

	<b>MTA</b> <b>Material Transfer Agreement</b>	UBOCC number tracking
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**Between:**

**The Université de Brest (UBO)**

Experimental public higher education institute in the fields of sciences, culture and professional education

Having its head office at 3 rue Matthieu Gallou- CS 93837- 29238 Brest cedex 3, FRANCE

SIRET number 941.298.317.00012, APE code 8542Z,

Represented herein by Pascal OLIVARD acting as President,

Support Institute administrator of UBO Culture Collection (UBOCC)

Hereafter referred as: **SUPPORT INSTITUTE**

**And:**

Having its head office at:

Registered under the file number:

Represented herein by

In his capacity as

Hereafter referred as: **RECIPIENT**

SUPPORT INSTITUTE and RECIPIENT are hereinafter referred to as "**Parties**".

**Preamble**

Microorganisms have been isolated, characterized and maintained in dedicated culture collections. The SUPPORT INSTITUTE is responsible for the administrative, legal and financial management of the UBO Culture Collection. The SUPPORT INSTITUTE provides the materials from the Collection.

In this context, RECIPIENT is interested to perform research work on strains collected by the UBO and identified in Appendix 1 hereunder (hereafter referred as the MATERIAL).

<b>Recipient Scientist</b> Asking for Original Material	
<b>Site of investigation</b> (of performance of the Research described hereunder)	
<b>Research</b> to be carried out by Recipient through the use of Material	
<b>Actions on the Material</b>	Mutation of the MATERIAL: Yes <input type="checkbox"/> No <input type="checkbox"/>  If yes, which one?  Combination or incorporation of Material with another material: Yes <input type="checkbox"/> No <input type="checkbox"/>

Commenté [AW1]: File MTA information

Commenté [AW2]: File MTA information



In order to monitor deposit and distribution of strains, UBOCC needs to collect certain personal data (surname, first name, civility, e-mail address, postal address, telephone) from its customers and users. In accordance with the general regulations on the protection of personal data (RGPD), the customer/user has the right to access, rectify and delete personal data. For additional information, do not hesitate to contact us at ubocc@univ-brest.fr

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**THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

#### **ARTICLE 1 PURPOSE OF THE AGREEMENT**

- 1.1 RECIPIENT acknowledges that this Agreement is entered into in order to encourage scientific collaboration aimed at further development and application of the MATERIAL and exchange of technical data.
- 1.2 The SUPPORT INSTITUTE agrees to supply the MATERIAL to RECIPIENT under conditions set forth herein.
- 1.3 MATERIAL shall include (i) descendant from the MATERIAL unmodified by the RECIPIENT (such as virus from virus, cell from cell, or organism from organism); (ii) substances created by RECIPIENT which constitute an unmodified functional subunit or product expressed by the original MATERIAL (examples: subclones of unmodified cell lines, purified or fractionated subsets of the original Material, proteins expressed by DNA/RNA or monoclonal antibodies secreted by an hybridoma cell line).

#### **ARTICLE 2 TRANSFER OF MATERIAL**

- 2.1 The RECIPIENT agrees to pay **XXX** euros, excluding taxes (**XXX€** for the strains + **XXX€** for postal service). Invoice will be sent by mail to the SUPPORT INSTITUTE and payment will be made in the name of the « Agent Comptable de l'UBO » (accounting officer of the UBOCC) :  
Trésorerie Générale TP BREST  
BIC Code : BDFEFRPPXXX  
IBAN Code: FR 76 1007 1290 0000 0010 0279 091

The identification of the bank transfer must mention the UBOCC

- 2.2 The SUPPORT INSTITUTE shall send the MATERIAL to the Site of investigation to the attention of the Recipient Scientist.
- 2.3 The SUPPORT INSTITUTE cannot be held responsible for possible transport damages. Should the MATERIAL not arrive or arrive at the Site of investigation under conditions such as it would be unusable, the Provider Scientist shall seek to send again to the best of its ability, the MATERIAL, at RECIPIENT expenses.

#### **ARTICLE 3 UTILISATION OF MATERIAL**

- 3.1 RECIPIENT agrees that the MATERIAL :
  - (a) is to be used solely for purpose of the Research described here above;
  - (b) will not be distributed or released to any third parties for any purpose;
  - (c) will not be used in human subjects in clinical trials, or for diagnostic purposes involving human subjects;



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- (d) is to be used only in compliance with all laws and regulations applicable to the Material; and
- (e) is to be used only at RECIPIENT's Site of investigation and by employees of the RECIPIENT only,
- (f) shall be destroyed at the complete realisation of the Research, such destruction being notified by written means to the SUPPORT INSTITUTE.

Any mutation of the Material or any combination or incorporation by the RECIPIENT with another Material is forbidden unless authorised as described above in the Preamble. In such a case, the Parties will apply the provisions from article 4 hereunder.

In the case where a mutation of the MATERIAL is spontaneous, the Partner will inform the SUPPORT INSTITUTE within reasonable time and the Parties will apply article 3.4 hereunder.

3.2 In particular, if applicable, in the context of international regulations on access to genetic resources and the fair and equitable sharing of benefits arising from their utilization (ABS), the RECIPIENT undertakes to exercise all necessary diligence to ensure compliance with the legislative and regulatory provisions in force pertaining to the transferred MATERIAL. The SUPPORT INSTITUTE will make its best efforts to transfer to the RECIPIENT all information available at SUPPORT INSTITUTE regarding the MATERIAL with regard to ABS regulation. RECIPIENT ensures that this information and any additional mandatory information will be kept for a minimum duration of twenty (20) years after termination of the Agreement.

