

## Material Transfer Agreement VTT Culture Collection

*Scope of the agreement*

This Agreement applies to the use, handling, distribution and any disposition of the MATERIAL supplied by the COLLECTION, and addresses the identified key points:

- Traceability
- Fair and Equitable Benefit Sharing
- Intellectual Property Rights
- Quality
- Safety and Security
- Dispute Resolution

*Definitions*

a. **The COLLECTION:** means VTT Culture Collection

location: P.O. Box 1000, FI-02044 VTT, Finland.

b. **AGREEMENT:** This document.

c. **RECIPIENT:** The party to whom the COLLECTION sends the MATERIAL. In case this is not the END-USER but an INTERMEDIARY, this INTERMEDIARY agrees (i) to forward to the END-USER the present MTA and the MATERIAL in unchanged form and quantity as received from the COLLECTION, and (ii) to use for this further shipping the proper packaging, a trained shipper, and an authorized carrier, according to the applicable laws and regulations.

d. **END-USER:** Scientist working with the supplied MATERIAL.

e. **INTERMEDIARY:** Third party, different and independent from the END-USER, that makes an order on behalf of the END-USER, and to which the COLLECTION addresses the MATERIAL. These can be **whole-salers**, importers, or other type of intermediary agents, unrelated to the END-USER's institution.

f. **DEPOSITOR:** Person(s) or entity that provided the COLLECTION with the ORIGINAL MATERIAL.

g. **MATERIAL:** ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES. The MATERIAL shall not include MODIFICATIONS.

h. **ORIGINAL MATERIAL:** That which was originally supplied to the COLLECTION by the DEPOSITOR.

i. **PROGENY:** Unmodified descendant (e.g. sub-culture or replicate) from the ORIGINAL MATERIAL.

j. **UNMODIFIED DERIVATIVES:** Replicates or substances which constitute an unmodified functional subunit or product expressed by the MATERIAL, such as, but not limited to, purified or fractionated subsets of the MATERIAL, including expressed proteins or extracted or amplified DNA/RNA.

k. **MODIFICATIONS:** Substances **produced** by the RECIPIENT by using the MATERIAL, which are not the ORIGINAL MATERIAL, PROGENY, or UNMODIFIED DERIVATIVES, and which have new properties. MODIFICATIONS include, but are not limited to, recombinant DNA clones.

l. **COMMERCIAL PURPOSES:** The use of the MATERIAL for the purpose of profit and any sale, lease, lend and exchange of the product or service that incorporates the MATERIAL.

m. **LEGITIMATE EXCHANGE:** The transfer of the MATERIAL between scientists working in the same laboratory, or between partners in different Institutions collaborating on a defined joint project, **for non-commercial purposes**. This also includes the transfer of MATERIAL between public service culture collections for accession purposes, provided the further distribution by the receiving collection is under MTA conditions equivalent and compatible to those in place at the supplying collection.

THE **COLLECTION** WILL TRANSFER THE MATERIAL UNDER THE TERMS AND CONDITIONS SPECIFIED IN THIS MATERIAL TRANSFER AGREEMENT.

THE **RECIPIENT** – BEING END-USER, INTERMEDIARY OR CULTURE COLLECTION– ACCEPTS THE TERMS AND CONDITIONS OF THIS MATERIAL TRANSFER AGREEMENT BY PLACING AN ORDER WITH THE COLLECTION.

This AGREEMENT is between the COLLECTION and the RECIPIENT of the MATERIAL:

1. RECIPIENT agrees that all information provided to the COLLECTION in connection with any order for MATERIAL is accurate and complete, and otherwise complying with applicable laws and regulations.

2. RECIPIENT agrees that MATERIAL designated Risk Group 2 or above (as defined by the national regulations of the country where the COLLECTION is located) may cause human disease and that MODIFICATIONS or other MATERIAL, not so designated, may cause human disease under certain conditions.

3. RECIPIENT agrees that any handling or other activity undertaken in their laboratory with the MATERIAL will be conducted under their responsibility and in compliance with all applicable laws and regulations.

4. RECIPIENT therefore assures that within their laboratory (i) access to the MATERIAL will be restricted to personnel capable and qualified to safely handle said MATERIAL and (ii) RECIPIENT shall exercise the necessary care, taking into account the specific characteristics of the MATERIAL, to maintain and use it with appropriate precautions to minimize any risk of harm to persons, property, and the environment, and to safeguard it from theft or misuse.

5. The RECIPIENT shall not distribute, sell, lend, propagate for distribution or otherwise transfer the material received from the COLLECTION or replicates of it to third parties, except those RECIPIENT that act as INTERMEDIARY and those RECIPIENT involved in LEGITIMATE EXCHANGES as defined above, for any reason without the prior written permission from the COLLECTION.

6. Subject to the terms and conditions of this AGREEMENT and any statutory, regulatory or other restriction imposed by law or any third party interest, RECIPIENT may use the MATERIAL in any lawful manner for non-commercial purposes. The RECIPIENT agrees that the received strains are used for research, teaching or control purposes only.

7. If the RECIPIENT desires to use the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSE(S) and/or file a patent application, it is the responsibility of the RECIPIENT, in advance of such use and/or filing to contact the COLLECTION and the appropriate authority in the country of origin of the MATERIAL, as indicated by the COLLECTION's documentation, to negotiate with each in good faith, the terms of any benefit sharing, as indicated by the COLLECTION's documentation.

8. Nothing in this AGREEMENT grants RECIPIENT any rights under any patents, propriety, intellectual property, or other rights with respect to the MATERIAL.

9. RECIPIENT agrees to acknowledge the COLLECTION as the source of the MATERIAL in any and all publications that reference the MATERIAL. RECIPIENT agrees to take into account the articles of the Convention on the Biological Diversity.

10. Warranty: The COLLECTION hereby assures within the scope of its quality system and as far as can be determined through the COLLECTION's test regimes, that the MATERIAL shall be viable and pure upon shipment from the COLLECTION. Any claim against the warranty will have to be communicated to the COLLECTION within a period of one (1) month from the COLLECTION's shipment, and will have to be justified to the COLLECTION's satisfaction. The primary remedy for breach of this warranty is replacement by the COLLECTION of the MATERIAL free of charge.

11. Disclaimer of warranties. Except as expressly provided in this AGREEMENT and within the limits of the scope of the COLLECTION's quality system, there are no representations or warranties by the COLLECTION with respect to the MATERIAL, express or implied, including without limitation, any implied warranty of authenticity, typicality, safety, fitness for a particular purpose, or of the accuracy or completeness of the data.

12. RECIPIENT indemnifies and holds harmless COLLECTION from and against all third party claims, damage and loss relating to RECIPIENTS's use, storage or disposal of MATERIAL.

13. This Agreement shall be governed by the laws of Finland excluding its conflict of law rules. Any dispute arising out of or in connection with this Agreement (that cannot be settled amicably or in a special conciliation procedure), including any question regarding its existence, validity or termination, shall be referred to and finally resolved in arbitration by the Rules of International Chamber of Commerce. Proceeding shall take place in the city of Helsinki, Finland and it shall be conducted in English.