MATERIAL TRANSFER AGREEMENT
Nagoya Protocol - Outgoing

This material transfer agreement is made on (DD/MM/YYYY) _____ by and between Christian-Albrechts-Universität in Kiel for its Institute of _____, a non-profit organisation with registered office at Olshausenstr. 40, D-24098 Kiel, Germany (hereinafter "CAU") and _____ (Institution, hereinafter "Recipient") for transfer of material containing genetic resources for non-commercial analysis.

WITNESSETH:

Whereas CAU owns the material described in Exhibit 1 (hereinafter "Material"),

Whereas Recipient wants to obtain Material for use in the research project described in Exhibit 1 (hereinafter "Research"),

Whereas CAU is prepared to supply Recipient with Material under the terms and conditions as set forth hereinafter,

CAU and Recipient agree as follows:

1. CAU shall supply the Material to Recipient as soon as possible after the conclusion of this material transfer agreement.

2. CAU shall remain the sole owner of the Material.

3. Recipient shall utilise the Material and resulting derivatives exclusively for non-commercial Research. Nothing in this Material Transfer Agreement shall be deemed to grant Recipient any rights under any patent or patent application, nor any rights to use the Material for any product or process for commercial purposes.

4. Recipient shall not transmit by any means whatsoever all or part of the Material to any third party without the prior and written consent of CAU.

5. Recipient undertakes to limit access to the Material to those of its employees who have a need to know to execute the Research. Recipient undertakes to have any of its personnel involved in the Research comply with the provisions of this agreement.

6. Recipient shall keep confidential any or all of the information received and relating to the Material to any other party, unless CAU has given its prior and written consent.

7. CAU does not warrant that the use of the Material does not or will not infringe any patent or any third party rights. CAU is under no obligation to obtain or provide licenses that may be required for the use of the Material by the Recipient.

8. In consideration of CAU providing the Material, Recipient agrees to promptly inform CAU, in confidence, of any invention or development, whether patentable or not, conceived or reduced to practice by Recipient through the use of the Material ("Sole Developments").

9. Ownership of Developments made jointly by Recipient and CAU ("Joint Developments") will be negotiated in good faith between Recipient and CAU, hereto depending upon the party's relative contribution to the Developments and any applicable law and regulations relating to inventorship.

10. Recipient grants to CAU an irrevocable royalty-free non-exclusive license to use such Sole Developments for internal research purposes only.

11. Recipient and CAU will negotiate in good faith, based on each party's relative contribution, including the relative contribution of the Material to the creation of the Joint Developments, the sharing of revenues derived from the licensing, sale, or commercialisation of any such Joint Developments.

12. Recipient will have the right to publish and disclose the results of the Research. In order to balance this with CAU's proprietary interests, Recipient will submit the intended disclosure (e.g. a manuscript, abstract, patent application, poster, etc) to CAU for review at least thirty (30) days prior to the scheduled disclosure date. CAU may within this 30-day period request Recipient, in writing, to delete any reference to CAU's confidential information and/or to delay the intended disclosure for a maximum of an additional one hundred twenty (120) days. The Recipient shall acknowledge the CAU as the source of the Material (and if appropriate, co-authorship) in all written, electronic and oral publications and reports, including repository data, such as unique or voucher number, where available.

13. The Recipient should submit sequence data to GenBank/EMBL/DDBJ with the appropriate unique identifier provided by CAU and provide CAU with a list of such deposits including GenBank/EMBL/DDBJ Accession numbers. Any additional data sent to GenBank/EMBL/DDBJ should be linked to the original Material listed in Exhibit 1 and accession number provided by CAU.

14. In any publication, or with submission to a public database, the Recipient should include the following data statement: “[Data on genetic material contained in this paper/these data] are published for non-commercial use only. Utilization for purposes other than non-commercial scientific research may infringe the conditions under which the genetic resources (Material in Exhibit 1) were originally accessed, and should not be undertaken without contacting the [corresponding author of the paper / depositor of the sequence data] and/or seeking permission from the original provider of the genetic material.”

15. The Recipient agrees to acknowledge the Providing Country as the source of the Material (Exhibit 1) in any and all publications arising from its utilisation.

16. Recipient will use the Material in compliance with all laws and regulations both nationally and internationally, including regulations for work with recombinant material. The Material is experimental in nature, and is provided by CAU with no warranties, express or implied, including any warranty of merchantability, title, or fitness for a particular use. To the extent allowed by law, Recipient assumes liability for damages which may arise from its use, storage, or disposal of Material.