3.3 RECIPIENT shall be authorized to use MATERIAL for research implying third parties, providing that it obtains previous written authorization of the SUPPORT INSTITUTE. In such cases, RECIPIENT will be liable for respect by the authorized third parties of the terms of the present Agreement.

3.4 The MATERIAL is deemed property of the SUPPORT INSTITUTE. If the RECIPIENT desires to use the MATERIAL for commercial purposes, RECIPIENT agrees, in advance of such use, to negotiate in good faith with the SUPPORT INSTITUTE to establish the terms of a commercial license. It is understood by RECIPIENT that the SUPPORT INSTITUTE shall have no obligation to grant such a license to RECIPIENT and may grant exclusive or non-exclusive commercial license to others or sell or assign all or part of the rights in the MATERIAL to any third party, subject to pre-existing rights held by others.

#### **ARTICLE 4 NO WARRANTY**

4.1 RECIPIENT accepts the MATERIAL "as is" and acknowledges that it is experimental in nature and that it should be used with prudence and appropriate caution, since not all of its characteristics are known and it may have hazardous properties and may cause human disease under certain conditions. The RECIPIENT agrees that any handling or other activity undertaken with the MATERIAL will be conducted under its responsibility.

4.2 RECIPIENT assures that:

- (i) access to the MATERIAL will be restricted to capable and qualified staff able to safely handle said MATERIAL,



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- (ii) it 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 misuse.

4.3 THE SUPPORT INSTITUTE makes no representations and extend no warranties of any kind, either expressed or implied, in connection with the MATERIAL used by RECIPIENT, in particular that the use of the MATERIAL will not infringe any patent or any other intellectual property right of any third party. RECIPIENT will defend, indemnify and hold harmless The SUPPORT INSTITUTE from any damages, claims, or other liabilities which may be alleged arising from the use of the MATERIAL or information related thereto. The SUPPORT INSTITUTE will make its best efforts to provide the RECIPIENT with all available information concerning the MATERIAL and potential risks to human health and / or the environment.

## ARTICLE 5 RESULTS

- 5.1 While the SUPPORT INSTITUTE retains ownership of the MATERIAL, subject to third-party rights, all results from the Study will be owned by the RECIPIENT.
- 5.2 RECIPIENT will not file, or have filed in the name of third parties in any country, any patent application, or intellectual property rights (copyrights, trademarks,...) claiming MATERIAL, or any other material that could not have been made but for the MATERIAL or method(s) of manufacture of the MATERIAL without the prior written consent of the SUPPORT INSTITUTE.
- 5.3 This Agreement shall not be interpreted to prevent or delay publication of Research results resulting from the use of the MATERIAL. Recipient will supply the SUPPORT INSTITUTE with preprints of any such publications.
- 5.4 The RECIPIENT agrees to acknowledge the SUPPORT INSTITUTE as the source of the MATERIAL in all written or oral public disclosures concerning research on the MATERIAL. The SUPPORT INSTITUTE and the strain UBOCC number should be cited and the SUPPORT INSTITUTE. The UBOCC strain number cannot be modified or deleted in any case. Nothing however in this Agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise the name of the SUPPORT INSTITUTE or any of its marks.

## ARTICLE 6 MISCELLANEOUS

- 6.1 This Agreement has been entered into *intuitu personae*. The Agreement is therefore non-transferable before the prior written consent of the other Party which may not be unreasonably withheld.
- 6.2 This Agreement may not be modified without the prior written approval of the Parties.



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6.3 If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances.

6.4 This Agreement constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written understandings, communications or agreements not specifically incorporated herein.

#### **ARTICLE 7      TERMINATION**

7.1 This Agreement enters into force on the last date mentioned on signature page.

7.2 This Agreement will terminate on completion of RECIPIENT's Research with the MATERIAL.

7.3 Following termination, RECIPIENT will discontinue its use of the MATERIAL and will upon direction of the SUPPORT INSTITUTE, return or destroy any remaining MATERIAL.

#### **ARTICLE 8      APPLICABLE LAW – CONTENTION**

8.1 This Agreement is governed by French law.

8.2 If any difficulty arises regarding the construction or execution of this Agreement, the Parties shall endeavour to find an amicable solution to their dispute.

8.3 In the event of persistent contention between the parties regarding the application of the provisions herein, parties agree to submit the contention to an independent expert, acting as a joint representative, designated by common agreement. Failing this, the case would be submitted to the competent courts in France at the request of the most diligent Party.



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Done in duplicate copies

For SUPPORT INSTITUTE  
Signed on ...  
By Pascal OLIVARD, President

For RECIPIENT  
Signed on...  
By...

TEMPLATE



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## Annex 1: Description of the MATERIAL

N° UBOCC	Identification	Country of origin	Substrate	Isolation date	Isolated by	Identification method	Growth conditions	Biosafety level	ABS Information*	Notes

UBOCC keeps track of all its biological resources. For instance, UBOCC will do its best efforts to provide you with the required information regarding others users and any rights of third party.

\*Information on ABS regulation is given for information purposes only. Neither the SUPPORT INSTITUTE nor UBOCC can be held responsible if this information proves to be incorrect. Please contact your ABS unit and consult the website <https://absch.cbd.int/en/>



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