MATERIAL TRANSFER AGREEMENT FOR SOFTWARE DEVELOPED BY ICRISAT

The software developed by ICRISAT is being furnished under the following terms and conditions:

ICRISAT is making the software as described in the attached list available as part of its policy of maximizing the utilization of software for research, training and further development to support the mission of the CGIAR to reduce poverty and strengthen food security in the developing world. Software is developed by ICRISAT with funding support from various donors all over the world, for the ultimate benefit of resource-poor farmers. Products that are developed by ICRISAT, as a member of the CGIAR, need to remain accessible to our clients and stakeholders.

By signing this agreement the recipient relinquishes their right to obtain Intellectual Property Rights (IPRs) on the software or related documentation. The recipient hereby agrees not to claim ownership over the software, nor to seek IPRs over the software or its documentation or portions thereof, in the form received. The recipient also agrees not to seek IPRs over the source code received as a part of this software.

The recipient may utilize the software for research and educational purposes and preserve it for future use/development. The recipient may distribute it to other parties provided such other parties accept the terms and conditions of this agreement.

The recipient(s) agree to provide ICRISAT with a full set of software, with the source code and related documentation in the event of any modifications and/or developments to the software. The recipient also agrees to acknowledge ICRISAT as the originator of the software and to retain the name that ICRISAT has assigned this software.

This agreement does not prevent the recipients from making modifications and developments and making it directly available to third parties, without discrimination, with modified source code and adapted title/version, provided that all the conditions set in this MTA are complied with and the subsequent recipient is bound by the same provisions and undertakes to pass on the same obligations to future recipients of the software. The modifications/developments made to the basic source code must be distinguishable and patch files must be made available if they are necessary for the use of the software application. If the recipient wishes to incorporate parts of the software into other programs and vice versa, whose distribution conditions are different, it will be

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1 The attention of the recipient is drawn to the fact that the details of the MTA, including the identity of the recipient, will be made publicly available.
2 Where some form of a product is not distributed with source code, there must be a well-publicized means of obtaining the source code for no more than a reasonable reproduction cost-preferably, downloading via the Internet without charge.
3 Translation is included without limitation in the term “modification”.
4 Patch file means a file that makes upgrading of software easier.
the sole responsibility of the recipient to obtain the necessary permission. Such use of the software must be reported to ICRISAT. Upon request, ICRISAT will furnish further information that may be available in addition to whatever is furnished with the software. ICRISAT will contact recipients of their software on an annual basis to collect evaluation and utilization data, in order for ICRISAT to determine the impact of their software distribution program. Recipients are obliged under this MTA to provide ICRISAT with this type of data so that we can report to our donors and funders.

ICRISAT makes no warranties as to the safety or title of the software, source code and its related information, nor as to the accuracy or correctness of any other data/information provided with the software. Neither does it make any warranties as to the quality, viability, and correctness of the software being furnished. ICRISAT also makes no warranties that the software will not infringe any patent or copyright protection or any other IPR protection. ICRISAT further makes no warranties that the activities other than copying, distribution and modification are covered by this Agreement as they are outside its scope. The recipient assumes full responsibility for complying with all relevant national regulations, import restrictions, and rules as to the usage of the software, its source code and related information.

The recipient of the material provided under this MTA is encouraged to share the benefits accruing from its use, including commercial use, through the mechanism of exchange of information, access to, and transfer of, technology and capacity building. ICRISAT is prepared to facilitate the sharing of financial benefits by directing them to the further development of software technology for the ultimate benefit of national and regional programmes in developing countries and countries with economies in transition, especially in the least developed countries.

The software material, its source code and related documentation is supplied expressly conditional on acceptance of the terms of this Agreement. The recipient’s acceptance of the material constitutes acceptance of the terms of this Agreement.

ICRISAT will provide software to the recipient upon return of this Agreement duly signed.

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(Ensure that the person signing has authority to do so)