

**Form B***(See regulation 13)***Conducting of non-commercial research or research for emergency purposes outside India by Indian researchers/Government institutions using the biological resources**

1	Name of the Applicant (Indian researcher/ Government Institution)	
2	Complete Address *	
	a. Permanent	
	b. Present	
3	Name and address of Institution in India	
4	Name of the Supervisor or Head of Institution at the place of work in India	
5	Name and contact details of the Institution or organization who shall guide the proposed research / receiving the biological resources.	
6	Details of the Supervisor or Head of Institution or organization who guides the proposed research or recipient of the biological resources	
7	Name of the funding agency supporting the proposed research	
8	Brief description of the research	
9	Details of biological resources proposed to be carried along or sent for the research	
	i. Name of the biological resource (scientific/ common name)	
	ii. Location of collection (Village/Taluk/Dist./State)	
	iii. Quantity required	
	iv. Duration of the research	
10	If it is for emergency purpose, specify details	

\* Attach self-attested address / ID proof such as Aadhaar card/ PAN card / Passport, etc.

**Undertaking**

I, \_\_\_\_\_ Son/Daughter/Wife/Husband of \_\_\_\_\_ aged \_\_\_\_\_ residing at \_\_\_\_\_ in \_\_\_\_\_ holding a permanent. I.D.No \_\_\_\_\_ (PAN Card/ Aadhaar Card/ Passport, etc.) hereby declare that all the information provided above is correct and true. I hereby affirm that the biological resources shall be used only for the purposes as stated in the application. I shall not share/provide/part/leave behind any biological resource at my collaborator's facility/ laboratory without approval of the NBA. I, along with my supervisor and collaborator, individually and severally declare that we shall not put to commercial utilization, nor shall seek any IPR claim on the biological resources and associated traditional knowledge used in this research/ collaboration. In case such a situation arises we shall apply to National Biodiversity Authority to seek prior approval. Results, process (es), products or other outcomes arising out of this activity shall be shared with the NBA during and/ or upon completion of research intended along with the copy of relevant documents and publications.

Signature:.....

Date: .....

Place:.....

**Declaration by the Supervisor / Head of Institution**

I, \_\_\_\_\_ working as \_\_\_\_\_ in \_\_\_\_\_ (Name of institution) confirm that the details provided by Mr/Dr/Mrs/Ms. \_\_\_\_\_ are true and correct.

Date: .....

Place:.....

Signature:.....

Designation:.....

Official Seal: .....

### Declaration by the Recipient / Collaborator

I, \_\_\_\_\_ working as \_\_\_\_\_ in \_\_\_\_\_ (*Name of Institution / Organization*) hereby affirm that I or my institution / organization shall use the biological resources for the purposes as stated in the application and which were sent by..... (*Name of the institution*) or being brought by Mr./Dr./Mrs./Ms..... The said biological resources shall be destroyed in full after the completion of the studies/ partnership or upon completion of the studies the biological resources shall be sent back to the institution from where the biological resources were received as the case may be. I or the institution I am associated with shall not claim any ownership under instant application nor shall claim any IP Rights over the biological resources, derivatives or other such components without prior approval of the applicant, institution affiliated and the National Biodiversity Authority.

Signature:.....

Designation:.....

Official Seal: .....

### Fair and equitable benefit sharing options

The following options, either one or more, may be applied in accordance with mutually agreed terms between the applicant and the NBA, on a case by case basis, in accordance with the provisions of sub-rule (3) of rule 20 of the Biological Diversity Rules, 2004. These options are indicative in nature and other options, as approved by the NBA in consultation with the Central Government, may also be adopted:

#### (a) Monetary benefits options:

- (i). Up-front payment;
- (ii). One-time payment;
- (iii). Milestone payments;
- (iv). Share of the royalties and benefits accrued;
- (v). Share of the license fees;
- (vi). Contribution to National, State or Local Biodiversity Funds;
- (vii). Funding for research and development in India;
- (viii). Joint ventures with Indian institutions and companies;
- (ix). Joint ownership of relevant intellectual property rights.

#### (b) Non-monetary benefits options:

- (i). Providing institutional capacity building, including training on sustainable use practices, creating infrastructure and undertaking development of work related to conservation and sustainable use of biological resources;
- (ii). Transfer of technology or sharing of research and development results with Indian institutions/ individuals/entities;
- (iii). Strengthening of capacities for developing technologies and transfer of technology to India and/or collaborative research and development programmes with Indian institutions/ individuals/ entities;
- (iv). Contribution/ collaboration related to education and training in India on conservation and sustainable use of biological resources;
- (v). Location of production, research, and development units and measures for conservation and protection of species in the area from where biological resource has been accessed, contributions to the local economy and income generation for the local communities;
- (vi). Sharing of scientific information relevant to conservation and sustainable use of biological diversity including biological inventories and taxonomic studies;