学術研究 ABS ツールキット

IV-B

遺伝資源利用研究のための
素材移転契約見本

ABS 学術対策チーム

森岡　一

内容

はじめに

生物多様性条約および名古屋議定書は生物資源の移転に伴う法的制度を定めている。その中で重要なものに「相互に合意する条件（MAT)」がある。利用研究の対象となる生物資源を移動させる際に当事者間で合意する契約書として実現される。契約の形態は自由であり、当事者間の合意をまとめたものであるべきである。したがって、利用研究形態に応じて条項の取捨選択を行うことはできる。ただし、法的確実性を持たせるために、法的条項は国際的に確立されたものを用いることが多い。

生物資源の移動には、生息域内で生物資源を保有し提供する国の場合もあるし、提供国にある生息域外保存機関が提供する場合もある。生息域内の国からの移転の場合、「相互に合意する条件（MAT)」の実施形式は明確な利益配分を含むため前章で記載した共同研究契約形式を取ることが多い。しかし、提供国との共同研究は意図しておらず、提供国への直接的な活動を伴わず、単に遺伝資源を日本に移動させる場合、素材移転契約（Material Transfer Agreement:MTA）を採用することが一般的である。

提供国から遺伝資源を入手する際、素材移転契約（MTA）を採用する場合において、提供国側の主に政府機関が提示している標準形式のものを用いるが、標準素材移転契約でも利益配分条項を設定している。また、多くの場合輸出許可証となる場合が多い。したがって、素材移転契約であっても自由にその内容を交渉により変更できるようにはなっていない標準形式が多い。提供国の権威ある当局から「事前の情報に基づく同意（PIC)」を入手する際、サインされた標準素材移転契約を提出するが、当局のチェックは利益配分条項であることを認識すべきである。政府認定の標準素材移転契約形式を用いる方が当局の理解が早いのは当然である。

政府認定の標準素材移転契約形式を用いず、提供国の研究者個人、保存機関や学術機関と素材移転契約を結ぶ場合もある。しかしこの提供国の機関等との素材移転契約に利益配分条項がない場合、提供国政府から別途利益配分契約の設定を要求される場合があり、その交渉に時間を費やすことになる。したがって、あらかじめ利益配分条件について十分当事者間で交渉しておくことが大切であ

る。

生息域外の保存機関、特に提供国以外の大学、研究所等からの遺伝資源を移転する場合、研究目的の研究者間の移転という形態が多いため、科学の再現性原則と学界の長年の習慣に基づいた素材移転契約の形式を取る。この場合、自由利用を基礎とし、非営利研究目的限定のため、利益配分についてほとんど考慮されていない。学会や保存機関が定める素材移転契約も同様な原則に基づいて作られている。

素材移転契約には、非常に簡便化され、統一化された契約形式も多いが、これは利用国内学術関係者間の長年の信頼関係に基づいた習慣によるためである。しかし、提供国との関係では利用国での習慣が通じない場合があるので、素材移転契約を用いる場合は、どのような研究形態に対応した契約であるかをよく吟味する必要がある。

しかし、名古屋議定書が発効したあとでは、研究機関や保存機関に保存されているいわゆる生息域外遺伝資源についてもその効力が及ぶことを理解すべきである。名古屋議定書の示す要件で重要になるのは、生息域外遺伝資源の第三者移転と非商用利用から商用利用への転換である。生息域外遺伝資源に起源国があり、移動の際の契約が存在する場合、契約条件を第三者が遵守することが求められている。商用転換の場合、再契約が必要となる。

見本として掲げた素材移転契約は名古屋議定書に対応していない点も多いことに注意が必要である。特に、名古屋議定書第 15 条、16 条のアクセスと利益配分遵守条項には完全には対応していない。そのため、欧州の名古屋議定書国内措置である EU 規則の第 4 条 due diligence、第 5 条コレクション登録簿の要件も満たしていないことになる。

現在欧州の学会等を中心に名古屋議定書、EU 規則条項に沿った素材移転契約の改定作業が行われている。特に、現在研究者が保有している生物資源を第三者の研究者に移転する場合、オリジナル許可や契約の同時移転等の要件が付加される可能性が高いので注意が必要である。もし、これらの条項を含んでいない素材移転契約を用いる場合、新たな必要条項を付加することを強く要望する。

本素材移転契約見本は、多くの文献集から集めたものである。多くは公開文書であるが、中には使用に制限がある場合もある。実際に素材移転契約を作成する場合は、単なる見本の写しではなく、多くの条文を参考に自身で作成さることを推奨する。見本として用いたものは記載そのままになっているので、中身を確認しないでコピーすれば不都合が生じる場合もある。特に固有名は避けるべきである。

日本語訳も含め本見本集はあくまで参考文書であり、これを用いて起こった不都合について本チームは一切責任を負わない。

素材移転契約の一般的条項

ボン・ガイドラインに示されたMTAの構成要素は次のようになる。利用する遺伝資源の特殊性あるいは利用形態とその予想される成果によって条項の追加、削除を行う。最も重要なのはアクセスと利益配分に関する部分であるので、提供者と十分な議論・交渉が必要で、相互の合意が得られるまで行わなければならない。

表 1　素材移転契約に含めるべき一般的条項

Introductory provisions	**導入部**
Preamble statement	背景
Legal status of provider and user of genetic resources	遺伝資源提供者と受領者の法的身分
Mandate of the provide and if appropriate the user	提供のmandateと必要な場合利用者のmandate
Access and Benefit Sharing provisions	**アクセスと利益配分条項部**
Definitions	定義
Descriptions of resources covered by the MTA	MTAによってカバーされる遺伝資源の記述
Permitted uses, including potential uses of genetic resources and their products or derivatives under the MTA (eg. research, breeding, commercialization etc.)	遺伝資源やその成果物あるいは派生物の潜在的利用を含むMTAで許可された利用（例：研究、育種、商用化など）
Statement for information and permission needs for change of use than the original one intended at the time of access	アクセス時に意図している初期の目的以上の利用の変更に対する情報と許可の必要性表明
Statement on IPR provisions and related conditions	知的財産権条項と関連条項表明
Terms of benefit sharing	金銭的あるいは非金銭的利益の配

arrangements, including commitments to share monetary and non-monetary benefits	分へのコミットを含む利益配分条項
Provisions for third party transfers and conditions related to these	第三者移転条項とそれに関する条項
Responsibilities related to environmental impacts	環境へのインパクトに関する責任条項
Legal provisions	**法的規定部**
Obligations to comply with MTA	MTA 遵守義務
Duration of agreement	契約期間
Notice to terminate the agreement	契約終了通知
Clauses that might serve after termination of the agreement	契約終了後の取り扱い条項
Enforceability of clauses	条項の執行可能性
Description of events limiting liability of either party	両者の責任制限事項の記載
Dispute settlement arrangements	紛争解決手続
Assignment of transfer of rights Assignment, transfer or exclusion of the right to claim IPRs and property rights over the genetic resources received through the MTA	権利の譲渡、移転 MTA を通じて入手した遺伝資源に対する知的財産権請求権の譲渡、移転、排除
Choice of law	執行法の選択
Confidentiality clauses	秘密保持条項
Warranty	保証

提供国提供の標準素材移転契約

アルゼンチン標準素材移転契約モデル１

アルゼンチン標準素材移転契約モデル１

Model 1

Terms and Conditions of the Agreement

This …… Agreement is made and entered into by and between the following Parties: ……, herein represented by its director, (profession) Dr. ……., an Argentine national with DNI Nº ----------, whose domicile is located at …… ("PROVIDER"), AND ……., herein represented by its director, (profession) ……., a(n) (nationality) national with identification document Nº ----------, whose domicile is located at ---------- ("RECIPIENT").

The Parties agree as follows:

FIRST: PROVIDER shall supply the tissue samples from the species detailed in the annex which is part of this contract for ……..

SECOND: All material used is the property of PROVIDER, who shall supply it at no cost; said material shall be used exclusively for academic and scientific research purposes.

THIRD: The material used shall be consumed during analysis; any

remaining material shall either be destroyed upon completion of analysis or returned to PROVIDER after use.

FOURTH: The country of PROVIDER shall exclusively retain all intellectual property rights related to the material used and its derivatives.

FIFTH: The project shall be carried out by ..... (detailed) on behalf of PROVIDER, and by .....(detailed) on behalf of RECIPIENT.

SIXTH: DURATION - POSSIBILITY OF EXTENSION

SEVENTH: RECIPIENT shall collaborate with PROVIDER .....concerning the project.

EIGHTH: The research results published in respect of the material used shall be published jointly by RECIPIENT scientist(s) and PROVIDER scientist(s). RECIPIENT and PROVIDER shall duly acknowledge the source of the material in all publications related to the material used; RECIPIENT and PROVIDER shall send copies of the publications and preliminary reports related to the material used and its modifications to the Argentine Ministry of Environment and Sustainable Development.

NINTH: PROVIDER and RECIPIENT shall take all necessary measures to ensure the respect, preservation, and maintenance of the knowledge, innovations, and practices of the communities of their respective countries; PROVIDER and RECIPIENT shall likewise take all necessary measures to ensure compliance with all the applicable laws, rules, guidelines and

regulations of both countries.

ELEVENTH [*sic*]: The Parties shall maintain the conditions stipulated for the duration of the field work conducted. In the event of any changes, the Agreement shall be re-negotiated, taking into account: (conditions).

TWELFTH: TERMINATION. In the event that either Party fails to comply with any of the obligations set forth herein, the non-breaching party may terminate this contract by giving certified notice. In the event of continued breach of contract, either Party may terminate this Agreement.

THIRTEENTH: Both Parties constitute special domicile for all judicial and extrajudicial purposes deriving from the provisions of this Agreement, as stated above, and voluntarily submit to the jurisdiction of the Courts of the City of Buenos Aires, Argentina, for approval, application, interpretation, or any other purpose in respect of these presents, and expressly waive any other forum or jurisdiction to which they may have recourse.

IN WITNESS WHEREOF, this Agreement is executed in two counterparts, each of which shall be deemed an original of equal validity.

アルゼンチン標準素材研究海外移転契約モデル 3

アルゼンチン標準素材研究海外移転契約

MODEL 3

Terms of Material Transfer Agreement

Provider Institution: Description, full particulars

Name of Representative of Provider Institution:

Title of Representative of Provider Institution:

Recipient Institution: Description, full particulars

Name of Representative of Recipient Institution:

Title of Representative of Recipient Institution:

Project/Associated Agreement (where applicable):

Description of Material Transferred: Description, full particulars

Provider Institution Shipping Form:

In consideration of the provisions of the Convention on Biological Diversity, the qualified Signatory Institutions, through their duly authorized representatives, agree to use the samples transferred between them in accordance with the following terms and conditions:

1. The Material provided shall be used by the Recipient Institution exclusively for the scientific research stipulated, and shall not be used for commercial purposes.

2. In the event of discovery of a potential commercial use for a product or process which is or is not subject to copyright protection and which derives from the sample provided as genetic heritage under these terms, the Recipient Institution shall notify the Provider Institution of said discovery. The activity related to said potential use shall be suspended. In respect of the circumstances, a new contract containing the relevant legal provisions shall be executed.

3. No sample component of genetic heritage shall be released to a third party by the Recipient Institution without the prior execution of a new material transfer agreement between the original Provider Institution and the new Recipient Institution.

4. A Recipient Institution which receives a sample component of genetic heritage shall comply with these terms of material transfer in any transaction related to the sample in question. The Recipient

Institution shall not be considered a Provider and shall not be entitled to any benefits related to the Material.

5. Any publication issuing from the study of the sample component of genetic heritage provided shall explicitly acknowledge the source of the material and recognize the Provider Institution. A copy of the publication in question shall be sent to the Provider Institution and to the Argentine Ministry of Environment and Sustainable Development.

6. Non-compliance with these terms shall entail the applicable statutory sanctions.

7. The headquarters of the Provider Institution shall be a competent forum for the settlement of disputes between the Institutions Parties to this material transfer agreement.

8. Regardless of the length of time for which the material is lent (six months), this Material Transfer Agreement shall be valid for one year and may be renewed upon express formal request and mutual accord of the Parties prior to the expiration of the Agreement.

9. Independently of the renewal of this Agreement, the commitments in respect of the material transferred under these terms shall survive indefinitely.

IN WITNESS WHEREOF, **Provider Institution** and **Recipient Institution** have caused this Agreement to be executed in triplicate by their respective duly authorized representatives.

Place and Date

Representative of **Recipient Institution**

Representative of **Provider Institution**

Minimum Clauses Common to All Material Transfer Agreements (MTAs)

- The samples shall be used exclusively for the purposes set out in the Research description. The Research description shall not be modified and the material shall not be used for other purposes unless a new authorization is submitted in writing.
- Whether provided temporarily or permanently, the material shall be used by the Recipient Institution exclusively for non-commercial scientific research.
- A Recipient Institution which temporarily or permanently receives a sample component of genetic heritage shall comply with the terms of the transaction related to the sample in question. The Recipient Institution shall not be considered a Provider and shall not be entitled to any benefits related to the Material.
- No sample component of genetic heritage, provided temporarily or permanently, shall be released to a third party by the Recipient Institution without the prior execution of a new material transfer agreement between the original Provider Institution and the new Recipient Institution. No part or by-product shall be lent or transferred to another researcher or institution without prior written authorization, which shall require a new procedure.
- In the event of discovery of a potential commercial use for a product or process which is or is not subject to copyright protection and which derives from the sample provided as genetic heritage under these terms, the Recipient Institution shall notify the Provider Institution of said discovery. The activity related to said potential use shall be suspended. In respect of the circumstances, a new contract containing

the relevant legal provisions shall be executed. Argentina shall have exclusive title to all intellectual property rights related to the material used and its derivatives.

- Any remaining part or by-product of the sample shall be returned upon completion of analysis, unless the final destination of the material was stipulated beforehand. The material used shall be consumed during analysis; otherwise, any material remaining after analysis shall be destroyed or returned.
- Both Parties shall disseminate the research results as extensively as possible, publishing said results in international periodicals. The Argentine Party shall, moreover, disseminate the results across all spheres of administration, particularly those of public administration, which might consider them useful.
- Research results shall be published jointly by Recipient and Provider. Recipient and Provider shall duly acknowledge the source of the material in all publications related to the material used; Recipient and Provider shall send copies of the publications and preliminary reports related to the material used and its modifications to the Argentine Ministry of Environment and Sustainable Development. Any publication issuing from the study of the sample component of genetic heritage provided shall explicitly acknowledge the source of the material and recognize the Provider Institution. A copy of the publication in question shall be sent to the Provider Institution and to the Argentine Ministry of Environment and Sustainable Development.
- Non-compliance with these terms shall entail the applicable statutory sanctions.
- The headquarters of the Provider Institution shall be a competent forum for the settlement of disputes between the Institutions Parties to this agreement.
- Independently of the renewal of this Agreement, the commitments in respect of the material transferred under these terms shall survive indefinitely.

Existing Guidelines and Codes of Conduct Related to Access and Benefit-Sharing:

In Argentina, Resolution No. 226/2010 of the Ministry of Environment and Sustainable Development (SAyDS) governs and regulates access to genetic resources in order to ensure that the benefits derived from their use are shared fairly and equitably with the providers of said resources in accordance with the Convention on Biological Diversity (National Act No. 24.375). The Resolution covers all genetic material which is representative of biological diversity as defined in Article 2 of the Convention on Biological Diversity and which is collected or obtained by any means for scientific purposes or for research purposes applied to industry or trade, with a view to its import or export.

All information regarding procedures in respect of and compliance with the relevant national regulations is available at www.ambiente.gob.ar/biodiversidad.

ウルグアイ国立農業研究所標準非商用限定ライセンス契約

ウルグアイ国立農業研究所標準非商用限定ライセンス契約

Restricted License for non-profit purposes of the National Agricultural Research Institute (INIA) Uruguay

背景

Subject matter Plant genetic resources

Summary of use(s) Research and education

Purpose or background This model contract is drawn up for the exchange of germplasm of cultivated species, which is in the improvement phase, not for indigenous materials in which traditional knowledge and/or prior informed consent are relevant. Should said type of contracts need to be drawn up, consultations will be held with the National Genetic Resources

Committee, the Convention on Biological Diversity (CBD) focal point and the appropriate legal advisors.

Contact details Federico Condón, Senior Researcher/Plant Genetic Resources, National Institute of Agricultural Research (INIA), Uruguay, INIA, La Estanzuela, Ruta 50 Km 11, Colonia, Uruguay, fcondon@le.inia.org.uy, 0574800, 05748012

契約本文

NATIONAL AGRICULTURAL RESEARCH INSTITUTE (INIA Uruguay)

MATERIAL TRANSFER AGREEMENT

The parties agree as follows.

1. The parties to this Agreement are: NATIONAL AGRICULTURAL RESEARCH INSTITUTE of Uruguay (hereinafter referred to as INIA) and NAME OF THE RECIPIENT - ADDRES OF THE RECIPIENT (hereinafter referred to as RECIPIENT).

