

5. AGREEMENT FOR THIRD PARTY TRANSFER

This Agreement is entered into as of the day of, 2005 in accordance with sub section 2 of Section 20 of the Biological Diversity Act, 2002 and Rule 19 of the Biological Diversity Rules, 2004

Signed Between

National Biodiversity Authority (Hereinafter referred to as "the **NBA**") having its office at 475, 9th South Cross Street, Kapaleeswar Nagar, Neelankarai, Chennai – 600041, India (www.nbaindia.org).

And

..... (Hereinafter referred to as “the **Transferor**”)

Hereinafter, the NBA and the Transferor shall collectively be referred to as “the Parties” and individually as “Party”.

WHEREAS:

NBA has been established by the Government of India under the powers granted to it by section 8 of the Biological Diversity Act, 2002 (No. 18 of 2003). Under the said Act, NBA is the authority to permit access to any biological resources and/or associated knowledge found within the territory of India.

The Transferor is a Company/individual/Trust etc.....and has accessed the Biological Resources and/or associated knowledge for the purposes of Commercial Utilisation/Research and now is interested in transferring the accessed Biological Resources to the Transferee.

The Transferor has made an application in Form IV, under Rule 19 of the Biological Diversity Rules 2004 to seek approval from the NBA to transfer the accessed biological resources and/or associated knowledge to the Transferee for the purposes of Commercial Utilisation/Research.

The Parties hereto agree as follows:

1. Definitions

In this Agreement:

Act means the Biological Diversity Act, 2002 (Act 18 of 2003) and includes the Rules/Regulations/notifications made under it.

Biological Resources: means Biological Resources as defined in the Act, which the Transferor accessed for the purposes of Commercial Utilisation/Research as described in Schedule A to this Agreement.

Transferee: means the person/Company to which the Transferor intends to transfer the Biological Resources.

2. GRANT OF APPROVAL

2.1 The Transferor requests for approval to transfer the Biological Resource and/or associated knowledge and the NBA hereby grants the approval subject to the terms and conditions set forth in this Agreement and compliance with all other laws in force in India.

2.2 The Transferor shall transfer the Biological Resources and/or associated knowledge only on the execution of a written agreement with the Transferee. The Agreement shall impose a mandatory obligation on the Transferee to comply with all the terms and conditions imposed on the Transferor by the approval agreement executed on Day of2005, which agreement shall be attached as an appendix to the written agreement between the Transferor and Transferee.

Provided that, in the absence of any agreement between the NBA and the Transferor, the Transferor shall attach the standard agreement (in accordance with the purpose of the transferee) as available with the NBA and all clauses therein shall be binding on the Transferee.

2.3 The Transferee shall have no rights to directly access the Biological resource and/or associated knowledge other than from the Transferor.

2.4 Transferor hereby undertakes to notify NBA immediately, if the Transferee or any third party makes any breach of this Agreement or the provisions of the Act comes to his knowledge.

3. Term

3.1 This Agreement, unless terminated as provided herein, shall remain in effect for a period of one year from the date on which the approval is given by the NBA to the Transferor for the transfer of the Biological Resources and/or associated knowledge.

All Clauses of the agreement attached as an appendix to the agreement between the Transferor and the Transferee shall apply in all aspects where this contract is silent.

This Agreement has been executed in Duplicate. Each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed by duly authorized representatives of the Parties on the day and the year first mentioned

For National Biodiversity Authority:

For the Transferor:

Witness

- 1.
- 2.

- 1.
- 2.

SCHEDULE A