

CCMAR Biobank
Material Transfer Agreement

This agreement describes the terms and conditions for the transfer of material from the Algarve Centre of Marine Sciences (CCMAR) Biobank to its Users. The CCMAR Biobank does not accept any terms and/or conditions contrary to those set out here, except if a separate (written) contract has been negotiated between the User and the CCMAR Biobank that may provide exceptions to the terms and conditions stated here.

Materials are transferred between both contractual parties on the condition that the User and any authorized Users agree to use the materials and any associated or arising data in compliance with international laws and conventions, including the Convention on Biological Diversity (CBD) and the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization.

Definitions:

Material: Biological material from the CCMAR Biobank.

User: The party to whom the CCMAR Biobank sends the Material.

Permitted use:

Material from CCMAR Biobank may only be used for the purpose of scientific research or teaching and shall expressly exclude any commercial use, propagation for re-sale, re-branding or distribution.

Commercial Use:

Material from CCMAR Biobank can only be used for entrepreneurial / commercial use with prior agreement. Individual requests for commercial use of materials will be considered on a case-by-case basis by the CCMAR biobank and a separate (written) contract negotiated in good faith between the User and the CCMAR Biobank. Furthermore, genetic manipulation or any other modification of CCMAR Biobank Material for commercial purposes or the commercial production of a metabolite or



other compound derived from an CCMAR Biobank culture sample is not permitted, except and only if a separate (written) contract has been negotiated in good faith between the User and the CCMAR Biobank that may provide exceptions to the Terms and Conditions of Use stated herein. Commercial distribution to third parties or resale of CCMAR Biobank Material is not permitted. If the user desires to use the Material (or modifications) for defined commercial purpose(s), it is incumbent upon the user, in advance of such use and providing that the Country of Origin is a signatory to the CBD, to negotiate in good faith with the depositor or appropriate authority in the Country of Origin, the terms of any benefit sharing in compliance with the Convention for Biological Diversity.

Distribution:

CCMAR Biobank Users acknowledge and agree that all Materials that are provided by the CCMAR Biobank fall under the CCMAR Biobank sole control and ownership. The User shall not sell, lend, distribute or otherwise transfer the Material supplied to any other person or entity. The User agrees to provide written notice to the CCMAR Biobank when the purpose for which the Material is used has changed considerably from the purpose that was stated at the time of supply.

International Export:

Material from the CCMAR Biobank is subject to Portuguese export laws, rules, treaties, regulations and international agreements. All Users shall assume the responsibility of abiding by Portuguese export laws, rules, treaties, regulations and international agreements along with applicable foreign laws when importing, exporting, handling, storage, use or otherwise disposing of such Material. For international shipments, Users agree to assume the responsibility for ensuring that all required paperwork is provided for passage through Customs in the country of destination. The CCMAR Biobank will not take responsibility for any delay in delivery occasioned by third-party administrative issues.

Intellectual Property:

Nothing in this agreement grants the User any rights under any patents, propriety, intellectual property, or other rights with respect to the CCMAR Biobank Material acquired. When the use of the Material violates any other person's rights, the User will bear responsibility for this, and will deal with the matter on his/her own.

Safe Handling:

Material from the CCMAR Biobank should only be handled by capable and qualified personnel in suitable laboratory conditions. The User is responsible for maintaining, using and disposing of the Material with appropriate precautions to minimize any risk of harm to persons, property, and the environment, in compliance with domestic and foreign laws, regulations, and guidelines.

Acknowledgement:

The User agrees to cite the CCMAR Biobank strain ID number(s) in all publications and patent applications that reference the Material and acknowledge the CCMAR Biobank as the source of the Material. The User is kindly requested to provide the CCMAR Biobank with details of the related publications.

Feedback:

If the Material arrive in an unsatisfactory condition they will normally be replaced free of charge if we are notified within 14 days of dispatch, however, we do have to charge for the costs of postage and packaging of resupplied items. When the Material arrives in a satisfactory condition, the CCMAR Biobank shall not bear any responsibility for subsequent problems with maintenance of the Material at the User's institute.

This agreement shall be construed and enforced in accordance with and governed by the laws of Portugal.