2. The vegetable material covered by this Agreement is defined as the species of *Xxxxx xxxxx* (hereinafter referred to as MATERIAL), developed by INIA and includes the following:

Sample number	Genera and Specie	Cultivar name	Seed (g)
1	*Xxxxx xxxxx*		
2			
3			

3. The samples of the MATERIAL, detailed before, are sent to the RECIPIENT, with the only purpose of evaluation of the different cultivars. No one is permitted any cloning or molecular manipulation of the proteins and/or the specific genes contains in the MATERIAL.

4. The RECIPIENT agrees to share with INIA the results of the field/green house/disease resistance evaluation results of the MATERIAL with INIA, as well as it´s comparison to adapted or local genotypes.

5. RECIPIENT agrees that this MATERIAL will not be released to any person other than the signatories of this Agreement, except co-workers working directly under a signatory supervision who have agree to bide by the terms and conditions of this Agreement. No one is permitted to take or send this MATERIAL to any other person, unless prior written permission is obtained from INIA.

6. This Agreement and the resulting transfer of MATERIAL, constitutes a restricted license for RECIPIENT to use the MATERIAL, solely for not-profit purposes. MATERIAL will not be used for any purpose inconsistent with this Agreement. Upon completion of the work for which this restricted license is granted, the MATERIAL must be destroyed.

7. RECIPIENT shall not obtain any ownership right in MATERIAL, unless prior written permission is obtained from INIA.

8. The RECIPIENT shall not keep seed remnant or from harvested from trials. If the RECIPIENT would like to harvest seed for future field trials, the RECIPIENT agrees to communicate to INIA such action.

9. The RECIPIENT shall not start seed increases based on the seed exchanged for any non research pourpuse.

10. If the RECIPIENT, as the results of the field trials, has interest to develop the MATERIAL in the commercial market, the RECIPIENT agrees to negotiate in good faith with INIA, prior to marketing of such products, the compensation to be paid by the RECIPIENT to INIA. Such compensation may include royalties on the gross sales value of such products derived from the MATERIAL.

11. RECIPIENT agrees to send to INIA an annual report describing the results of the research using the MATERIAL.

12. RECIPIENT agrees not to publish results involving MATERIAL, without citing the source and giving credit to INIA as creator of the MATERIAL.

13. Any dispute concerning this Agreement shall be settled if possible by full and frank discussion between the parties. In the absence of any agreement, the parties agree to settle the dispute by arbitration. Such arbitration shall be conducted under the rules and procedures of the Model Law on International Commercial Arbitration adopted by Unites Nations Commission on International Trade Law on 21 June 1995 as amended to the date of the arbitration.

Each party waives its rights to further appeal or redress in any court or tribunal, except solely for the purpose of obtaining judgement on any award rendered by the arbitration, which may be entered in any Court having jurisdiction.

The parties agree that the external costs and expenses of the arbitration proceedings shall be borne in accordance with the decision of the arbitrator or the arbitral tribunal. If the arbitrator or the arbitral tribunal does not rule on this point then those costs and expenses shall be borne equally by both parties.

14.The present Agreement will start at the same date of its signature and will expire when all research and development involving the exchanged materials is finished.

In witness whereof, the legally authorised representatives of the parties sign this Agreement in two copies of the same tenor and validity at the place and on the date indicated

INIA:	RECIPIENT
Signature:	Signature
Name:	Name:
Place and Date:	Place and Date:

ブラジル非商用目的遺伝財産輸出移転契約

ブラジル非商用目的遺伝財産輸出移転契約

MATERIAL TRANSFER AGREEMENT –

MTA, to be used when shipping genetic heritage samples for non-commercial research purposes	本素材移転契約は、非商用研究目的のため、遺伝財産を輸送する場合に使われる。
The Material Transfer Agreement (MTA) was established to monitor shipments of genetic heritage existing under *in situ* conditions, within the national territory, on the continental shelf and in the exclusive economic zone, or maintained under *ex situ* conditions, intended for Brazilian or foreign research institutions based on the following principles: ・Acknowledgment that the exchange of genetic heritage between research institutions in the field of biology and related areas, based in Brazil or abroad, is of vital importance to increase knowledge of Brazilian biodiversity; ・The need to ensure compliance with the provisions of the Convention on Biological Diversity, especially national sovereignty over biodiversity, prior informed consent and sharing of benefits arising from the use of genetic heritage.	素材移転契約（MTA）は、生息域外状態、領土内、大陸棚、排他的経済水域に存在するか、または、以下の原則に基づいて生息域外状態で維持されブラジルや外国研究機関の利用に予定された遺伝財産の輸送を監視するために作られた。 ・ 生物学や関連学問領域で、ブラジル内や海外にある研究機関の間で遺伝財産の交換することを認識することは、ブラジルの生物多様性の知識を増やすことに極めて重要であること。 ・ 生物多様性条約の条項の遵守、特に生物多様性に対する主権、事前の情報に基づく同意、遺伝財産の利用から生じる利益の配分を確実にする必要性。

Sending Institution: Address: Information on the representative of the Institution Name: ID (type, number, and issuing agency): Position of legal representative of the Sending Institution: Legal document assigning authority to the legal representative: (attach a copy) Receiving Institution: Address: Information on the legal representative of the Institution Name: ID (type, number, and issuing agency): Position of legal representative of the Receiving Institution: Legal document assigning authority to the legal representative: (attach a copy) Project/Agreement in question (as appropriate):	送付機関： 受領機関：
The signatory institutions, through their duly established representatives, bearing in mind the provisions of the Convention on Biological Diversity, Provisional Act No. 2,186-16, dated August 23, 2001, Decree No. 3,945, of September 28, 2001, as amended by Decree No. 4,946 of December 31, 2003, and	署名する機関は、その法的に有効な代表者を通じて、生物多様性条約、2001年の暫定措置令2,186-16号、2001年の法3945号、2003年の法4946号、2006年の遺伝財産管理委員会規則20号の条項のもと、以下の条件に従って関係機関間で遺伝財産要素である標本を利用する。

Genetic Heritage Management Council Resolution No. 20, of June 29, 2006, undertake to use the sample(s) of the genetic heritage components transferred among themselves pursuant to the following conditions:	
1. The received material must only be used by the receiving institution for noncommercial scientific research purposes.	第1条 受領する素材は、非商用的科学研究目的で受領機関のみで利用しなければならない。
2. In cases of any subsequent wish to make use of the samples of the genetic heritage components transferred under this MTA for the purposes of bioprospection, technological development, or the request of a patent, the Receiving Institution shall undertake to so inform the Sending Institution, which shall in turn inform the Genetic Heritage Management Council or an institution accredited under the terms of Article 11(IV)(e) of Provisional Act No. 2,186, dated August 23, 2001.	第2条 本素材移転契約に基づき移転された遺伝財産素材標本をバイオ探索、技術開発の目的で更に利用するか、または特許取得の要求がある場合、受領機関は送付機関にそのように情報を送り、送付機関は遺伝財産管理委員会または暫定措置令2186号の第11(IV)(e)の条件にもとで委譲された機関に通知しなければならない。
3. Undertaking the activities mentioned in the previous paragraph without complying with the relevant legal provisions, and in particular without prior authorization from the Genetic Heritage Management Council, is prohibited.	第3条 前条で示した活動を有効な法的条項に従わないで、特に遺伝財産管理委員会の事前の承認なしに行うことは禁止されている。
4. Samples of genetic heritage components may not be transferred to third parties by the Receiving	第4条 新しいMTAが、最初の送付機関と新しい受領機関の間で、2006年の規則20号

Institution unless a new MTA has first been signed between the original Sending Institution and the new Receiving Institution, in accordance with the provisions of Resolution No. 20, 2006.	の条項に従って合意されなければ、受領機関は受け取った遺伝財産要素の標本を第三者に移転することはできない。
5. Receiving Institutions shall abide by the terms of the MTA and shall not be considered providers with respect to the material received.	第5条 受領機関はMTAの条件を守らなければならない。そして、受領した素材について提供者と考えてはならない。
6. Any publication resulting from the use or study of shipped samples of genetic heritage components shall expressly acknowledge the origin of the material and credit the Sending Institution, to whom a copy of the publication in question must also be sent.	第6条 送付された遺伝財産要素標本の利用や研究の結果のあらゆる出版は、素材の起源に謝意を示し、送付機関に名誉を与えなければならない。更に、送付機関に出版物の写しを送付しなければならない。
7. The Receiving Institution will facilitate access and transfer of technology to the Sending Institution or to another institution indicated by this, as a means of promoting the conservation and sustainable use of the genetic heritage transferred.	第7条 移転された遺伝財産の保全と持続可能な利用を促進する手段として、受領機関は、送付機関やこの契約書に示されたその他の機関に、技術のアクセスと移転を促進しなければならない。
8. The Sending Institution is wholly responsible for identifying and properly packing the material, and for complying with specific shipment procedures related to biological risk assessment and for the containment of the organism or material transferred, observing all relevant official recommendations, international standards and specific	第8条 送付機関は、素材の同定と適切な梱包にすべての責任を持っている。更に、生物リスクアセスメントに関連した特殊輸送方法に従わなければならない。すべての適切な公式要領に従い、国際基準と受領国特有の法令に従って、移転する生物や素材の汚染に対しても責任を負っている。

legislation of the Receiving Country.	
9. The Receiving Institution commits itself to: a) not claiming any intellectual property rights over the genetic heritage components or parts thereof transferred under the MTA, without prior access authorization issued by the Genetic Heritage Management Council; b) informing the Sending Institution, in writing, of any adverse effects observed when handling the genetic heritage components under the MTA.	第9条 受領機関は以下の項目を約束している。 a) 遺伝財産管理委員会の事前の承認なしに、本MTAによって移転した遺伝財産要素や部分に対する知的財産権を主張しないこと。 b) 本MTAによって移転された遺伝財産要素を取り扱う際に観察された有害事象について、送付機関に書面にて、報告すること。
10. Failure to comply with the procedures set forth in this Agreement shall subject offenders to the penalties established in existing legislation.	第10条 本契約書で設定された方法を遵守しない場合は、違反者として、現存する法令に示された罰則の対象となる。
11. The competent forum for settling disputes among institutions with respect to this MTA shall be the head office of the original Sending Institution.	第11条 本MTAに関する機関間の紛争を解決する権威ある機関は、起源となる送付機関の本部である。
12. The commitments related to the material transferred under this Agreement shall remain valid for an indefinite period of time, regardless of whether or not the Agreement has been renewed.	第12条 本契約の基で移転された素材に関する約束は、本契約が更新されてもされなくても、永久に有効である。
Having agreed with all the above provisions, the representatives of the Receiving Institution and of the Sending Institution hereby sign this Agreement, in three identical copies, each equally authentic, with equal	上記条項すべてに合意し、受領機関と送付機関の責任者は、本契約書に署名する。そして、3通の同一写しをとる。すべての写しは真正であり、すべて法的に有効である。

legal effect.	
Place and date: _____ Representative of the Receiving Institution: _____ Representative of the Sending Institution: _____	場所と日付 受領機関の責任者 送付機関の責任者
ANNEX II Model of standard Warning Label to be attached to the outside of the package containing the shipped sample of a Genetic Heritage Component. When appropriate, a label in English, Spanish or French shall also be attached. ATTENTION! Sample of Brazilian Genetic Heritage CONTAINS BIOLOGICAL MATERIAL OF NO COMMERCIAL VALUE Shipment in accordance with Genetic Heritage Management Council Resolution No. 20, of June 29, 2006 (Provisional Act No. 2186-16/ 2001). Documents which must accompany this shipment: Where the Receiving Institution is based abroad, copy of the Authorization granted by the Genetic Heritage Management Council or the institution it has accredited. In cases where a Special Authorization on Access and Shipment has been issued, a copy of the MTA, OR	付録II 輸送される遺伝財産要素標本の梱包の外側に添付される標準警告ラベル見本。適切に、英語、スペイン語、又はフランス語表記のラベルが添付される。 注意 ブラジルの遺伝財産標本は、商品価値のない生物材料を含んでいる。 輸送は、遺伝財産管理委員会規則第20号に従っている。 本輸送に添付されている書類 受領機関が海外である場合、遺伝財産管理委員会の許可証の写し、または標品が認定された機関の許可証の写し 特別なアクセスと輸送許可証が発行された場合、MTAの写しか、IBAMAの設定する、素材のタイプと量に関する基準に基づいて発行された輸出ライセンス。

Export Licence issued by IBAMA Specification of the type and quantity of the sent material	
ANNEX III Model of standard Identification Label to be attached to the outside of the package containing a sample of a Genetic Heritage Component when returning to the sender. When appropriate, a label in English, Spanish or French shall also be attached. ATTENTION! RETURN of a Sample of Brazilian Genetic Heritage BIOLOGICAL MATERIAL OF NO COMMERCIAL VALUE. In accordance with Article 15 of Genetic Heritage Management Council Resolution No. 20, of June 29, 2006. http://www.mma.gov.br/port/cgen	付録III 遺伝財産素材標本を含む梱包を送付者に返送される場合、梱包の外側に添付する標準同定ラベルの見本。 適切に、英語、スペイン語、フランス語表記の添付すること。 注意 商品価値のないブラジル遺伝財産生物素材標本の返送 遺伝財産管理委員会規則第20号に従っている。

付録IIラベル

ATTENTION!
Sample of Brazilian Genetic Heritage

CONTAINS BIOLOGICAL MATERIAL OF NO COMMERCIAL VALUE
Shipment in accordance with Genetic Heritage Management Council Resolution No. 20, of June 29, 2006 (Provisional Act No. 2186-16/ 2001).

付録IIIラベル

ATTENTION!
RETURN of a Sample of Brazilian Genetic Heritage

BIOLOGICAL MATERIAL OF NO COMMERCIAL VALUE.
In accordance with Article 15 of Genetic Heritage Management Council Resolution No. 20, of June 29, 2006. http://www.mma.gov.br/port/cgen

ブータン生物素材移転契約

ブータン生物素材移転契約

Biological Material Transfer Agreement (BMTA)

I. Definitions.	
1. PROVIDER: The term “Provider” means the person(s) providing the Material. The name and address of Provider is: Ministry of Agriculture, Royal Government of Bhutan, Thimphu, Bhutan	
2. RECIPIENT: The term “Recipient” means the person(s) receiving the Material. The name and address of Recipient is: Details of the permittee……	
3. TRANSFERRED MATERIAL: The term “Transferred Material” means the Material being transferred from Provider to Recipient that is described as follows:(list the materials) a) …… b) ……	
4. MATERIAL: The term “Material” means Biological/biochemical resources including Research Specimens, Replicates, and Derivatives.	
5. RESEARCH SPECIMENS: The term “Research Specimens” means those biological resources collected by an applicant upon obtaining	

access/collection permit for research purposes.	
6. REPLICATE: The term "Replicate" means any biological or chemical substance that represents a substantially unmodified copy of the Material such as, but not limited to, substances produced by growth of cells or microorganisms or amplification of the Material.	
7. DERIVATIVE: The term "Derivative" means substances created from the Material that is substantially modified to have new properties such as, but not limited to, recombinant DNA clones.	
8. PRODUCT: The term "Product" means any commercially valuable or otherwise useful or potentially useful substance, compound or useful or potentially useful combination of substances or compounds recovered, obtained, derived, resulting, or otherwise isolated by or developed from scientific research conducted on any Replicate, Derivative, or Research Specimen originally acquired from Bhutan.	
9. Commercial use shall include any use of biological resources and their products or derivatives for monetary gains such as in drugs, industrial enzymes, food flavors, fragrance, cosmetics, emulsifiers, oleoresins, colors, extracts, genetic improvement	

and modifications.	
II. Terms and Conditions of this Agreement and Authorization.	
1. Provider and Recipient hereby acknowledge that the Royal Government of Bhutan retains ownership of the Biological Material and Replicates. Provider is authorized to transfer to Recipient the specific Transferred Material described above in paragraph I.3 upon execution of this Biological Material Transfer Agreement (BMTA) by Recipient, and the Ministry of Agriculture of the Royal Government of Bhutan.	
2. The transferred materials shall be used for following agreed purpose (s) only: (a)…….. (b)……..	
3. Recipient agrees that the Transferred Material: (a) will be used in compliance with all applicable laws, governmental regulations and guidelines including but not limited to all applicable terms and conditions of contract/user agreement that governs collection, distribution and use of Biological Material collected from Bhutan (b) shall not be sold or otherwise transferred to any third party/person without the prior written authorization of Royal Government of	

Bhutan.	
4. Recipient understands and agrees that the Royal Government of Bhutan may seek damages to which it may be entitled including but not limited to injunctive relief for any unauthorized sale, transfer or other use of Transferred Material.	
5. Recipient agrees to provide the Royal Government of Bhutan a copy of any interim reports, final reports, publications, and other scholarly materials resulting from use of Transferred Material. Recipient also agrees to identify in each such written report or other material the project study number (if any) of the Permitauthorized project that collected the original Research Specimen from which the Transferred Material is derived.	
6. Recipient must seek approval of the Royal Government of Bhutan not less than sixty (60) days before Recipient files an application for a patent or other intellectual property claim resulting from use of Transferred Material. The recipient agrees on a benefit sharing mechanism including but not limited to co-ownership of any Intellectual Property Right (IPR) that may be applied for.	
7. Recipient agrees that the transferred material is experimental in	

nature and is being provided without warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose or freedom from infringement of any patent or other proprietary right of a third party.	
8. Recipient agrees to hold harmless and indemnify the Royal Government of Bhutan, any unit thereof, and persons acting on their behalf, for any claim asserted by a third party related to recipient's profession, use, storage, or disposal of transferred material.	
III. Administration.	
1. Every page of the Agreement shall be signed by the parties to the Agreement.	
2. Any correspondence or other notice concerning this agreement should be addressed to: The National Biodiversity Center, P.O.Box 875, Thimphu, Bhutan. e-mail ;nbc@druknet.bt: phone: +975-2-351218/351417 Fax: +975-2-51219.	
In Witness Whereof, the parties have executed this BIOLOGICAL MATERIAL TRANSFER	

AGREEMENT (BMTA) on the dates set forth below. This BMTA may be signed in counterparts, each of which will be deemed to be an original. All such counterparts shall together constitute a single, executed instrument when all parties have so signed. Any communication or notice to be given shall be forwarded to the respective addresses listed below.	
FOR PROVIDER: Sign & Seal Secretary, Ministry of Agriculture Royal Government of Bhutan FOR RECIPIENT: Sign & Seal Name of Recipient Permanent Mailing Address	

インド国立遺伝資源保存所非商用 DNA 素材移転契約

インド国立遺伝資源保存所非商用DNA素材移転契約
NON-COMMERCIAL MATERIAL TRANSFER AGREEMENT FOR DNA SAMPLES Form R2
(Between the Repository and the Recipient)

National Genomic Resources Repository
NBPGR, New Delhi

The National Genomic Resources Repository, NBPGR, New Delhi ("Repository") is bound by the National and International conventions, agreements and codes of practices. The Repository is particularly committed to the letter and spirit of the Convention on Biological Diversity ("CBD") and expects its partners to act in a manner consistent with the CBD.