17. This Material Transfer Agreement will be governed and interpreted in accordance with German law. The CAU has obligations under German and EU Access and Benefit-Sharing law (i.e. EU ABS regulation No. 511/2014). Therefore CAU discloses to Recipient any information that it may hold in relation to the item(s) specified in Exhibit 1 of this Material Transfer Agreement which are:

    ☐ Prior Informed Consent permit (PIC)
    ☐ Mutually Agreed Terms (MAT)
    ☐ Internationally Recognized Certificate of Compliance (IRCC)
    ☐ Export Permit
    ☐ Import Permit
    ☐ CITES registry certificate
    ☐ Other (please specify):

18. Recipient shall maintain all records linking the Material to these terms of acquisition and to any accompanying data provided by the supplier for a period of 20 years after end of utilization.

19. The provisions relating to dissemination, confidentiality, liability and applicable law, and any legal obligations resulting from such applicable law, shall survive the expiration or termination of this Agreement. This agreement will terminate on the earliest of the following dates:

    ☐ on completion of Recipient´s current research with the Material;

    ☐ on thirty (30) days written notice by either party to the other; or

☐ on the predetermined closure of this Contract/Material Transfer Agreement :_____(DD/MM/YYYY)

If termination occurs under 19 (a)

☐ The Recipient will discontinue use of Material (Exhibit 1) upon direction of the CAU and return any unconsumed material and related derivatives

☐ Destroy any unconsumed Material and all derivatives

☐ Notify the supplier in written form about the disposal of unconsumed Material and all related derivatives, such as PCR products, cycle-sequencing products or similar by-products, enabling the CAU to determine the starting point of the 20 year reporting obligation laid down in EU ABS regulation No. 511/2014.

Accepted by:

RECIPIENT

- Authorised representative

Name : _____

Title : _____

Institute/Company : _____

Department : _____

Address : _____

_____

Signature : _____

Date : _____

- University Principal Investigator

Name : _____

Title : _____

Institute/Company : _____

Department : _____

_____

_____

Signature : _____

Date _____

Principal Investigator acknowledges that he has read this Agreement and understands his obligations as a University of Kiel employee to abide by the terms and conditions herein.

CAU

- Authorised representative

Name : _____

Title : _____

Institute/Company : _____

Address : _____

_____

_____

Signature : _____

Date : _____

- University Principal Investigator

Name : _____

Title : _____

Institute/Company : _____

Department : _____

Address : _____

_____

_____

Signature : _____

Date :

Exhibit 1: Material

The Material covered under this Material Transfer Agreement include material containing genetic resources (i.e. material containing DNA/RNA, dead or alive or derivatives thereof) for non-commercial analyses being utilized in research and/or development (i.e. R&/orD on the genetic and/or biochemical composition, or derivatives, of these resources). Material not consumed by analysis will have been destroyed / will be returned (next page).

Exhibit 1
1. Material information
1.1 Type (bacteria, plant, animal, etc):
1.2 Scientific name:
1.3 Does it concern a genetically modified strain? ☐ NO ☐ if YES, what kind of modification:
2. Origin of strain
2.1 Geographical area of sampling
Country (if available, GPS location)
2.2 Collected by (if available):
2.3 Date of collection:
2.4 Date of isolation (if applicable)
2.5 Isolated by (if applicable)
2.6 Identified by (if applicable)
3. Risk assessment of the strain
3.1 is it pathogenic for humans ☐ NO ☐ if YES, how:
3.2 is it pathogenic for animals ☐ NO ☐ if YES, how:
3.3 is it pathogenic for plants ☐ NO ☐ if YES, how:
3.4 Hazard group, disease name, symptoms:

4. Information related to the application of the Nagoya Protocol (NP) under the convention on Biological Diversity (CBD). This protocol implements the Access and Benefit Sharing (ABS) principle and requires recording of some basic information, listed below.

4.1 Is the Material obtained in compliance with the national regulations of the Country of origin?

☐ NO
☐ if YES, which Country:

4.2 Was a sampling agreement (i.e. Prior Informed Consent (PIC), Mutually Agreed Terms (MAT) or an Internationally Recognized Certificate of Compliance (IRCC)) on the samples issued by the Competent National Authority (CNA)?

If NO, choose a reason why no permits where required (attach any relevant documents, e.g. email contact with NFP, etc)

☐ Country of origin (_____) does not require a PIC/MAT or sampling agreement
☐ Samples collected in the context of an emergency situation, relation in process or programmed
☐ Other reason:

If YES (please attach documents), which permits:

☐ PIC
☐ MAT
☐ IRCC
☐ Other:

5. Patent

5.1 The strain has been patented

☐ NO
☐ if YES If yes, patent reference: