

## **Material Transfer Agreement for Vietnam PRC Material (VIETNAM-PRC-MTA)**

Genetic Resources Center, NARO (“**GB-NARO**”), Japan transfers plant seed materials introduced from Plant Resources Center, Vietnam Academy of Agricultural Science, Socialist Republic of Vietnam (“**Vietnam PRC Material**”) and related information as specified in Annex 1 to this agreement to the **Recipient**, subject to the terms and conditions set forth by this Material Transfer Agreement for the Material:

1. The **Recipient** undertakes that the Vietnam PRC Material shall be used or conserved only for the purposes of research, breeding and training for food and agriculture. Such purposes shall not include chemical, pharmaceutical and/or other non-food/feed industrial uses.
2. If the **Recipient** transfers the Vietnam PRC Material and related information supplied under this Agreement to a third party, the **Recipient** shall do so under the terms and conditions of this Agreement, through a new material transfer agreement; and shall send a signed copy of the new material transfer agreement to Vietnam PRC.
3. In the case that the **Recipient** commercializes a **Product** that is a Plant Genetic Resource for Food and Agriculture and that incorporates Vietnam PRC Material as referred to Annex 1 in **this Agreement**, and where such **Product** is not available without restriction to others for further research and breeding, the **Recipient** shall pay 1.5% (one point five percent) of the Sales of the commercialized **Product** for supporting PGR research and conservation, in accordance with this Agreement.
4. The **Recipient** shall not claim any intellectual property or other rights that limit the access to and use of the Vietnam PRC Material provided under this Agreement, or its genetic parts or components, in the form received from **GB-NARO**.
5. **The Recipient** is encouraged to acknowledge **GB-NARO and Vietnam PRC** as the source of **the Material** in any publication where the Vietnam PRC Material has been used as a part of the research, breeding and training.
6. **The Recipient** shall send **GB-NARO and Vietnam PRC** a copy of any non-confidential data, report or publication which describes work carried out using **the Vietnam PRC Material and GB-NARO and Vietnam PRC** shall be entitled to use and make all such data, report and publication freely available from public databases for research, breeding and training.
7. **GB-NARO and Vietnam PRC** do not warrant the title, safety, quality, viability or purity of the Material nor the accuracy of passport or other data provided with it. The phytosanitary condition of the Material is only warranted as described in the attached phytosanitary certificate. **The Recipient** assumes full responsibility for complying with **the Recipient** nation’s quarantine and biosafety rules and regulations as applicable to the import and release of **the Material**.
8. The Vietnam PRC Material and related information will be supplied by GB-NARO to the Recipient after receipt of the signed MTA.

### **SIGNATURE**

Name of Recipient :

Institution :

Mailing Address :

Tel :

Fax :

Email :

Date :

Signature : \_\_\_\_\_

Please use the following address to send non-confidential data and/or a new material transfer agreement, and when Recipient need to consult any issue including how to conduct monetary benefit sharing that may result from the commercialization of a Product or Products:

Plant Resources Center (PRC),  
Vietnam Academy of Agricultural Science,  
Socialist Republic of Vietnam

Ankhanh commune, Hoaiduc district,  
Hanoi city, Socialist Republic of Vietnam  
E-mail: [hoaitranchau@gmail.com](mailto:hoaitranchau@gmail.com)

Annex 1  
List of Material Provided