This agreement is designed to promote scientific research and exchange, whilst recognizing the terms on which Repository acquired the DNA material. Repository reserves the right not to supply any DNA material if such supply would be contrary to any terms attached to the said material and/or to the commitments of the Repository.

Repository will supply the material listed on the reverse of this agreement ("Material") subject to the following terms and conditions:

1) The recipient may only use the Material or its derivatives for the common good in scientific research, education, and conservation;
2) The recipient shall not sell or distribute the Material or its derivatives;
3) The recipient shall not transfer the Material or derivatives to any third party for any claimed purpose. Distribution of the Material held in the Repository shall be done solely by the Repository;
4) The recipient shall not use the Material or its derivatives for any commercial application including the following:
   a. applying for, obtaining or transferring intellectual property rights or other tangible or intangible rights by sale or license or in any other manner;
   b. commencement of product development;

c. conducting market research;
d. seeking pre-market approval;
e. sale of any resulting product.

5) The recipient shall share fairly and equitably the benefits arising from their use of the Material and/or its derivatives in accordance with the National and International conventions, agreements and codes of practices especially outlined in the CBD.
6) The recipient shall acknowledge Repository, as holder and supplier, in all written or electronic reports and publications resulting from their use of the Material and derivatives, and shall lodge a copy of all such publications and reports with Repository;
7) Unless otherwise indicated, copyright in all information or data ("Data") supplied with the Material is owned by Repository or the Depositor of the Material;
8) The recipient shall maintain retrievable records (in accordance with existing international standards) linking the Material to these terms of acquisition and to any accompanying Data provided by Repository;
9) Repository makes no representation or warranty of any kind, either express or implied, as to the identity, safety, merchantability or fitness for any particular purpose of the Material or derivatives, or as to the accuracy or reliability of any Data supplied. The recipient will indemnify Repository from any and all liability arising from the Material or derivatives and/or the Data and from their use or transfer, including any ecological damage. This agreement is governed by and shall be construed in accordance with the Indian law;
10) The recipient will contact Repository to request prior permission from Repository or, where appropriate, from the Depositor of the Material to Repository, for any activities not covered under the terms of this agreement.
11) The RECIPIENT shall use the Material for the following specific purpose:

12) In the case requested by the Depositor, the Recipient should obtain an approval from the Depositor using the APPROVAL FORM.
13) The RECIPIENT shall bear the cost of shipping, handling, part of production and

other expenses necessary for preparation and distribution of the Material for the RECIPIENT.

14) The Repository agrees with the access to the Material only to those co-workers and students who work for the purpose specified in Section above under the direct supervision and responsibility of the RECIPIENT.

15) Nothing in this AGREEMENT shall be interpreted that the REPOSITORY grants the RECIPIENT any rights under any patents or other intellectual property, or licenses thereunder with respect to the Material.

16) The RECIPIENT assumes all liability for claims against the RECIPIENT and the REPOSITORY by third parties relating to alleged infringement of any patent, copyright, trademark or other intellectual property rights, which may arise from the use, storage or disposal by the RECIPIENT of the Material, except for the case that the claim is caused by the gross negligence or willful misconduct of the REPOSITORY.

17) The RECIPIENT acknowledges that the Material delivered pursuant to this AGREEMENT may have defective, hazardous or faulty properties and may not necessarily fit for a particular purpose and that the RECIPIENT assumes all liability for any consequences resulting from the use by the RECIPIENT of the Material.

18) The RECIPIENT agrees that any handling or other activities undertaken in their laboratory with the Material shall be conducted in compliance with all applicable laws, regulations and guidelines. The RECIPIENT shall, if necessary, take any steps or procedures to comply with legal requirements for handling of the Material.

19) Both parties shall discuss to enable amicable resolution of any accidents during shipment of the Material.

20) Where the RECIPIENT is in breach of this AGREEMENT, the REPOSITORY may request the Recipient to cease its subsequent use of the Material and other resources of the REPOSITORY.

21) Both parties shall discuss in good faith to enable the amicable resolution of matters, arising in connection with the interpretation or performance hereof as well as the matters which are not expressly set forth in this AGREEMENT.

22) Any matter or dispute, which cannot be settled through said amicable discussion, shall be subject to the exclusive jurisdiction of Tokyo District Court, Japan. This AGREEMENT shall be governed in accordance with the laws of Japan. The RECIPIENT and the REPOSITORY do hereby sign two original copies of this AGREEMENT and each party holds one signed copy.

I agree to comply with the conditions above:

Signed:

Date: dd/mm/yy

Name and Position:

Organization and Department:

Address:

E-mail:

Tel. Number:

Signing authority of the Repository

Date: dd/mm/yy:

LIST OF DNA Material SUPPLIED

アフリカユニオン素材情報移転契約

Material and Information Transfer Agreement

Between _____
and _____
(*insert name of provider community or institution*)
led by _____ and duly represented by
_____
with identity number: _____
(the duly nominated _____ Representative
and hereinafter referred to as _____ (*insert short name of provider*)

RECORDAL

WHEREAS _____ (insert name of provider) made claims that certain materials can be used _____ (insert uses) and

WHEREAS the _____ wants
_____ (insert name of provider)
to provide it with such materials and/or information to source such materials to evaluate the claims and/or to perform the necessary analysis to establish whether such materials can be used for
_____ (insert uses)
within the framework of the prescribed national legislative requirements alongside with the principles articulated in the United Nations Convention on Biodiversity; and

WHEREAS _____ (insert name of provider) is willing to provide such material and/or information to _____ and _____ (insert name of receiver) is willing to accept such materials and/or information in

accordance with the terms and conditions as set out in this Agreement.

The Parties now therefore agree as follows:

1. Definitions and Interpretation

1.1 Definitions:

- "Agreement" means this agreement together with its annexures.

- "Material" means any genetic material of plant origin, together with any progeny or unmodified derivatives, including reproductive and vegetative propagating material, seeds, extracts thereof, plant exudates, gums or any other substances of the material with details as set out in Annexure A of this Agreement, which annexure will be supplemented in writing from time-to-time and will form an integral part of this Agreement.

- "Information" means the information provided by _____ (insert name of provider)

to _____ (insert name of recipient)

to enable _____ (insert name of recipient)

to source the necessary plant material or to perform the necessary analysis as to whether certain plant materials can be used to cure certain diseases.

- "Confidential Information" means (without limitation) all knowledge, know-how, specifications, trade secrets, plans, processes and procedures, financial information, systems, strategies and any other information of a sensitive, confidential and/or proprietary nature (including extracts thereof or any documentation containing such information) relating to this Agreement, or relating to the parties' businesses, which a party sharing the information has indicated to be of a confidential nature or is of such a nature or has been disclosed in such a way that it is obvious to the other party that it is claimed as confidential. Confidential Information may equally well be written information or information transmitted verbally, visually, electronically or by any other means. For the purpose of this Agreement, Information as defined in clause 1.2 above will be regarded as Confidential Information belonging to _____ (insert name of provider);

and all Information (excluding information as defined in clause 1.2 above), know-how, secrets, processes and procedures used or generated by _____ (insert name of recipient) as a result of this Agreement will be regarded as Confidential Information belonging to the _____ (insert name of recipient).

1.2 Interpretation:

Unless expressed to the contrary, in this Agreement:

- Words in the singular include the plural and vice versa;

- Any gender includes the other gender;

- No rule of construction will apply to a clause to the disadvantage of a party, merely because that party put forward the clause or would otherwise benefit from it;

- Reference to day in this Agreement will be reference to any day, however, if the date on or by which any act must be done in this Agreement is not a business day, the act must be done on or by the next business day; and

- Where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

2. Relationship

The parties shall remain all the time independent contractors or entities for all purposes in terms of this Agreement, and nothing in this Agreement shall be construed as to create a legal partnership, an agency or a joint venture between the parties or that the one party being the agent of the other party on a permanent basis.

3. Evaluation of information

3.1 _____ (insert name of provider) undertakes to provide the _____ (insert name of recipient) with all necessary Information as set out below to enable the _____ (insert name of recipient) to

evaluate its claim whether certain Information and/or Material can be used to treat and/or to cure certain diseases.

3.2 _____ (insert name of provider) will furnish the _____ (insert name of recipient) with all the Information at its disposal which is relevant to _____ (insert name of provider) claims for evaluation purposes by _____ (insert name of recipient)

3.3 _____ (insert name of provider) undertakes to provide the _____ (insert name of recipient) with true and honest Information to the best of its knowledge and undertakes not to change the Information provided to the _____ (insert name of recipient) such as the composition, the process or method of preparation and dosages at any time during the evaluation process.

3.4 The _____ (insert name of recipient) will analyse the Information provided by _____ (insert name of provider) to the _____ (insert name of recipient) by using criteria developed in order to make a decision whether to approve or to decline the application by _____(insert name of provider) for the scientific testing of its claim by the _____ (insert name of recipient).

3.5 Should the application by _____ (insert name of provider) for scientific testing be successful, then clause 4 below will apply and the _____ (insert name of recipient) may consider in its own discretion whether as to compensate _____ (insert name of provider) for any costs incurred and may also insist on proof of such costs incurred before reimbursing _____ (insert name of provider).

3.6 _____ (insert name of provider) shall be at liberty to continue to apply and utilize the products derived from the Material which they have prepared and/or may continue to prepare in future by their own technique, notwithstanding that the material used has been referred to _____ (insert name of recipient) for scientific research, unless the parties agreed otherwise in writing.

4. The transfer of material and/or information

4.1 The transferring of Material and/or Information by _____ (insert name of provider) to the _____ (insert name of recipient) to enable it to do the necessary analysis under this Agreement is subject to the evaluation of Information as set out in clause 3 above.

4.2 The parties will, from time to time, mutually agree on the date and method of the provision of Material and/or Information by _____ (insert name of provider) to the _____ (insert name of recipient) or the gathering of Material by the _____ (insert name of recipient).

4.3 Each sample of Material will be numbered according to the date of delivery or gathering thereof and quantified as set out in Annexure A of this Agreement, which annexure will form an integral part of this Agreement and be supplemented in writing from time to time as and when the Material is received or gathered by _____ (insert name of recipient).

4.4 The _____ (insert name of recipient) will use the Material and/or Information for analysis purposes to investigate whether such Materials can be used to cure certain diseases and will inform _____ (insert name of provider) of the results thereof.

4.5 _____ (insert name of provider) may continue with its own research in respect of the Material, which activities will not form part of this Agreement and which activities will not interfere with the obligations undertaken by _____ (insert name of provider) in terms of this Agreement. _____(insert name of provider) however undertakes to be available and to assist the _____ (insert name of recipient) for the duration of this Agreement as to enable it to achieve its aims under this Agreement.

4.6 Should _____ (insert name of provider) indicate that it is not desirous to pursue the bioassay of any specific sample Material and/or Information or should _____ (insert name of provider) terminate the Agreement in terms of clause 10 below, then _____ (insert name of provider) will inform the _____ (insert name of recipient) accordingly and may consider assigning all the rights in respect of the Material and/or Confidential Information belonging to it to the _____ (insert name of recipient) should the _____ (insert name of recipient) be keen to pursue the research further. The _____ (insert name of recipient) undertakes, to the best of its knowledge, to make the implications thereof clear to _____ (insert name of provider). Clause 6.4 below will then apply in respect of Confidential Information.

4.7 Should the _____ (insert name of recipient) indicate at any stage that it is not desirous to pursue the bioassay of a specific sample Material or should the _____ (insert name of recipient) terminate the Agreement in terms of clause 10 below, then the _____ (insert name of recipient) will inform _____ (insert name of provider) accordingly and the _____ (insert name of recipient) will then return immediately to _____ (insert name of provider) the Material (or part thereof which is left), in which case _____ (insert name of provider) may

continue with its own researches in respect of such Material. Clause 6.4 below will apply in respect of Confidential Information. 4.8 The parties agree that they will obtain the necessary permits to gather the Material and will take every reasonable precaution as to prevent any unauthorized possession by third parties of the Material.

5. Intellectual Property

5.1 Ownership of any intellectual property owned by either party in respect of the Material or Information prior to the effective date of this Agreement, or developed in the future outside the scope of this Agreement ("Background Intellectual Property"), shall be and remain vested in the party who initially owned and/or developed the same and as set out in Annexure B of this Agreement.

5.2 In the event that any intellectual property is created as a result of this Agreement in respect of the Material or Information ("Foreground Intellectual Property"), the ownership thereof will jointly vest with the parties and should any party decide upon further exploitation of the proceeds under this Agreement, then the parties undertake to embark in good faith negotiations with each other around the commercial use (which may include without limitation the fi ling of intellectual property applications; obtaining or transferring of intellectual property rights by sale, license or by any other means; product development; market research and seeking market approval; or any other activities which may have commercial value) and/or exploitation (which may include without limitation the improvement of a party's competitive position; the generation of revenue; and the maker of a discovery, invention or other original work which may be the subject of Intellectual Property Rights and which may have commercial value) of such Foreground Intellectual Property, taking into account the contributions to such Foreground Intellectual Property as made by the respective parties so as to ensure that any share in the proceeds of exploitation will be proportioned to a party taking into account the effective contribution by each party in respect of the Material and/or Information. (To this end, relevant contributions to take into account include, but are not limited to, intellectual and financial

contributions and contributions in kind e.g. use of land, equipment or facilities).

5.3 Subject to clause 5.2 above and unless otherwise agreed between the parties, each party will have the right to fi le, in its own name and at its own expense, worldwide intellectual property rights (which shall include, but not be limited to, patent applications and patents or utility models) relating to inventions made by it.

5.4 The parties undertake not to infringe the existing rights of each other and of any third party in respect of intellectual property in terms of this Agreement and undertake to disclose full details of any third party who may have rights in this regard.

5.5 The parties undertake to obtain the prior written consent to use any intellectual property belonging to each other, including (without limitation) the use of logos and any trademarks.

6. Confidentiality

6.1 The parties may, during the course of its dealings with each other, gain access to each other's Confidential Information. The parties undertake, during the validity of this Agreement and thereafter, to ensure the confidentiality and secrecy of such Confidential Information, to use the Confidential Information solely for the purpose necessary in terms of this Agreement and not to disclose it to any other party, without the prior written approval being obtained from the party whose Confidential Information it is.

6.2 The _____ (insert name of recipient) shall be considered to have provided adequate consideration by either of the following actions, unless expressly stated to the contrary in this Agreement or any annexures hereto:

(i) Providing _____ (insert name of provider) with

rights to or rights of access to the results of any research involving the Material and/or related Information undertaken by the _____ (insert name of recipient), hereto; or

(ii) Placing the results of any research involving the material and/or related Information undertaken by the _____ (insert name of recipient), subject to the above provision and any annexures hereto into the public domain to the satisfaction and with the written consent of _____ (insert name of provider).

6.3 The above secrecy obligation shall not apply in respect of information which became public or was commonly known at the time of the disclosure other than as a result of breach by any party of the provisions of clause 6; or the disclosure of Confidential Information required to satisfy the order of a court of competent jurisdiction; or to comply with the provisions of any law or regulation in force from time to time.

6.4 _____ (insert name of provider) shall keep confidential all dealings with the _____ (insert name of recipient) and shall refrain from referring to the _____ (insert name of recipient) for any marketing purposes.

