly represented by Mr Daniel Barthélémy, in his capacity as Director of the Biological Systems Department, hereinafter referred to as the "**Supplier**"

And

....., whose registered office is located at, duly represented by, in his capacity as (hereinafter referred to as the "**Recipient**")

Section 1. Scope of the MTA

The purpose of this MTA is to set out the terms and conditions under which the Supplier is to supply to the Recipient the Material defined in section 2 hereunder.

Section 2. Description of the Material

The biological resources covered by this MTA are varieties of sugarcane (or other related botanical genera - such as *Miscanthus*, *Erianthus*) in the form of cuttings leaving quarantine, for which a list is given and the characteristics are described in the accompanying annexes, which form an integral part of this agreement.

These biological resources, as well as any related documentation or information, are hereinafter referred to as the "**Material**".

Section 3. Status of the Material and Intellectual Property Rights

The Material has been supplied to CIRAD by the Plant Breeders mentioned in the accompanying annex, who authorize CIRAD to transfer their varieties in accordance with the provisions of this agreement. The Material shall not be protected by any intellectual property rights whatsoever, by the Recipient or any third party.

CIRAD cannot provide any assurance or guarantee that the varieties or their use are exempt from any patent and other intellectual property rights.

Section 4. Authorized Use of the Material

The Material is transferred from the Supplier to the Recipient for the sole purpose of assessing its agricultural performance under the Recipient's local conditions, to identify varieties that can be used in the context of [...place...].

The varieties supplied may only be used commercially within the limits of the express permission granted by the Plant Breeder. In particular, for varieties whose use for commercial purposes is not specified, the Recipient is committed not to use them for commercial purposes without obtaining the prior, written authorization of the Plant Breeder.

Section 5. Subsequent Transfer of the Material by the Recipient

The Material shall not be transferred by the Recipient to any third party without the prior, written consent of the Plant Breeder, and subject to the said third party respecting all the conditions of this MTA.

Section 6. Duty to Inform

The Recipient shall, within a reasonable time span, send information back to CIRAD and to the Plant Breeder regarding the agricultural performance of the varieties introduced at the Recipient's site. This information will enable CIRAD and the Plant Breeder to more effectively characterize these varieties and more effectively target the varieties to place under quarantine in the future.

Section 7. Publications

The Recipient agrees to indicate the identity of the Material Supplier in any publication mentioning the Material or concerning work in which the Material was used, and to send the Supplier a copy of each publication.

Section 8. Property and Application of Derived Results

The research results obtained or derived from the Material by the Recipient (hereinafter referred to as "**Derived Results** ") shall be the property of the Recipient, who may protect them by intellectual property rights and use them commercially, provided that it negotiates beforehand with the Plant Breeder the just and equitable sharing of the advantages resulting from such commercial use.

The Recipient agrees to pass on the Derived Results to the Plant Breeder, which may use them freely for research purposes, alone or with its partners.

Section 9. Warrantees and Obligations of the Supplier

The Supplier warrants the sanitary condition of the Material solely for the elements described in the accompanying official certificate, which certifies that the Material complies with the sanitary requirements of the country of the Recipient on the date of transfer (Phytosanitary Certificate issued by the national organization in charge of plant protection for plant biological resources, equivalent certificates or declarations for animal or microbial biological resources). However, the guarantee provided by the quarantine certificate and by the phytosanitary certificate accompanying the varieties when they are shipped to the Recipient is limited by the detection thresholds of the tests carried out.

The Material is experimental by nature and is supplied without any warrantee or commitment as to its quality, viability or purity (genetic or physical), or as to its performance or fitness for any particular purpose.

The Supplier shall in no way be held responsible for any loss or damage, of any nature whatsoever, that might result from the supply of the Material to the Recipient, its intentional or unintentional dissemination, or its use by the Recipient. In particular, CIRAD shall not be held responsible for the appearance of diseases or pests on the supplied varieties once they have been shipped to the Recipient.

Section 10. Rights and Obligations of the Recipient

The Recipient shall be held solely responsible for complying with regulations, in particular the sanitary (quarantine, etc.) and biosafety regulations, as well as the rules governing the import and dissemination of biological material, applicable in the country or countries where the Material is introduced or disseminated under this MTA.

The Recipient shall ensure that the Material is handled by persons with the necessary skills, knowledge, experience and abilities, on appropriate premises and with appropriate equipment, befitting the nature of the Material. The Recipient shall be held solely responsible for any loss, damages, claims or other obligations resulting from the use of the Material, whatever the cause.

Section 11. Term and Termination

This MTA shall come into force on the date of its signature by the last signatory, for an undetermined duration.

Section 12. Applicable Law and Jurisdiction

This MTA is subject to French law.

The Supplier and the Recipient shall endeavour to resolve amicably any dispute in connection with the interpretation, performance or validity of this MTA. Should no settlement be reached within a period of three months, the parties shall submit the dispute for arbitration by the International Seed Federation (ISF), Chemin du Reposoir 7, 1260 Nyon, Switzerland, whose decision shall be final.

Signed and delivered in _____, in two original copies.

On behalf of XX

On behalf of CIRAD

Title :

Director, Biological Systems Department

Surname, forename

Daniel BARTHELEMY

And by order,

Isabelle GUINET-BRIAL

Annex to the MTA:

**Lists and characteristics of the available varieties during 2015-2016 quarantine season.
The annexes are preferentially supplied electronically. They will be sent by post in printed document form at the express request of the Recipient.**