6.5 The parties shall be committed to take all reasonable steps to maintain the secrecy and confidentiality of each other's Confidential Information and that such efforts to be no less than the degree of care employed by a party as to preserve and safeguard its own Confidential Information. 6.6 Should a party indicate at any stage that it does not desire to pursue the bioassay of the Material, Information and/or Confidential Information (to the extend applicable in this instance) received under this Agreement, then the party receiving such Material, Information and/or Confidential Information will inform the other party accordingly and the parties will then immediately retain, return or destroy all Confidential Information as per the instruction received from the party to whom the Confidential Information belongs.

6.7 This clause 6 is severable from this Agreement and shall survive the termination of this Agreement.

7. Publications

7.1 The _____ (insert name of recipient) will be entitled, from time to time, to make publications under this Agreement (including without limitation the publication of results, intellectual property in respect of the Material and/or Information and/ or any activities undertaken by the _____ (insert name of recipient) under this Agreement). The _____ (insert name of recipient) undertakes to inform _____ (insert name of provider) of such publications and to make the appropriate acknowledgement of the source of the Material and/or Information to the best of its knowledge, including making the necessary reference to _____ (insert name of provider) contributions in this regard.

7.2 The _____ (insert name of recipient) shall not make any public announcement regarding this Agreement and the object or the results of the Research without the prior written consent of Provider. In case the Provider gives such consent with relation to scientific publications, the _____ (insert name of recipient) shall acknowledge, in any such publication, the source of the Materials.

8. Suspensive Conditions

8.1 Each party undertakes, at its own costs and effort, to obtain the necessary permit/s required by law on/or before the collecting of any Materials in respect of this Agreement. _____ (insert name of provider) undertakes to provide the _____ (insert name of recipient) timeously with the necessary proof that the required permit/s was obtained on/or before delivery of such Material to the

_____ (insert name of recipient).

8.2 Should the _____(insert name of recipient) in its discretion decide upon further exploitation of the proceeds under this Agreement, then clauses 5.2 and 5.3 will apply and the parties will further undertake to enter into a Benefit Sharing Agreement to properly address all interests and any share in proceeds in respect of such exploitation.

9. Duration

This Agreement shall commence on the date of last signature hereto and shall, subject to clause 10 below, remain in force until all analyses under this Agreement have been completed by the _____ (insert name of recipient) upon written confirmation thereof by the _____ (insert name of recipient) to _____ insert name of provider).

10. Termination

10.1 Any party may terminate this Agreement by means of _____ months prior written notice to the other party.

10.2 Should the Agreement be terminated by either party, then clauses 4.7 and 4.8 will apply in respect of the Material and/or Confidential Information.

10.3 Notwithstanding the above-mentioned, the _____ (insert name of recipient) may terminate the Agreement with immediate effect upon prior written notice to _____ (insert name of provider) if:

10.3.1 _____ (insert name of provider) commits a deliberate breach of any of the terms of this Agreement which it refuses to rectify, even upon demand; and/or

10.3.2 When the Material and/or Information is or becomes generally available from third parties, has already been documented for the same disease or traditional use for which _____ (insert name of provider) uses it or where _____ (insert name of recipient) has already obtained Information from other sources on the same Material, for example, though public depositories. In the event that any of the Material has already been documented for the same disease for which _____ (insert name of provider) uses it or where the _____ (insert name of recipient) has already obtained Information from other community's on the same Material and/or Information, the _____ (insert name of recipient) will duly inform _____ (insert name of provider) as such , giving the relevant literature references within _____ days of the discovery.

10.3.3 If, from any cause, _____ (insert name of provider) , in the reasonable opinion of the _____ (insert name of recipient), is prevented from performing its duties hereunder for a continuous period of _____.

10.3.4 If _____ (insert name of provider) is guilty of any conduct which in the reasonable opinion of the _____ (insert name of recipient) prejudicial to the interest of _____ (insert name of recipient).

10.4 Notwithstanding the above-mentioned, _____(insert name of provider) may terminate the Agreement with immediate effect upon prior written notice to the _____ (insert name of recipient) if _____ (insert name of recipient) ceases to carry out research and development or deal in _____ as were previously mentioned, this Agreement shall forthwith terminate.

11 Warranties

11.1 The parties acknowledge the fact that the Material received from _____ (insert name of provider) is of experimental nature and, although _____ (insert name of provider) undertakes to inform the _____ (insert name of recipient) of any negative effects it is aware of, it does not warrant that such Material will be free from any unforeseen negative effects.

11.2 Although _____ (insert name of provider) does not guarantee the safety, purity and quality or standard of Information and/or Material provided to the _____ (insert name of recipient) by it, it however warrants that it will ensure itself to the best of its knowledge and efforts of the truth and correctness of its claims and of any Information and/or Material provided to the _____ (insert name of recipient).

11.3 _____ (insert name of provider) warrants that it will not approach any third parties to evaluate the claims already referred to the _____ (insert name of recipient) under this Agreement.

11.4 Each party warrants that it will refrain from doing anything which may interfere with its obligations under this Agreement and with the aims of this Agreement.

11.5 Neither party gives any warranty regarding the fitness of the Material and/or the Information for any purpose, nor does it give any warranty in respect of the merchantability or commercial viability thereof.

12. Breach

In the event that either of the parties (the "Defaulting Party") committing a breach of any of the terms and conditions of this Agreement and failing to remedy such breach within _____ (insert period) of receipt by the Defaulting Party of a written notice to remedy such breach, then the other party (the "Aggrieved Party") will be entitled to cancel this Agreement forthwith by means of written notice to the Defaulting Party and/or to claim such damages and/or losses it may have suffered in this regard. The provisions of this clause 12 will not affect or prejudice any other rights or remedies which the parties may have by law.

13. Costs

Each party will carry its own costs relating to the gathering of the Material, the analysis to be conducted and the permits to be obtained under this Agreement.

14. Claims and Disputes

In the event of any claim or dispute arising from this Agreement, the parties shall make every effort to settle such dispute or claim amicably. Should the claim or dispute remain unresolved for a period of _____ days of such claim or dispute arising, then either party may refer the claim or dispute to arbitration in accordance with the rules of the Arbitration Federation of South Africa. The provisions of this clause shall not preclude any party from obtaining urgent interim relief in a competent court of law.

15. Notices Any notices or communications by the parties in terms of this Agreement shall be in writing and shall either be hand delivered, sent by registered post or sent by facsimile message and addressed as follows:

If addressed to _____ (insert name of recipient), to the contact person as set out in Annexure C of this Agreement:

Street address: _____
Postal address: _____
Telephone number: _____
Facsimile number: _____
E-mail address: _____

If addressed to _____ (insert name of provider), to the community duly nominated representative / contract as set out in Annexure C of this Agreement:

Street address: _____
Postal address: _____
Telephone number: _____
Facsimile number: _____
E-mail address: _____

The street addresses specified above shall be regarded as the *domicilium citandi et executandi* of the respective parties.

Unless the contrary is proved, notices or communications:

- Sent by registered post will be deemed to have been received _____ days after date of posting;

- Delivered by hand will be deemed to have been received on the date of delivery;

- Sent by facsimile message will be deemed to have been received on the date reflecting on the transmission slip; and

- Sent by e-mail message will be deemed to be received on the date reflected on the electronic confirmation slip received by the sender from the addressee's information system indicating that the e-mail has been received by the addressee.

16. General

16.1 This Agreement constitutes the sole record of the Agreement between the parties with regard to the subject matter thereof.

16.2 No consensual cancellation or amendment of this Agreement (or this clause 16.2) shall be valid unless reduced to writing and signed by or on behalf of both parties.

16.3 No indulgence which any party may grant the other shall constitute a waiver of, or prejudice the rights of the party granting the indulgence.

16.4 If any part of this Agreement is found to be invalid or unenforceable, it shall be severed from the remainder of the Agreement which shall remain valid and enforceable.

16.5 Neither party may cede its rights or delegate its obligations in terms of this Agreement without the prior written consent of the other party.

16.6 This Agreement may be signed in counterparts, in which case the counterparts jointly shall constitute the Agreement.

16.7 This Agreement shall be governed and construed in accordance with _____ (insert country) law.

Signed at _____ this _____ day of _____
For and on behalf of the _____ (insert name of recipient) and
duly authorized thereto: _____
Full names and surname:
_____
Identity number: _____

Capacity: _____

As witnesses:

1. _____

2. _____

Signed at _____ this _____ day of _____ _____ (insert name of provider) or for and on behalf of _____ (insert name of provider) and duly authorized thereto:

_____

Full names and surname:

_____

Identity number: _____

As witnesses:

1. _____

2. _____

Annexure A

アフリカユニオン素材詳細記載

Description of Material

Details in respect of each sample Material:

_____

Name of permit: _____

Issuing authority: _____

Date of permit: _____

Permit no.: _____

Name of permit holder: _____ (insert name of recipient)

Date of collection: _____

Name of area from which material was collected:

_____

Description of habitat from which material was collected:

_____

_____

Sample no.: _____

Taxonomic description (to lowest known level): _____

Description of material collected (e.g. twigs, leaves) and manner in which the material is fixed or preserved: _____

_____

Quantity collected (also state unit of measurement and accuracy level):

_____

_____

Source: _____

Type of Material: _____

Part of Material: _____

Scientific or common name (Family, genus and species if possible):

_____

_____

Quantity allowed (Limitation on the quantity of samples):

_____

_____

Full locality data (GIS readings if possible):

_____

Current use/s: _____

Purpose of export (if applicable):

_____

Annexure B (*Insert full details of Background Intellectual Property associated with the material*)

Annexure C

Contact person

_____ (insert name of recipient)

Contact person:

Full name and surname:

_____

Identity number: _____

Capacity: _____

A certified copy of the Identity document of _____
(insert name of recipient), contact person is attached hereto as Annexure
_____(insert name of provider)

Full name and surname:

_____

Identity number: _____

A certified copy of the identity document of _____
(insert name of provider)

is attached hereto as Annexure _____

エチオピア遺伝資源海外移転標準契約

エチオピア遺伝資源海外移転標準契約

Material Transfer Agreement

1. Formation

This material transfer agreement is made between the Institute of Biodiversity Conservation hereinafter referred to as the "Provider" of the one part and ---------- (your host institution) hereinafter referred to as the "Sponsor" and Mr. --------(specify your name and title) hereinafter referred to as the "Researcher".

2. Purpose of Agreement

Whereas the Researcher, Mr X is undertaking a PhD/MSc research that intends to ---------- (purpose of the research) and wants to take ---------- (amount of sample) samples to ---------- (specify the university/Institute and country of destination) for purpose of the said research;

Whereas the Researcher has confirmed that the research cannot be carried out here in Ethiopia due to ---------- (specific reason for not carrying out the research in Ethiopia);

Whereas the Provider convinced that the intended research is useful for the ---------- (specify the benefit of the research to Ethiopia) approved the exporting of the said ---------- samples.

Now, therefore, it is agreed as follows:

3. Descriptions and Quantity

Under this material transfer agreement the Researcher is allowed to export to ---------- (destination university/Institute and country) ---------- (amount of samples).

4. Utilisation of Material

1. The Researcher shall utilize the material for said research program only.
2. The Researcher cannot use the material for commercial purpose nor can it obtain any intellectual property right on the material.
3. The Researcher retains the material for the period of the research in ---------- (destination country) whereupon it shall return any remaining unused material to the Provider.

5. Other Obligations

1. The Researcher shall not transfer the material to any third party whosoever without first notifying to and securing explicit written agreement of the Provider.
2. Any third party that obtains the material from the Researcher in the absence of permission from the Provider shall not have any right whatsoever over the material and its components.
3. The Researcher shall notify the Provider the progress of its research through periodic research report.
4. The Researcher shall at the end of the research present to the Provider the hard and electronic copy of the research results.
5. Any benefit that accrues from the use of this material shall be subject to the relevant existing and future national and international laws.

Signature

On behalf of the Sponsor

Name _____

Signature _____

Date

_____

On behalf of the Researcher

Name _____

Signature _____

Date _____

On behalf of the Provider

Name _____

Signature _____

Date _____

ケニア生物多様性アクセスのための標準素材移転契約

STANDARD MATERIAL TRANSFER AGREEMENT FOR ACCCES TO KENYAN BIODIVERSITY

The Sample Standard Material Transfer Agreement shall form the basis of developing MTAs for purposes of access to Kenya's wildlife resources.

Preamble

WHEREAS

a) Management of Kenya's wildlife is vested to Kenya Wildlife Service; and further mandated to coordinate and administer biodiversity related Multilateral Environmental Agreements (MEAs) that the country has ratified;

b) The sovereign rights over biodiversity are vested in the State;

c) Biodiversity is conserved to offer optimum returns for the benefit of Kenyan People;

d) The biological intellectual assets are property and are subject to the laws of the country;

e) The country has ratified various MEAs governing biodiversity conservation, sustainable use and benefit-sharing including and not limited to CBD, CITES, ITPGRFA, UN resolution 1540;

f) There is need to establish appropriate biodiversity resource governance structures for improved monitoring and management

Article 1 –Parties to the Agreement

1.1 The present material transfer agreement is the Standard Material Transfer Agreement for biological materials in Kenya

1.2 Parties to the agreement shall be Kenya Wildlife Service as the designated government agency responsible for wildlife resources as the resource provider and the approved recipient

1.3 This agreement is between;

Provider (Director, Kenya Wildlife Service, P. O Box 40241-00100 NAIROBI on behalf of the providing institution)

And

Recipient (Legal contacts of receiving institution, names of authorized officers)

1.4 Definitions

In this Material Transfer Agreement, the following expressions shall have the following meaning;

Designated government agencies

Designated depository centres

Biomaterials

Provider

Recipient

Derivatives

Party

Parties

Third party

Progeny

Commercial purpose

Academic purpose

Modifications

Derivatives

Product

PIC

Sales means the gross income resulting from the commercialization of a product by the recipient

1.5 Terms and Conditions of this agreement

1.5.1 Purpose (Academic or commercial)

1.5.2 Type of biological material (Annex/list)

1.5.3 Documentary evidence of duplicate or holotype deposit in designated repository center.

1.5.4 PIC certificate number

1.5.5 Bio-safety regulations

a. Materials will be packaged and shipped in accordance with applicable laws and regulations including but not limited to International Air Travel Association (IATA) regulations, Phytosanitary requirements.

b. MTAs for live animals or custom antibodies shall have protocol(s) reviewed and approved by the designated Kenya government Animals Care and Use committee.

c. MTAs for hazardous materials and/or bio-risk agents shall be subject to Environment Health and Safety compliance procedures

1.5.6 Rights and obligations of the provider

Kenya Wildlife Service on behalf of the State retains ownership of the biomaterial including any material contained or incorporated in modifications.

Kenya Wildlife Service also retains rights to any intellectual property it owns in the Material.

Kenya Wildlife Service retains the right to access, audit and monitor the use and application of the biomaterials provided under this MTA.

No rights under any intellectual property of Kenya or rights in any other material or confidential information provided by the State to the recipient under this agreement is granted or implied as a result of providing this material to the recipient, other than as expressly set forth herein.

1.5.7 Rights and obligations of the recipient

i. The Recipient shall use the material(s) for the described and permitted uses only.

ii. The Recipient shall be responsible for ensuring that all permits required for the movement of the material are obtained and that

sufficient proof of such permits is provided to Kenya Wildlife Service

iii. In no circumstances shall the recipient collect a sample in such a way that will threaten or be detrimental to the survival of the specimen or depletes the supply of that material in the wild.

iv. No commercialization or transfer of the material to a third party shall take place without consent from and negotiated agreement with Kenya Wildlife Service

v. In case of commercialization without consent and agreement with Kenya Wildlife Service, the recipient shall pay 50% of the gross value of the product based on internationally accepted audited accounts

vi. The recipient shall pay 10% of the commercialized product into the mechanism established by KWS for this purpose in accordance with the benefit-sharing scheme as provided in Annex to this agreement

vii. Technologies and processes developed on the use of the biomaterial shall be accessed freely by Kenya Wildlife Service on behalf of the Government of Kenya.

viii. The recipient agrees that Kenya shall be the preferred country of supply in event of commercialization of the biomaterial

ix. The material obtained under this agreement shall only be transferred by the recipient to a third party with prior written authorization from the Director Kenya Wildlife Service

x. The recipient shall acknowledge this agreement and contribution of Kenya Wildlife Service and where applicable, local communities and stakeholders in all and any publications, patents or presentations involving the use of the material.

xi. The recipient will indemnify and keep Kenya Wildlife Service and the State harmless from any claim, action, and damage or cost deriving from or in connection with the recipient's transfer or use of the material.

1.4.8 Duration of Agreement

i. This agreement is binding throughout the existence of the biomaterials;

ii. The Recipient may terminate this agreement by a written notice to Kenya Wildlife Service at least 3 months in advance of the desired date of termination.

iii. Kenya Wildlife Service may without assigning any reason thereof, suspend or terminate this agreement at any time with written notice to recipient.

iv. On termination of this agreement, recipient agrees that any remaining material upon verification will be destroyed (unless requested by Kenya Wildlife Service to return remaining material) and to provide proof thereof to Kenya Wildlife Service no later than 30 days from the date of expiry or termination, which ever comes first.

v. The above sections on ownership of material and intellectual property, confidentiality, publications, warranty disclaimer, limitation of liability and indemnification shall survive expiration or earlier termination of this agreement.

1.4.9 Penalties

Failure of recipient to comply with this agreement shall attract the following penalties and fines

Minimum of three years in jail,

Fine not less than United States Dollars Ten thousand (USD 10,000) or Kenya shillings equivalent.

Blacklisting of the recipient/company under global biodiversity campaign.

1.5.0 Applicable law

Kenyan law

1.5.1 Dispute Resolution

1.6.0 Signature/Acceptance

a) Signature of PI……

Name of PI……..Date……

FOR: RECIPIENT INSTITUTION

a) Signature …….. (Head of institution)

Name…….

Date……...

FOR: KENYA WILDLIFE SERVICE

Director's Signature……

Name…….

Date……...

南アフリカ政府標準素材海外移転契約

南アフリカ政府標準素材海外移転契約
MATERIAL TRANSFER AGREEMENT

背景:
1. This agreement must be entered into by an applicant for a permit and any stakeholders identified in terms of the Regulations who provide or give access to indigenous biological resources.
2. If there is more than one stakeholder a separate agreement must be entered into with each stakeholder.
3. If insufficient space is provided in this form, additional information may be included by way of annexures. Alternatively, parties can elect to use their own forms with sufficient space provided for each Regulation, as long as those forms follow the general format of this form.
4. The parties to this agreement must sign the agreement in the space indicated and must initial every other page of the agreement, including any annexures.

本文

Parties to the agreement

1. Recipient of indigenous biological resources, if recipient is a juristic person:

1.1. Name of institution or body:
_____
_____
1.2. Registration no. of institution or body:
_____
1.3. Contact details of institution or body (including postal/physical address, phone, fax and e-mail address): _____
_____
1.4. Name of contact person in institution or body (attach a certified copy of ID
document):_____
_____

1.5. Capacity of contact person:

_____

2. Recipient of indigenous biological resources, if recipient is a natural person

2.1. Name of recipient:

_____

2.2. Identity number of recipient:

_____

2.3. Contact details of recipient (including postal/physical address, phone, fax and e-mail address):_____

_____

3. Provider of access to indigenous biological resources

3.1. Name:

_____

3.2. Capacity:

_____

3.3. If entering into agreement in a representative capacity, state name of principal:

_____

3.4. Contact details (includes physical/postal address, telephone, Fax and e-mail address):_____

_____

4. Indigenous biological resources

The type, quantity and source of indigenous biological resources to which this agreement relates are –

Type of organism	**Family, genus or species scientific and**	**Part of organism to be collected**	**Quantity (Limitation on the quantity of samples)**	**Full locality data (GIS readings if possible)**

	common name) (if possible)			

5. Current uses of the indigenous biological resources -

The present potential uses of the indigenous biological resources to be collected are the following -

6. Purpose of export (if applicable)

The indigenous biological resources are to be exported for the following purposes –

_____

_____

7. Third parties

The recipient may only provide any such indigenous biological resources or their progeny to third parties in terms of the following conditions (fill in detail below) -

_____

_____

The recipient agrees to take every reasonable precaution to prevent the identified indigenous biological resources coming into the possession of any unauthorised third party.

8. Entire Agreement

This agreement constitutes the entire agreement between the parties in regard to the subject matter of this agreement and no addition to, variation or cancellation of this agreement or waiver of any rights under this agreement will be of any force or effect unless reduced to writing and signed by the parties to this agreement.

Signature of a applicant for permit: _____Date: _____

Capacity of signatory:

_____

On behalf of:

_____

Signature of access provider of resource: _____Date:

_____

Capacity of signatory:

_____

On behalf of:

_____

Approved by the Minister of Water and Environmental Affairs

_____

Signature

_____

Date

カメルーンリンベ動植物園非商用利用生物資源受入契約

Agreement for the Acquisition of Biological Material for Non-Commercial Use

LIMBE BOTANIC AND ZOOLOGICAL GARDENS (MOUNT CAMEROON BIODIVERSITY

CONSERVATION CENTRE)

LBZG/MCBCC is a semi-autonomous institution whose mission is to provide facilities, information and services to support biodiversity conservation and improve livelihoods in the Mt Cameroon region and beyond.

In their work, LBZG/MCBCC and [COLLABORATOR - NAME OF INSTITUTION SUPPLYING MATERIAL TO LBZG/MCBCC], intend to honour the letter and spirit of the Convention on Biological Diversity (CBD), the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), and other national and international laws on access and benefit-sharing, biodiversity conservation, and protection of traditional knowledge.

1. The objective of this agreement is to ensure that all collections made by [COLLABORATOR] and supplied to LBZG/MCBCC are done according to the best practices outlined in these laws, regulations, and policies.

2. LBZG/MCBCC will only collaborate with, and accept Biological Material from, institutions that meet the Criteria for Suppliers (Section 5.2 *LBZG (MCBCC) Policy on Access to Genetic Resources and Benefit-Sharing*).

3. LBZG/MCBCC and [COLLABORATOR] will enter into a collaboration in which [COLLABORATOR] supplies LBZG/MCBCC with collections of Biological Material made in the following areas: [PLACE, DIVISION, COUNTRY].

4. [COLLABORATOR] will transfer to LBZG/MCBCC Biological Material and associated knowledge, accompanied by this Agreement, on the reverse of which the Biological Material being supplied ("the Material") will be itemized in the Notification of Material Transferred. The Material will be transferred pursuant to the terms of this Agreement.

5. The signature of [COLLABORATOR] on this Agreement and Notification of Transfer confirm that:

- [COLLABORATOR] has obtained all necessary permits, prior informed consents and licenses in connection with the acquisition by [COLLABORATOR] of the Material. In addition to acquiring necessary government permits, it is critical that the prior informed consent of local and affected communities has been received.
- [COLLABORATOR] is authorized to acquire and supply the Material to LBZG/MCBCC.

6. LBZG/MCBCC will provide [COLLABORATOR] with a fair and equitable share of benefits obtained by the LBZG/MCBCC arising out of any utilisation by LBZG/MCBCC of the Material or its progeny or Derivatives, or associated knowledge, including benefits such as research results and copies of publications (see Section 9. of the *LBZG (MCBCC) Policy on Access to Genetic Resources and Benefit-Sharing* for a list of indicative benefits). In addition, LBZG/MCBCC shall acknowledge [COLLABORATOR] in all research publications resulting from the use of the Material. Access to Material collected by [COLLABORATOR] and held at LBZG (MCBCC) will be facilitated for all [COLLABORATING INSTITUTION] staff. For collections made outside of Cameroon, access to Material collected from a particular country will be facilitated for all researchers and students from that country.

6. LBZG/MCBCC may not commercialise (for definition of terms see *LBZG (MCBCC) Policy on Access to Genetic Resources and Benefit-Sharing*) the material, associated knowledge, or any progeny or derivatives thereof. If at any point in the future LBZG/MCBCC wishes to use the genetic resources or its derivatives for purposes other than those allowed by the terms and

conditions under which the material was originally acquired (such as commercial use), LBZG/MCBCC will obtain the written permission of [COLLABORATOR] and specify in writing the terms and conditions of use, including fair and equitable benefit sharing as set out in LBZG (MCBCC)s *Policy on Access to Genetic Resources and Benefit-Sharing*.

7. In keeping with standard practice for botanical institutions,

LBZG/MCBCC may transfer the Material received from [COLLABORATOR],

associated knowledge, or any progeny or derivatives thereof to a third party.

Third parties must meet the Criteria for Recipients (Section 5.2 *LBZG*

(MCBCC) Policy on Access to Genetic Resources and Benefit-Sharing). The

terms of transfer will be no less restrictive than those contained in this

Agreement.

8. This Agreement will be subject to review two years after taking effect. In the event of disputes over the use of Material or Associated Knowledge, LBZG (MCBCC) will cease use of supplied Material and Knowledge until the dispute is settled according to agreed criteria.

9. This Agreement is governed by and shall be construed in accordance with the Republic of Cameroon law.

Declaration

I understand that any Material supplied to LBZG/MCBCC pursuant to this Agreement will be subject to, and I agree to comply with, the conditions above.

Signed by:……. Signed by:…….

[TITLE, AND RESEARCH INSTITUTION NAME AND ADDRESS]

[DIRECTOR, LBZG/MCBCC]

Date:…….

Date:

Signed by:

[DEPARTMENT HEAD, LBZG/MCBCC]

Date:

Signed by:

[POLICY UNIT COORDINATOR, LBZG/MCBCC]

Date:

カメルーンリンベ動植物園非商用利用生物資源供給契約

Agreement for The Supply Of Biological Material for Non-Commercial Use

LIMBE BOTANIC AND ZOOLOGICAL GARDENS (MOUNT CAMEROON BIODIVERSITY CENTRE)

Upon receipt of this Agreement, signed by Recipient below, and because Recipient has agreed to comply with the terms and conditions set forth in this Agreement, LBZG/MCBCC will supply to Recipient Biological Material and associated knowledge requested by Recipient as is, in LBZG/MCBCC's judgment, reasonable and appropriate.

Such Biological Material and associated knowledge as is supplied to Recipient will be accompanied by a copy of this Agreement, on the reverse of which the Biological Material being supplied ("the Material") will be itemized in the Notification of Material Transferred.

LBZG/MCBCC, when using its collections, intends to honour the letter and spirit of the Convention on Biological Diversity (CBD), the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), and laws relating to access and benefit-sharing within Cameroon, including those relating to traditional knowledge.

Biological Material and associated knowledge is supplied on the condition that it is only used for the purpose or purposes agreed with LBZG/MCBCC at the time of application. Recipients of Biological Material will be deemed to have accepted to the following conditions:

1. Subject to clauses 2 and 3 below, Recipient may use the material, any progeny or derivatives thereof (such as modified or unmodified extracts), and associated knowledge, for non-commercial purposes only.

2. Recipient will provide LBZG/MCBCC, the local community and the Cameroon Government with a fair and equitable share of benefits obtained by the Recipient arising out of any utilisation by the Recipient of the Material or its progeny or derivatives, or associated knowledge, including benefits such as research results and copies of publications (see Section 9. of the *LBZG (MCBCC) Policy on Access to Genetic Resources and Benefit-Sharing* for a list of indicative benefits). In addition, Recipient shall acknowledge LBZG/MCBCC in all research publications resulting from the use of the Material. Access to all biological material and associated data lodged in Recipient Institution and supplied by LBZG/MCBCC will be facilitated for any Cameroonian researcher or student.

3. Recipient may not commercialise (for definition of terms see the attached *LBZG (MCBCC) Policy on Access to Genetic Resources and Benefit-Sharing*) the material, associated knowledge, or any progeny or derivatives thereof. If at any point in the future Recipient wishes to use the genetic resources or its derivatives for purposes (such as commercial use) other than those allowed by the terms and conditions under which the material was originally acquired, the Recipient must obtain the written permission of LBZG/MCBCC and specify in writing the terms and conditions of use, including fair and equitable benefit sharing as set out in LBZG/MCBCCs policy. Any commercialisation to which LBZG/MCBCC agrees will be subject to a separate agreement between Recipient, LBZG (MCBCC) and the relevant Ministry of the Republic of Cameroon.

4. Recipient may not transfer the material, associated knowledge, or any progeny or derivatives thereof to any third party other than Recipient or LBZG (MCBCC) without the prior informed consent, in writing, of LBZG/MCBCC, and then only under a legally binding written agreement containing terms and conditions no less restrictive than those contained in this Agreement unless otherwise agreed in writing by LBZG/MCBCC.

5. LBZG/MCBCC makes no representation or warranty of any kind, either express or implied:

- as to the identity, safety, merchantability or fitness for any particular purpose of the Material or its progeny or derivatives or that
- the Material provided to Recipient under this Agreement is or will remain free from any further obligation to obtain prior informed consent from, to share benefits with or to comply with restrictions on use imposed by the Cameroon Government.

Recipient will indemnify LBZG/MCBCC from any and all liability arising out of the Material, its progeny or derivatives and their use.

6. This Agreement will be subject to review two years after taking effect. In the event of disputes over the use of Material or Associated Knowledge, Recipient will cease use of supplied Material and Knowledge until the dispute is settled according to agreed criteria.

7. This Agreement is governed by and shall be construed in accordance with the Republic of Cameroon law.

Declaration

I understand that any Material supplied to me by LBZG/MCBCC pursuant to this Agreement will be subject to, and I agree to comply with, the conditions above.

Signed by:……. Signed by:…….

[TITLE, AND RESEARCH INSTITUTION NAME AND ADDRESS]

[DIRECTOR, LBZG/MCBCC]

Date:…….

Date:

Signed by:

[DEPARTMENT HEAD, LBZG/MCBCC]

Date:

Signed by:

[POLICY UNIT COORDINATOR, LBZG/MCBCC]

Date:

NOTIFICATION OF MATERIAL TRANSFERRED

The following Material is transferred between LBZG/MCBCC and _____ in accordance with the terms and conditions of the *Agreement for the Supply of Biological Material for Non-Commercial Use*, between _____ and _____, dated _____ 200(1).

By signing this Notification of Transfer, LBZG/MCBCC and _____ confirm that the Material has been collected, will be used, and is being transferred in accordance with all applicable laws and regulations, permits, prior informed consents and/or licenses. Copies of permits for Material transferred are attached to this document.

Type of material supplied:

Date collected	Description of Material	Total number	Collection #	Collector name

Purpose for which material is supplied:

SIGNED BY: **DATE:**

Name:

Title:

For and on behalf of [RECIPIENT INSTITUTION]:

Address of Institution:

SIGNED BY: **DATE:**

Name:

Title:

For and on behalf of LBZG/MCBCC

A signed copy of this document will be forwarded by LBZG/MCBCC with each consignment of Material. Upon receipt of the Material, _____ *will countersign this copy and return it to LBZG/MCBCC as acknowledgement of receipt under the terms of this Agreement*

NOTIFICATION OF MATERIAL TRANSFERRED

The following Material is transferred between _____ and LBZG/MCBCC in accordance with the terms and conditions of the *Agreement for the Acquisition of Biological Material for Non-Commercial Use*, between _____ and _____, dated _____ 200(1).

By signing this Notification of Transfer _____ hereby confirms that the Material has been collected and is being transferred to LBZG/MCBCC in accordance with all applicable laws and regulations, permits, prior informed consents and/or licenses.

Type of material supplied:

Date collected	Description of Material	Total number	Collection #	Collector name

Purpose for which material is supplied:

SIGNED BY: **DATE:**

Name:

Title:

For and on behalf of (Name of Collaborating/Supplying Institution):

Address of Institution:

SIGNED BY: **DATE:**

Name:

Title:

For and on behalf of LBZG/MCBCC

A signed copy of this document will be forwarded to LBZG/MCBCC with each consignment of Material. Upon receipt of the Material, LBZG/MCBCC will countersign this copy and return it as acknowledgement of receipt under the terms of this Agreement.

カメルーンリンベ動植物園複製標本供給契約

Agreement for Supply of Duplicate Herbarium and other Preserved Specimens

LIMBE BOTANIC AND ZOOLOGICAL GARDENS (MOUNT CAMEROON BIODIVERSITY CENTRE)

Cameroon is a signatory of the Convention on Biological Diversity (CBD) and the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). In using its collections and associated data, LBZG/MCBCC intends to honour the letter and spirit of these conventions, and other international, regional and national laws and policies concerning the conservation and sustainable use of biological diversity, access and benefit-sharing, and the protection of traditional knowledge.

If our collections are to be of value to science and conservation, it is essential for LBZG/MCBCC to be actively involved in the distribution and exchange of biological material to other botanical gardens, scientific institutions and individuals throughout the world.

LBZG/MCBCC will supply – as a gift - duplicate herbarium and other preserved specimens to institutions that meet the Criteria for Recipients (Section 6.2 *LBZG (MCBCC) Policy on Access to Genetic Resources and Benefit-Sharing*). Provision of duplicate specimens and associated knowledge is made on the condition that it is used only for non-commercial scientific purposes.

Recipients of an LBZG/MCBCC gift of duplicate specimens and associated data will be deemed to have accepted the following conditions:

1.Recipient may not commercialise (for definition of terms see the *LBZG (MCBCC) Policy on Access to Genetic Resources and Benefit-Sharing*) the material or any progeny or derivatives thereof. If at any point in the future

Recipient wishes to use the Biological Materials and associated knowledge for commercial purposes, the Recipient must obtain the written permission of LBZG/MCBCC and specify in writing the terms and conditions of use, including fair and equitable benefit sharing as set out in LBZG/MCBCCs *Policy on Access to Genetic Resources and Benefit-Sharing*. Any commercialisation to which LBZG/MCBCC agrees will be subject to a separate agreement between Recipient, LBZG (MCBCC) and the Ministry of Environment and Forestry, Republic of Cameroon.

1. Recipient may only transfer herbarium specimens provided by LBZG/MCBCC to institutions that also meet the Criteria for Recipients (Section 6.2 *LBZG (MCBCC) Policy on Access to Genetic Resources and Benefit-Sharing*), and only then for non-commercial scientific purposes, and under an agreement containing terms and conditions no less restrictive than those contained in this Agreement unless otherwise agreed in writing by LBZG/MCBCC.

2. Any benefits arising from the use of LBZG (MCBCC) duplicate specimens transferred, and associated knowledge, should be shared fairly and equitably with LBZG/MCBCC, local communities, and the Cameroon Government (see Section 9. of the *LBZG (MCBCC) Policy on Access to Genetic Resources and Benefit-Sharing* for a list of indicative benefits).

3. Recipient shall acknowledge LBZG/MCBCC and Cameroon in all research publications resulting from the use of the Material collected and supplied by LBZG/MCBCC, and will consider LBZG/MCBCC staff who collected the Material as co-authors on publications. LBZG/MCBCC will be informed at an early stage of planned publications, databases, and other products resulting in part or fully from Material and associated knowledge supplied by LBZG/MCBCC, and copies of the final products will be shared with LBZG/MCBCC and other institutions within Cameroon.

4. Access to all specimens and associated data lodged in Recipient institution and supplied by LBZG/MCBCC will be facilitated for any Cameroonian researcher or student.

5. This Agreement will be subject to review two years after taking effect. In the event of disputes over the use of Material or Associated Knowledge, Recipient will cease use of supplied Material and Knowledge until the dispute is settled according to agreed criteria.

6. This Agreement is governed by and shall be construed in accordance with the Republic of Cameroon law.

Declaration

I understand that any Material and associated knowledge supplied to me by LBZG/MCBCC pursuant to this Agreement will be subject to, and I agreed to comply with, the conditions above.

Signed by:……. Signed by:…….

[TITLE, INSTITUTION NAME AND ADDRESS]

[DIRECTOR, LBZG/MCBCC]

Date:…….

For and on behalf of RECIPIENT INSTITUTION

Date:

Signed by:

[DEPARTMENT HEAD, LBZG/MCBCC]

Date:

Signed by:

[POLICY UNIT COORDINATOR, LBZG/MCBCC]

Date:

NOTIFICATION OF MATERIAL TRANSFERRED

The following Material is transferred between LBZG/MCBCC and _____ in accordance with the terms and conditions of the *Agreement for the Supply of Duplicate Herbarium Specimens*, dated _____ 200(1).

By signing this Notification of Transfer, LBZG/MCBCC and _____ confirm that the Material has been collected, will be used, and is being transferred in accordance with all applicable laws and regulations, permits, prior informed consents and/or licenses.

Type of material supplied:

Date collected	Description of Material	Total number	Collection #	Collector name

Purpose for which material is supplied:

SIGNED BY: **DATE:**

Name:

Title:

For and on behalf of [RECIPIENT INSTITUTION]:

Address of Institution:

SIGNED BY: **DATE:**

Name:

Title:

For and on behalf of LBZG/MCBCC

A signed copy of this document will be forwarded by LBZG/MCBCC with each consignment of specimens. Upon receipt of the specimens, _____ *will countersign this copy and return it to LBZG/MCBCC as acknowledgement of receipt under the terms of this Agreement.*

カメルーンリンベ動植物園保存標本貸出契約

Agreement for Loan Of Herbarium and Other Preserved Specimens

LIMBE BOTANIC AND ZOOLOGICAL GARDENS (MOUNT CAMEROON BIODIVERSITY CENTRE)

Cameroon is a signatory of the Convention on Biological Diversity (CBD) and the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). In using its collections and databases, LBZG/MCBCC intends to honour the letter and spirit of these conventions, and other international, regional and national laws and policies concerning the conservation and sustainable use of biological diversity, access and benefit-sharing, and the protection of traditional knowledge.

If our collections are to be of value to science and conservation, it is essential for LBZG/MCBCC to be actively involved in the distribution and exchange of biological material to other botanical gardens, scientific institutions and individuals throughout the world.

LBZG/MCBCC will supply herbarium and other preserved specimens, and associated data, on loan to institutions that meet the Criteria for Recipients (Section 6.2 *LBZG (MCBCC) Policy on Access to Genetic Resources and Benefit-Sharing*). Loan is made on the condition that it is used only for non-commercial scientific purposes.

Recipients of LBZG/MCBCC herbarium specimens and associated data will be deemed to have accepted the following conditions:

1. Loans are made only to approved botanical and research institutions and not to individuals.

2. Loans are made only for a period of 12 months. Application for the extension of loans should be made in writing two months prior the expiration date.

3. Loans may not be transferred from recipient institution to a third party other than the recipient institution or LBZG/MCBCC without the prior informed consent, in writing, of LBZG/MCBCC, and then under terms no less restrictive than those contained in this Agreement, unless otherwise agreed in writing by LBZG (MCBCC).

4. Loans should be handled with care and should be treated in a manner that will conserve them for future study. Writing, drawing, labels or determinavit labels on the sheet may not be removed, altered or defaced in any way.

5. Dissection and removal of parts should be restricted to taxon specialists, and done in a way that does not reduce the quality of the specimens for future use.

6. All specimens borrowed must be annotated before they are returned.

7. Any research publications resulting from the use of LBZG/MCBCC collections should acknowledge LBZG/MCBCC as supplier of specimens and associated data and consider LBZG/MCBCC staff as co-authors.

8. Recipient may not use the specimens or associated data for commercial purposes (for the definition of "commercialisation" see the attached LBZG (MCBCC) *Policy on Access to Genetic Resources and Benefit-Sharing)*. If at any point in the future recipient wishes to use the specimens or data supplied for commercial purposes, recipient must first obtain the written permission of LBZG/MCBCC. Any proposed commercial use of the specimens or data to which LBZG/MCBCC agrees will be subject to a separate agreement between recipient and LBZG/MCBCC, and subject to approval from the Government of Cameroon.

9. Any benefits arising from the use of loaned specimens should be shared fairly and equitably with LBZG/MCBCC, local communities, and the Cameroon Government (see Section 9. of the *LBZG (MCBCC) Policy on Access to Genetic Resources and Benefit-Sharing* for a list of indicative benefits).

10. Access to all loaned specimens and associated data lodged in Recipient institution and supplied by LBZG/MCBCC will be facilitated for any Cameroonian researcher or student.

11. This Agreement will be subject to review one year after taking effect. In the event of disputes over the use of Material or Associated Knowledge, Recipient will cease use of supplied Material and Knowledge, and will return it to LBZG (MCBCC), until the dispute is settled according to agreed criteria.

12. This Agreement is governed by and shall be construed in accordance with the Republic of Cameroon law.

Declaration

I understand that any herbarium specimen borrowed from LBZG/MCBCC pursuant to this Agreement will be subject to, and I agree to comply with, the conditions above.

Signed by:…… Signed by:……

[TITLE, INSTITUTION NAME AND ADDRESS]

[DIRECTOR, LBZG/MCBCC]

Date:.....

For and on behalf of RECIPIENT INSTITUTION

Date:

Signed by:

[DEPARTMENT HEAD, LBZG/MCBCC]

Date:

Signed by:

[POLICY UNIT COORDINATOR, LBZG/MCBCC]

Date:

NOTIFICATION OF MATERIAL TRANSFERRED

The following Material is transferred between LBZG/MCBCC and _____ in accordance with the terms and conditions of the *Agreement for the Loan Herbarium Specimens*, dated _____ 200(1).

By signing this Notification of Transfer, LBZG/MCBCC and _____ confirm that the Material has been collected, will be used, and is being transferred in accordance with all applicable laws and regulations, permits, prior informed consents and/or licenses.

Type of material supplied:

Date collected	Description of Material	Total number	Collection #	Collector name

Purpose for which material is supplied:

SIGNED BY: **DATE:**

Name:

Title:

For and on behalf of [RECIPIENT INSTITUTION]:

Address of Institution:

SIGNED BY: **DATE:**

Name:

Title:

For and on behalf of LBZG/MCBCC

A signed copy of this document will be forwarded by LBZG/MCBCC with each consignment of specimens. Upon receipt of the specimens, _____ *will countersign this copy and return it to LBZG/MCBCC as acknowledgement of receipt under the terms of this Agreement.*

カメルーンリンベ動植物園データベースアクセス契約

Agreement on Conditions for Access to the LBZG/MCBCC Databases

LIMBE BOTANIC AND ZOOLOGICAL GARDENS (MOUNT CAMEROON BIODIVERSITY CONSERVATION CENTRE)

Cameroon is a signatory of the Convention on Biological Diversity (CBD) and the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). In using its collections and databases, LBZG/MCBCC intends to honour the letter and spirit of these conventions, and other international, regional and national laws and policies concerning the conservation and sustainable use of biological diversity, access and benefit-sharing, and the protection of traditional knowledge.

LBZG/MCBCC has compiled valuable taxonomic and associated data for the South West Province in general, and Mount Cameroon area in particular. This data includes that held within Herbarium, Living Collections, Wildlife, and Socioeconomic databases.　LBZG/MCBCC recognizes the value of sharing data in order to further scientific understanding and promote the conservation of biodiversity in the region. It seeks, therefore, to place only minimum restrictions on the use of this information, but wishes to ensure that this use is in accordance with international and national law, and is done with proper integrity and acknowledgement of the source.

The objective of this Agreement is to define terms and conditions for transparent and effective collaboration between LBZG/MCBCC and individuals and institutions that wish to access LBZG/MCBCC databases.

1. The data supplied will only be used for the purpose or purposes given in an application letter submitted to LBZG/MCBCC.

2. Recipient will provide LBZG/MCBCC, local communities and the Cameroon Government with fair and equitable sharing of benefits arising

out of any utilisation by the recipient of the data or its derivatives, including benefits such as research results and copies of publications (see Section 9. of the *LBZG (MCBCC) Policy on Access to Genetic Resources and Benefit-Sharing* for a list of indicative benefits).

3. LBZG/MCBCC and relevant staff will be acknowledged as the source of data in publications, presentations and other output referring to or utilising the data, and the databases will be cited appropriately as a source in texts and bibliographies. LBZG/MCBCC will be given sufficient notice of any planned use of LBZG/MCBCC data in publications or in support of activities involving Third Parties so that permission to use LBZG/MCBCC data may be withheld when such activities are not considered to comply with the objectives of LBZG/MCBCC.

4. Recipient may not use the data for commercial purposes. If at any point in the future recipient wishes to use the data supplied for commercial purposes, recipient must first obtain the written permission of LBZG/MCBCC. Any proposed commercial applications and use of this data to which LBZG/MCBCC agrees will be subject to a separate agreement between recipient and LBZG/MCBCC, and subject to approval from the Government of Cameroon.

5. Recipient may not transfer the data to any third party other than recipient or LBZG/MCBCC without the prior informed consent, in writing, of LBZG/MCBCC and then under a legally binding written agreement containing terms no less restrictive than those contained in this Agreement, unless otherwise agreed in writing by LBZG/MCBCC.

7. This Agreement will be subject to review one year after taking effect. In the event of disputes over the use of Material or Associated Knowledge, Recipient will cease use of supplied data until the dispute is settled according to agreed criteria.

8. This Agreement is governed by and shall be construed in accordance with the Republic of Cameroon law.

Declaration

I understand that any Data supplied to me by LBZG/MCBCC pursuant to this Agreement will be subject to, and I agree to comply with, the conditions above.

Signed by:……. Signed by:…….

[TITLE, AND RESEARCH INSTITUTION NAME AND ADDRESS]

[DIRECTOR, LBZG/MCBCC]

Date:…….

Date:

Signed by:

[DEPARTMENT HEAD, LBZG/MCBCC]

Date:

Signed by:

[POLICY UNIT COORDINATOR, LBZG/MCBCC]

Date:

NOTIFICATION OF DATA AND INFORMATION TRANSFERRED

The following Data and Information is transferred between LBZG/MCBCC and _____ in accordance with the terms and conditions of the *Agreement on Conditions for Access to the LBZG/MCBCC Databases*, dated _____ 200(1).

Type of Data/Information Supplied:

Purpose for which data/information is supplied:

SIGNED BY: **DATE:**

Name:

Title:

For and on behalf of [RECIPIENT INSTITUTION]:

Address of Institution:

SIGNED BY: **DATE:**

Name:

Title:

For and on behalf of LBZG/MCBCC

オーストラリア連邦政府標準素材移転契約

オーストラリア連邦政府標準素材移転契約

MATERIAL TRANSFER AGREEMENT

BETWEEN [NAME OF PROVIDER ORGANISATION] [address] (the "**Provider**") **AND** [NAME OF RECIPIENT ORGANISATION] [address] (the "**Recipient**")	提供者として 受領者として
BACKGROUND The Provider has agreed to supply certain material as described in the Schedule to the Recipient on the following terms and conditions:	背景 提供者 B は、スケジュールに記載された材料を、次の条項に従って、利用者に供給することに合意する。
AGREEMENT **1.Definitions:** In this Agreement, the following terms are defined: ***"Commercial Purposes"*** means the sale, lease, license, or other transfer of the Material or Modifications to a for-profit organisation. Commercial Purposes shall also include uses of the Material or Modifications by any organisation, including Recipient, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Material or Modifications to	第 1 条　定義 本契約では、以下の用語が定義されている。 「商業目的」: 販売、リース、ライセンス、または素材やその修飾物の営利組織へのその他の移転を意味します。商業目的は、素材やその修飾物の利用者を含むあらゆる組織の利用を含まなければならない。例えば、委託研究を行うこと、化合物ライブラリのスクリーニングを行うこと、一般的な販売のために生産または製造すること、または、任意の販売、リース、ライセンス、または、材料

a for-profit organisation.	またはその修飾物の営利組織への移転に至るような研究活動を行うことを含む。
'Confidential Information' means information that: is by its nature confidential; is designated by the Provider as confidential; or the Recipient knows or ought to know is confidential;but does not include information which: is or becomes public knowledge other than by breach of this Agreement; is in the possession of the Recipient without restriction in relation to disclosure before the date of receipt from the Provider; or has been independently developed or acquired by the Recipient; where the burden of establishing any of the exceptions referred to in paragraphs (iv), (v) and (vi) shall be on the Recipient;	秘密情報：次のような情報を意味する。 (i)その性質として秘密性のあるもの (ii)提供者によって秘密として指定されたもの (iii)利用者が知っているか知らなければならない秘密のもの しかし、秘密情報でないものは、 (iv) 本契約の違反ではない公開情報であるか、そうなるもの (v)提供者から受領前に制限なしで公開された提供者の所有するもの (vi)提供者によって独立して開発あるいは取得されているもの ここで、第(iv), (v) と(vi)に関する例外事項の確立の責務は提供者が負わなければならない。
"Original Material" means the material being transferred as specified in the schedule.	最初の材料：スケジュールで特定されて移転された材料
"Materials" means Original Material, Progeny, and Unmodified Derivatives.	材料：最初の材料、その子孫、修飾されていない派生物
"***Modifications***" means substances created by the Recipient which contain or incorporate any of the Materials.	修飾：提供者によって創造された、材料の一部を取り込んだ物質
"Progeny" means unmodified descendant from the Original Material, such as virus from virus, cell from cell, or organism from	子孫：最初の材料から修飾されてい

organism. ***"Recipient Scientist"*** means the Scientist, named in the Schedule, responsible for carrying out the Project described in the Schedule. ***"Unmodified Derivatives"*** means substances created by the Recipient which constitute an unmodified functional subunit or product expressed by the Original Material. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Material, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line. **2.Use and storage of Materials** 2.1 If an approved purpose is specified in the Schedule, the Recipient may use the Materials and any Modifications only for that purpose; 2.2 If no approved purpose is specified in the Schedule, the Recipient may use the Materials and any Modifications: (i)for non-Commercial Purposes only, being research and experimentation in connection	ない同じもの、例えば、ウイルスから増殖したウイルス、細胞から増殖した細胞、生物から増殖した生物など。 受領研究者：スケジュールに記載された研究者でプロジェクトの遂行に責任のある者。 修飾されていない派生物：提供者によって創造された物質を意味する。それには、修飾されていない機能体や最初の材料が表現されている産物などが構成されている。その例として、修飾されていない培養細胞のサブクローン、最初の材料の精製分画成分、提供者によって供給された DNA/RNA の発現によって得られたたんぱく質、ハイブリドーマから分泌されるモノクローナル抗体などがある。 第 2 条　材料の利用と保存 2.1　承認された目的がスケジュールに特定されている場合、受領者 B は、指定された目的にのみ材料といかなる修飾物を利用することができる。 2.2　承認された目的がスケジュールに特定されていない場合、受領者 B は、下記の目的にのみ、材料といかなる修飾物を利用することができる。 (i)スケジュールで特定されたプロジ

with the project identified in the Schedule; or (ii)if no project is identified in the Schedule, for non-Commercial Purposes only.	ェクトと関連する研究や実験といった非商用目的。 (ii)スケジュールで特定されていないプロジェクトの場合、非商用目的のみ
2.3Unless expressly permitted in the Schedule, the Recipient must not use the Materials or any Modifications in connection with human subjects, in clinical trials, or for diagnostic purposes involving human subjects, without the written consent of the Provider.	2.3　スケジュールに文言で許可されていなければ、受領者 B は、提供者 A の書面による許可なしで、臨床試験やヒトを用いる診断目的に対して、材料やその修飾物を、ヒトを対象にして用いてはならない。
2.4The Recipient agrees to use, store, transport and destroy the Materials and any Modifications in compliance with all applicable laws and regulations.	2.4　すべての適用可能な法律と規則に従って、受領者 B は、材料とその修飾物を使用し、保存し、輸送し、破壊することに合意する。
2.5The Recipient must keep the Materials and any Modifications secure and prevent unauthorized use of or access to the Materials and any Modifications.	2.5　受領者 B は、材料とその修飾物を安全に、かつ、承認されていない利用やアクセスを阻止するように保管しなければならない。
2.6The Recipient must not distribute the Materials or any Modifications to any person who is not under the direct supervision of the Recipient Scientist without the prior written consent of the Provider.	2.6　提供者 A の書面による許可なしで、受領者 B の直接の管理下にないいかなる者に、材料とその修飾物を分譲してはならない。
2.7The Recipient agrees to use the Material in compliance with all applicable law, statutes and regulations in the places where the Recipient carries out the research and experimentation.	2.7　受領者 B が研究や実験を行う場所で決められた、すべての法規、規則に従って材料を利用することに同意する。

2.8The Recipient must ensure that its employees, officers and agents comply with all the obligations imposed on the Recipient under this Agreement.	2.8　本契約の元で受領者に課せられたすべての義務に、受領者 B の従業員、研究幹部、事務員も従うよう保証しなければならない。
3.Return or disposal of Materials	第 3 条　材料の返却か廃棄
3.1 The Recipient must return to Provider or dispose of the Materials and any Modifications upon the Provider's request.	3.1　提供者 A の要求によって、受領者 B は、材料とその修飾物を、提供者 A に返却するか廃棄しなければならない。
3.2The Recipient must comply with any reasonable directions given by Provider in relation to the manner of storage, transport or disposal of the Materials and any Modifications.	3.2　受領者 B は、材料とその修飾物の保存、輸送、廃棄の方法に関連して、提供者 A によって供給された合理的な方法に従わなければならない。
3.3If a termination date is specified in the Schedule, the Recipient's rights under this Agreement expire at 5pm on the termination date. The Recipient must then, at the Provider's option, promptly return to the Provider or destroy the Materials and any Modifications.	3.3　もし、終了日がスケジュールに特定されている場合、本契約による受領者 B の権利は、終了日の午後 5 時で満了する。それ以後は、提供者 A の選択により、材料とその修飾物を提供者に直ちに返却するか破壊しなければならない。
4.Rights in Materials	第 4 条　材料にある権利
4.1 The Materials and any Modifications are the property of Provider.	4.1　材料とその修飾物は提供者 A の所有物である。
4.2 This Agreement does not transfer or assign to the Recipient any intellectual property rights of the Provider or any other person in the Materials.	4.2　本契約によって、材料にある提供者 A あるいはその他の者の知的財産権を受領者 B に移転したり、譲渡

	したりすることはない。
4.3 The Provider grants to the Recipient a non-exclusive, non-transferable, licence to use, reproduce, make extracts from, modify and/or adapt the Materials, but only to the minimum extent necessary for the relevant purpose as permitted under clause 2 of this Agreement.	4.3　提供者 A は、受領者 B に、材料を利用し、再生し、抽出物を作成し、修飾し、そして/あるいは適応させる、非独占的、移転不可のライセンス権を与える。ただし、そのライセンス権は、本契約の第 2 条のもとで許可された妥当な目的に必要な最小範囲に限定される。
5.Liability	第 5 条　責任
5.1The Recipient acknowledges that the Material may be experimental in nature and have hazardous properties, and that the Recipient uses the Materials at the Recipient's own risk.	5.1　受領者 A は、材料は実験的性質を持ち、有害な性質を持つことを認識し、受領者 B 自身のリスクで材料を利用することも認識している。
5.2 The Provider makes no representations and extends no warranties of any kind to the Recipient in relation to the Materials or use of the Materials.　To the maximum extent permitted by law, the Provider excludes any warranties that would otherwise be implied, including warranties of merchantability or fitness for a particular purpose.	5.2　提供者 A は、材料とその利用に関して、受領者 B にいかなる代理も保証も与えることはない。法律の許す最大の範囲において、提供者 A は、商品化性、特殊な目的への適応をふくむいかなる保証から除外される。
5.3 The Recipient assumes all liability for any loss or damage which may arise from its use, storage, transport or disposal of the Materials and any Modifications. The Provider will not be liable for any loss, claim or demand arising from the use, storage, transport or disposal of the Materials or any Modifications by the Recipient, unless caused directly by the gross negligence or wilful	5.3　受領者 B は、材料とその修飾物の利用、保存、輸送、廃棄から生じるいかなる損失や損害に対する責任を取る。提供者 A は、材料とその修飾物の受領者 B による利用､保存､輸送､廃棄から生じるいかなる損失、要求、請求に対して責任を持つことはない。ただし、提供者 A の重過失

misconduct of the Provider. 5.4The Recipient indemnifies the Provider against any claim, loss or damage arising from: (a)the Recipient's use, transport, storage or disposal of the Materials or any Modifications; or (b)any breach of this Agreement by the Recipient. **6.Confidentiality** 6.1The Recipient must not publish any information based on or derived from use of the Materials as permitted under clause 2 without first providing the Provider an advance copy of the relevant article or other publication not less than thirty (30) days prior to submission of that article or publication to a journal, or any other proposed public disclosure, 6.2The Recipient must appropriately acknowledge the source of the Materials in any publication permitted under this clause. 6.3Nothing in this Agreement requires the Recipient to prevent or delay publication of research findings resulting from the use of the Materials or the Modifications. 6.4 Except to the extent required by law, the	や故意の不正行為によって直接原因になる場合は責任を持つ。 5.4 受領者 B は、下記の行為から生じるあらゆる要求や損害から提供者 A に免責の保証を与える。 (a)材料またはその修飾物の受領者の利用、輸送、保存、廃棄 (b)受領者による本契約のあらゆる違反 第 6 条　秘密保持 6.1 受領者 B は、その研究論文を提出したり、出版したり、公開したりする 30 日を下回らない前までに、関連する論文やその他の記事のコピーを提供者 A に事前に提供することなしに、第 2 項で認められる材料の利用から生ずる情報を公開してはならない。 6.2　受領者 B は、本条項で認められた出版について、材料の供給先に対する謝辞を適切に表明しなければならない。 6.3　本契約のなにものも、材料またはその修飾物の利用によって得られた研究成果の受領者 B による発表を阻害したり遅延させたりすることはない。

Recipient must maintain the confidentiality of all Confidential Information of the Provider, and must not publish or otherwise disclose any aspect of the Provider's Confidential Information, including any Confidential Information subsisting in or in relation to the Materials.	6.4　法律で要求される範囲を除き、受領者 B は、提供者 A のすべての秘密情報の秘密性を維持しなければならない。材料に存在するか関係するあらゆる秘密情報を含む、提供者 A のすべての秘密情報に関連することを、公開したり、他の方法で開示したりしてはならない。
7.General	第 7 条　一般条項
7.1The rights granted to the Recipient under this Agreement are personal to the Recipient and must not be assigned or sub-licensed without the prior written consent of the Provider.	7.1　本契約で付与された受領者 B の権利とは、受領者 B 個人のものであり、提供者 A の事前の書面による同意なくして譲渡したり、サブライセンスしたりしてはならない。
7.2This Agreement is governed by the law in force in the location of the Provider's principal office. In the event of a dispute parties submit to the exclusive jurisdiction of the courts of that jurisdiction.	7.2　本契約は、提供者 A の事務所のある場所の法律によって支配される。紛争が起こった場合、両当事者は、その場所の裁判権にゆだねられる。
[NAME OF PROVIDER ORGANISATION] **MATERIAL TRANSFER AGREEMENT SCHEDULE [REFERENCE CODE]**	付属書（提供機関名） 素材移転契約スケジュール [参照コード]
Item 1:[RECIPIENT SCIENTIST]	Item 1: 受領者名
Item 2:[RECIPIENT ORGANISATION]	Item 2: 受領機関名
Item 3:[DESCRIPTION OF MATERIALS– specifically, the name of the gene or allele	Item 3:材料の特定

mutation that makes the organism(s) unique]	- 特に、生物を特定している遺伝子あるいは遺伝子座変異]
Item 4:[DESCRIPTION OF PROJECT AND PERMITTED USE OF MATERIALS]	Item 4: プロジェクトと許可された材料の使用
Item 5:[TERMINATION DATE, IF APPLICABLE]	Item 5: 終了日（可能ならば）
SIGNED for and on behalf of [NAME OF PROVIDER ORGANISATION]	署名
[DATE] on ……	提供者側機関責任者
by its authorised representative	
<NAME OF DELEGATE>	
In the presence of:	
.....	
(SIGNATURE OF WITNESS)	
.....	立会人
(NAME OF WITNESS)	
SIGNED for and on behalf of [NAME OF RECIPIENT ORGANISATION]	
	利用者側機関責任者
<NAME OF RECIPIENT>	立会人
	日付
[DATE] on……	

In the presence of: ..... (SIGNATURE OF WITNESS) ..... (NAME OF WITNESS) Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the Material. ..... (SIGNATURE OF RECIPIENT SCIENTIST) ..... (TITLE)	利用研究者の証明書 本契約に記載された条件を読み、理解した。その上で、材料の受領と利用において本契約を遵守することに同意する。 受領研究者署名

オーストラリア国立海洋生物研究所非商用研究用素材ライセンス契約

オーストラリア国立海洋生物研究所非商用研究用素材ライセンス契約

Material Licence Agreement – Non Commercial Research

背景

This Agreement is entered into by **THE AUSTRALIAN INSTITUTE OF MARINE SCIENCE** (ABN 78 961 616 230) a body corporate established under the *Australian Institute of Marine Science Act 1972 (Cth)* of Cape Ferguson, via Townsville, Queensland 4810, Australia ("**AIMS**") and the **RECIPIENT** for the licensing of certain materials as follows:

DETAILS

TERM:

Commencement Date:		**Expiry Date:**	

AIMS:

AIMS Representative:		**Telephone:**	
Address for Service:	1526 Cape Cleveland Road, Cape Cleveland, Qld 4810.	**Fax:**	+61 7 4772 5852
		Mobile Phone:	
Mailing Address:	PMB3, Townsville MC, Qld 4810	**Email:**	

RECIPIENT:

Full Legal Name:		**ABN:**	
Mailing		**Telephone:**	

Address:		**Fax:**	
		Mobile Phone:	
Address for Delivery of Materials:		**Email:**	
		Contact Person:	
		Custodian:	

DESCRIPTION OF MATERIALS:

Definition::	
Quantity:	
Packaging:	
Mode of Transport:	

APPROVED PURPOSE:

Approved Purpose:	Non-commercial use of Materials, relevant AIMS IP and Intellectual Property arising from use of the Materials and Derivatives associated with the research activities outlined below.
Details of Non-Commercial Research Activities:	

SPECIAL CONDITIONS (to the extent of any inconsistencies between the Special Conditions and the attached Terms and Conditions, these will override the attached Terms and Conditions):

契約本文

EXECUTION PAGE

AIMS agrees to grant to the RECIPIENT a licence to receive and use the Materials and the parties agree to accept certain other rights and obligations on the Terms and Conditions attached to and forming part of this Agreement.

Signed for and on behalf of **THE AUSTRALIAN INSTITUTE OF MARINE SCIENCE:**		**Signed** for and on behalf of **FLINDERS UNIVERSITY :**	
Signature of Authorised Officer:	_____	Signature of Authorised Officer:	_____
Print Name:	_____	Print Name:	_____
Date:	_____	Date:	_____
In the presence of:		In the presence of:	
Signature of Witness:	_____	Signature of Witness:	_____
Print Name:	_____	Print Name:	_____

Terms and Conditions

1. Definitions & interpretation

In this Agreement, descriptions and terms referred to in the Details section have the meanings respectively there appearing. In addition:

1.1 "Confidential Information" means all know-how, Intellectual Property, financial information and other commercially valuable or sensitive information in whatever form, including inventions (whether or not reduced to practice), trade secrets, methodologies, formulae, graphs, drawings,

samples, biological materials, devices, models, business plans, policies, information regarding future products and any other materials or information which a party regards as confidential, proprietary or of a commercially sensitive nature that may be in the possession of a party or its employees or officers, whether transmitted orally, in writing or by electronic means, directly or indirectly or via a third party associated with the disclosing party, and whether disclosed before or after the Commencement Date, and includes all information in or relating to the Materials, Derivatives and Results, provided that Confidential Information does not include information which:

(a) is now in the public domain, or enters the public domain after the Commencement Date, through no fault of the receiving party;

(b) can be shown by contemporaneous records of the receiving party to have been known to the receiving party at the time it is received pursuant to this Agreement;

(c) is provided to the receiving party by a third party after the Commencement Date, lawfully and without violating any restriction on its disclosure; or

(d) is independently developed by the receiving party without using any Confidential Information of the other party.

1.2 **"Derivative"** means anything (excluding Results), derived by the Recipient from or using the Materials and where appropriate the Derivatives, including without limitation:

(a) improvements, developments, modifications, structural or functional analogs and homologs of the Materials;

(b) expression products, replicates and progeny of any of the above; and polynucleotides and

polynucleotides coding for any of the above;

1.3 "**Details**" means the matters set out in the Details section on the front pages of this Agreement.

1.4 **"Intellectual Property"** means statutory, general law and any other proprietary rights in respect of copyright and neighbouring rights, all rights in relation to inventions, patents, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts and rights to require information to be kept confidential, but does not include moral rights that are not transferable.

1.5 **"Results"** means all information, Intellectual Property, intellectual assets, data and knowledge arising from the Recipient's use of the Materials and any Derivatives.

1.6 Interpretation

(a) Headings are for convenience only and do not affect interpretation.

(b) The Details, Terms and Conditions and any schedules or attachments together constitute this Agreement.

(c)The singular includes the plural and conversely, and a gender includes all genders.

(d) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.

2. SUPPLY OF THE MATERIALS

2.1 AIMS agrees to provide the Recipient with the Materials in the quantity and in the packaging, and by the Mode of Transport, set out in the Details. The Recipient is solely responsible for all transport, insurance and any other costs incurred in supplying and/or using the Materials and to the extent that these are paid for by AIMS will reimburse AIMS within twenty-eight (28) days of written request.

2.2 The Recipient acknowledges that the Materials have been developed or acquired by AIMS, are the sole and absolute property of AIMS and are of

considerable value, both in terms of research use and in their actual or potential commercial applications.

3. USE OF THE MATERIALS

3.1 The Recipient must only use the Materials for the Approved Purpose.

3.2 The Recipient agrees to keep the Materials secure, confidential and under the personal care and control of the Custodian for the Recipient. If the Custodian for the Recipient named in the Details changes, the Recipient must notify the full name and contact addresses of the replacement Custodian for the Recipient and the reason for his or her replacement no later than three (3) days after the change becomes effective.

3.3 The Recipient must not without the prior written permission of AIMS:

(a) sell, loan or otherwise provide or give physical possession of any of the Materials or any Derivative to any third party;

(b) use the Materials or any Derivative for any purpose other than the Approved Purpose; or

(c) use or store the Materials or any Derivative in any location other than in the laboratory of the Custodian for the Recipient and under his or her direct supervision.

3.4 Subject only to clause 4.6, the Recipient warrants that the research that will be conducted pursuant to this Agreement is non-commercial and that no person or entity that carries on or proposes to carry on any business holds or at any time will hold any option, licence or other rights to the use or commercialisation of the Materials or any Results or Intellectual Property arising from the Derivatives.

3.5 The Recipient must ensure that its use of the Materials complies with all relevant laws, codes of practice and ethical principles applicable in Australia and any other country in which the research by the Recipient takes place.

In particular, the Recipient must not use the Materials or Derivatives in any research or trials involving human subjects without AIMS' prior express consent in writing. To the extent of any inconsistency between the laws, codes of conduct and ethical principles of Australia and the laws, codes of conduct and ethical principles of another country, the laws, codes of conduct and ethical principles, (as the case may be) of Australia shall prevail.

4. OWNERSHIP & INTELLECTUAL PROPERTY RIGHTS

4.1 AIMS is to be the owner of the entire right, title and interest in the Materials, any Intellectual Property rights subsisting in them at the point of transfer and any Derivatives.

4.2 The right of the Recipient to use the Materials and Derivatives under this Agreement is non-exclusive.

4.3 Nothing in this Agreement or the use of the Materials by the Recipient gives the Recipient any licence of or other proprietary or non-proprietary interest in any Intellectual Property rights of AIMS in relation to the Materials beyond the non-exclusive licence to use the Materials and Derivatives, created by this Agreement.

4.4 AIMS gives no warranty that any use of the Materials and/or Derivatives will not infringe the Intellectual Property rights or other rights of any third party.

4.5 The Recipient is to be the owner of all Results including Intellectual Property rights created by the Recipient after the date of this Agreement as a result of the use of the Materials and Derivatives by the Recipient in accordance with this Agreement. The Recipient grants AIMS a non-exclusive licence to use any Results and Intellectual Property rights so created by the Recipient for non-commercial purposes free of any charge, fee or other payment.

4.6 If the Recipient wishes to commercialise or have commercialised any Results or Intellectual Property rights arising from its use of the Materials or Derivatives, or otherwise deal with any Derivative for any commercial purpose, it must first enter into an appropriate agreement with AIMS. The parties agree to negotiate in good faith with a view to concluding such an agreement on terms reasonably acceptable to both parties.

4.7 If AIMS wishes to commercialise any Results including Intellectual Property created by the Recipient from the use of the Materials or Derivatives it must first enter into an appropriate agreement with the Recipient. Both Parties agree to negotiate in good faith with a view to concluding such an agreement on terms reasonably acceptable to both parties.

5. PUBLICATIONS

5.1 (a)The Recipient will provide AIMS a copy of any publications (including media releases) arising from the use of the Materials and Derivatives thirty (30) days in the case of scientific publications and fourteen(14) days in the case of media releases prior to public release or release outside of the Recipient's workplace which cannot be so published or released without AIMS' prior written consent which will not be unreasonably withheld or delayed for longer than 30 days and 14 days as the case may be.

(b)Where the intended publication is a student thesis it will be unreasonable for AIMS to withhold or delay consent unless AIMS can establish within 30 days of receipt of the request for publication that AIMS' Intellectual Property Rights or Confidential information would be adversely affected by the publication.

(c)Failure by AIMS to respond within the time limits specified in this clause 5.1 will be deemed to be a consent.

5.2 The Recipient agrees to acknowledge the role of AIMS in any publication arising out of the Recipient's use of the Materials and Derivatives (including

without limitation the provision of the Materials pursuant to this Agreement) and, where any significant advice or recommendations have been provided by an employee of AIMS, the Recipient further agrees to acknowledge the authorship of that person.

5.3 The Recipient will not use AIMS' name or logo without AIMS' prior written consent.

6. CONFIDENTIALITY

6.1 The Recipient must treat the Materials as Confidential Information and restrict access to the Materials to those researchers who are directly involved in the Approved Purpose and who are placed under an obligation to observe the terms of this Agreement.

6.2 ach party will treat the terms of this Agreement and all Confidential Information owned by the other party as confidential. Each party's obligation of confidentiality will survive expiration or termination of this Agreement and will continue until the Confidential Information is disclosed to it lawfully becomes part of the public domain.

7. REPORTING

7.1 (a)The Recipient will provide Reports of the Results to AIMs in accordance with requirements set out in the Details.

(b)AIMS will keep such Reports confidential subject to any AIMS' rights described in clause 4.

8. LIABILITY & INDEMNITY

8.1 AIMS gives no warranty that the Materials are fit for the Approved Purpose, or that they have any particular qualities or characteristics. The

Recipient acknowledges that the Materials are experimental in nature and that the speculative nature of scientific research is such that it is unreasonable to expect AIMS to give any assurances to the Recipient as to the performance of the Materials, the Derivatives or the Results.

8.2 To the extent permitted by law, all implied warranties and conditions relating to the supply of the Materials to the Recipient are excluded or, where such an exclusion is prohibited by law, liability under any such implied conditions and warranties is limited to the extent permitted by law. The Recipient indemnifies AIMS, its officers, staff, contractors, representatives and agents against any loss or liability arising out of or relating to the Recipient's possession, use, storage or transport of the Materials, however that loss or liability may arise. For the avoidance of doubt, the fact that AIMS has reviewed a description of the Recipient's research does not constitute any advice by AIMS, or any endorsement of such research.

8.3 The Recipient indemnifies AIMS and its officers, staff, contractors, representatives and agents against all loss, liability, damage (whether to persons or property), costs and expenses (including without limitation legal expenses), claims, demands, suits and other actions arising out of the Recipient's acceptance, use and disposal of the Materials and/or Derivatives and publication or disclosure of the Results arising from the use of the Materials and/or Derivatives.

9. EXPLOITATION OF THE MATERIALS

9.1 Nothing in this Agreement prevents AIMS from exploiting the Materials or any derivatives or distributing, or licensing the Materials or any derivatives to any third party, including both profit and non-profit organisations.

10. TERMINATION & ASSIGNMENT

10.1 The Recipient may terminate this Agreement at any time by giving 14 days written notice to AIMS

10.2 In addition to its rights at common law , AIMS may immediately terminate this Agreement by notice in writing given to the Recipient if the Recipient :

(a) enters into liquidation or has receiver or manager appointed or enters into a scheme of arrangement with any of its creditors;

(b) breaches this agreement which is not in the reasonable opinion of AIMS capable of rectification;

(c) breaches this Agreement and does not rectify it to the satisfaction of AIMS within 14 days after receiving notice from AIMS requiring it to do so;

(d) engages in dishonest or fraudulent conduct; or

(e)fails to perform its obligations under this Agreement for more than 60 days due to an event beyond its control that AIMS did not cause.

10.3 The Recipient must either return the Materials and/or the Derivatives to AIMS or destroy the Materials and Derivatives (to be determined at AIMS' discretion) at the Recipient's cost upon the earlier of:

(a) demand by AIMS;

(b) termination or expiration of this Agreement; and

(c) once the Materials and/or Derivatives are no longer required for the Approved Purpose.

10.4 The Recipient's rights under this Agreement are not assignable.

11. DISPUTE RESOLUTION

11.1 If a dispute arises out of or related to this Agreement no party may commence court or arbitration proceedings (other than proceedings for urgent interlocutory relief) unless it has first complied with this clause.

11.2 A party to this Agreement claiming that a dispute has arisen under or in relation to this Agreement must give written notice to the other party specifying the nature of the dispute. On receipt of that notice by the other party the parties' representatives must endeavour in good faith to resolve the dispute expeditiously and failing agreement within 7 days must use informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed to by them.

11.3 If the parties do not agree within 7 days of receipt of the notice referred to in this clause as to the dispute resolution technique and procedures to be adopted, the time table for all steps in those procedures, and the selection of compensation of the independent person required for such a technique, then the parties must mediate the dispute as to which the President of the Law Society of Queensland or his nominee will select the mediator and determine the mediator's remuneration. The mediator will determine the procedure for mediation which so far as is reasonably capable of application shall be based on the Rules of Arbitration of the International Chamber of Commerce.

12. GENERAL

12.1 Any notice under this Agreement may be served by hand delivery or by being forwarded by prepaid post to the address of the party or to such other address as may be notified in writing by the party from time to time and in the case of service by post is deemed to have been received within four days after posting. Notices may be served by facsimile transmission or e-mail and are valid if in fact received, as demonstrated by a valid transmission report or notification of delivery to the recipient's computer.

12.2 This Agreement contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

12.3 This Agreement may be varied only by written agreement signed by both parties.

12.4 No waiver by AIMS of any provision of or right, remedy or power of AIMS, and no amendment to this Agreement, will be effective unless it is in writing signed by AIMS and any such waiver will be effective only in the specific instance and for the specific purpose for which it is given.

12.5 No failure or delay by AIMS to exercise any right, remedy or power under this agreement or to insist on strict compliance by the Recipient with any obligation under this Agreement, and no custom or practice of the parties at variance with the terms of this Agreement, will constitute a waiver of the right of AIMS to demand full compliance with this Agreement.

12.6 If any provision of this Agreement is unenforceable or invalid for any reason, the relevant provision will be deemed to be modified to the extent necessary to remedy such unenforceability or invalidity or, if this is not possible, then such provision will be severed from this agreement, without affecting the enforceability or validity of any other provision of this Agreement.

12.7 This Agreement is governed by the laws of Queensland and Australia without regard to conflicts of laws principles, and the parties submit to the non-exclusive jurisdiction of the courts of Queensland and Australia.

12.8 Each signatory to this Agreement warrants that he or she has authority to bind to this Agreement the party that he or she is stated to represent.

GEF プロジェクト研究、育種、訓練、保全目的標準素材移転契約

Model of Material Transfer Agreement (MTA) for research, breeding, training and conservation purposes

MATERIAL TRANSFER AGREEMENT

1. This Material Transfer Agreement is made between:

(Name, position, institution, country)
…… .....
.... (hereafter referred to as 'the provider') and (Name, position, institution, country)
…… .....
.... (hereafter referred to as 'the recipient')

2. Obligations of the provider

a. The provider agrees to transfer to the recipient the following biological material .....
....
.... (hereafter referred to as 'the material'):

b. The provider agrees to transfer available information related to the material, such as passport data and agronomic and evaluation data.

c. The provider makes no warranties as to the identity, safety, quality, viability or purity of the material being furnished, nor as to the accuracy or correctness of any passport and other data provided with the material.

3. Obligations of the recipient

a. The recipient can use the germplasm for research, breeding, training and conservation purpose, without any commercial objective.

b. In the case that the recipient aims to use the germplasm for commercial purposes, the recipient commits to refer to the provider and negotiate a new material transfer agreement.

c. The recipient agrees not to claim ownership over the material, not to seek any intellectual property rights over the material and/or its genetic components. The recipient also agrees not to seek intellectual property rights over related information received.

d. The recipient agrees to share with the provider information collected during the utilization of the material, including information about the performance of the material, breeding methods applied for the improvement of the material, and agronomic techniques tested with the material.

e. The recipient agrees to acknowledge the source of the material if used in research publications.

f. The recipient may distribute the material and related information to third parties, provided that such parties accept the same obligations that this agreement imposes on the recipient.

g. The recipient will inform the provider about transfers of the material to third parties.

h. The recipient assumes full responsibility for complying with the recipient nation's quarantine and biosafety regulations and rules as to import or release of biological material.

Place,

date and

signatures ....

国際機関・学会組織等の標準素材移転契約

食料・農業植物遺伝資源条約標準素材移転契約（sMTA）

標準材料移転契約（仮訳）[1]

（今後、条文の精査により、和訳は修正されることがある。）

英 文	日 本 文
STANDARD MATERIAL TRANSFER AGREEMENT **PREAMBLE** WHEREAS The International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as "the **Treaty**") （Note） was adopted by the Thirty-first session of the FAO Conference on 3 November 2001 and entered into force on 29 June 2004; The objectives of the **Treaty** are the conservation and sustainable use of **Plant Genetic Resources for Food and Agriculture** and the fair and equitable sharing of the benefits arising out of their use, in harmony with the Convention on Biological Diversity, for sustainable agriculture and food security; The Contracting Parties to the **Treaty**, in the exercise of their sovereign rights	**標準材料移転契約** **前文** 説明条項 食料農業植物遺伝資源国際条約（以下「条約」という）（脚注）は2001年11月3日に開催された第31回FAO総会で採択され、2004年6月29日に発効した。 条約は、持続可能な農業と食料安全保障のため、生物多様性条約と調和し、食料及び農業に係わる植物遺伝資源の保全と持続可能な利用及びそれらの利用から生じる利益の公正かつ衡平な分配を目的とする。 条約の締約国は、主権的権利の行使にあたって、補完及び相互補強の考え方に基づき、食料農業植物遺伝資源の円滑な取得の機会及び係る資源の利用から生じる利益の公正かつ衡平な方法による配分の双方を行うための多国間システム

[1]農業生物資源ジーンバンク公開版（www.gene.affrc.go.jp/pdf/misc/situation-ITPGR_SMTA.pdf）

over their **Plant Genetic Resources for Food and Agriculture**, have established a Multilateral System both to facilitate access to **Plant Genetic Resources for Food and Agriculture** and to share, in a fair and equitable way, the benefits arising from the utilization of these resources, on a complementary and mutually reinforcing basis; Articles 4, 11, 12.4 and 12.5 of the **Treaty** are borne in mind; The diversity of the legal systems of the Contracting Parties with respect to their national procedural rules governing access to courts and to arbitration, and the obligations arising from international and regional conventions applicable to these procedural rules, are recognized; Article 12.4 of the **Treaty** provides that facilitated access under the **Multilateral System** shall be provided pursuant to a Standard Material Transfer Agreement, and the **Governing Body** of the **Treaty**, in its Resolution 1/2006 of 16 June 2006, adopted the Standard Material Transfer Agreement. ----------脚注---------- 1 *Note by the Secretariat*: as suggested by the Legal Working Group during the Contact Group for the Drafting of the	を設立した。 条約第4条、第11条、第12条4項及び第12条5項に留意する。 裁判や仲裁に訴える手続規則上の法制度に締約国間で違いがあることを認識するとともに、かかる手続規則に適用できる国際協定及び地域協定上の責任を認識する。 条約第12条４項は、多国間システムの下で標準材料移転契約に従って食料農業植物遺伝資源の円滑な取得の機会が提供されなければならないと規定しており、締約国理事会は2006年6月16日の決議1/2006をもって標準材料移転契約を採択した。 ----------脚注---------- 1 事務局ノート：標準材料移転契約起草コンタクトグループ会合で法律作業グループが指摘したように、定義された用語は明確化のために全体を通じて太字表記とした。 ----------

Standard Material Transfer Agreement, defined terms have, for clarity, been put in bold throughout. ----------	
1. PARTIES TO THE AGREEMENT 1.1 The present Material Transfer Agreement (hereinafter referred to as "**this Agreement**") is the Standard Material Transfer Agreement referred to in Article 12.4 of the **Treaty**. 1.2 **This Agreement** is BETWEEN: (*name and address of the provider or providing institution, name of authorized official, contact information for authorized official******) (hereinafter referred to as "**the Provider**"), AND: (*name and address of the recipient or recipient institution, name of authorized official, contact information for authorized official******) (hereinafter referred to as "**the Recipient**"). 1.3 The parties to this Agreement hereby agree as follows: ----------脚注---------- * *Insert as necessary. Not applicable for shrink-wrap and click-wrap Standard Material Transfer Agreements.* A "shrink-wrap" Standard Material Transfer Agreement is where a copy of the Standard Material Transfer Agreement is included in the packaging	1. 標準材料移転契約の当事者 1.1 この材料移転契約（以下「本契約」という）は 条約第12条4項にいう標準材料移転契約である。 1.2 本契約は甲と乙の間で取り交わされる。 甲:（提供者あるいは提供機関の名前と住所、権限のある者の名前と連絡先*）（以下「提供者」という） 乙:（受領者あるいは受領機関の名前と住所、権限のある者の名前と連絡先*）（以下「受領者」という） 1.3 本契約の当事者はこれをもって以下に同意する。 ----------脚注---------- * 必要なら挿入する。シュリンクラップ及びクリックラップ方式の標準材料移転契約には適用しない。 シュリンクラップ方式標準材料移転契約とは、標準材料移転契約の写しが契約材料のパッケージに入っており、受領者がその契約材料を受け取ったことにより標準材料移転契約の条件に合意したこととなる契約をいう。 クリックラップ方式標準材料移

of the **Material**, and the **Recipient's** acceptance of the **Material** constitutes acceptance of the terms and conditions of the Standard Material Transfer Agreement. A "click-wrap" Standard Material Transfer Agreement is where the agreement is concluded on the internet and the **Recipient** accepts the terms and conditions of the Standard Material Transfer Agreement by clicking on the appropriate icon on the website or in the electronic version of the Standard Material Transfer Agreement, as appropriate. ----------	転契約とは、インターネット上で合意が成立する契約であり、受領者はウェブサイト又は標準材料移転契約の電子文書中のそれぞれに見合ったしかるべきアイコンをクリックすることにより標準材料移転契約の条件に合意したことになる契約をいう。 ----------
2. DEFINITIONS In **this Agreement** the expressions set out below shall have the following meaning: "***Available without restriction***": a **Product** is considered to be available without restriction to others for further research and breeding when it is available for research and breeding without any legal or contractual obligations, or technological restrictions, that would preclude using it in the manner specified in the **Treaty**. "***Genetic material***" means any material of plant origin, including reproductive and vegetative propagating material, containing functional units of heredity.	**2. 定義** 下に本契約における語彙の定義を示す。 「制限なく利用できる」とは、成果物が、条約に定められている方式での使用を妨げるような法律上又は契約上の義務もしくは技術的な制限なく試験研究及び育種に利用できる場合、当該成果物は、他の者が更なる試験研究及び育種に制限なくで利用できると考えられる。 「遺伝材料」とは、生殖繁殖性及び栄養繁殖性の材料など、遺伝の機能的単位を持つ植物由来のすべての材料をいう。 「締約国理事会」とは、条約の締

” ***Governing Body***” means the **Governing Body** of the **Treaty**. “***Multilateral System***” means the **Multilateral System** established under Article 10.2 of the **Treaty**. “***Plant genetic resources for food and agriculture***” means any **genetic material** of plant origin of actual or potential value for food and agriculture. ***“Plant Genetic Resources for Food and Agriculture under Development”*** means material derived from the **Material**, and hence distinct from it, that is not yet ready for **commercialization** and which the developer intends to further develop or to transfer to another person or entity for further development. The period of development for the **Plant Genetic Resources for Food and Agriculture under Development** shall be deemed to have ceased when those resources are **commercialized** as a **Product**. “***Product***” means **Plant Genetic Resources for Food and Agriculture** that incorporate the **Material** or any of its genetic parts or components that are ready for **commercialization**, excluding commodities and other products used for food, feed and processing.	約国理事会をいう。 「多国間システム」とは、条約第10条2項の下で設立された多国間システムをいう。 「食料農業植物遺伝資源」とは、食料と農業に関して現実的又は潜在的な価値を有するすべての植物由来の遺伝材料をいう。 「開発中の食料農業植物遺伝資源」とは、契約材料由来の材料であり、このため契約材料と区別でき、まだ商業化の段階になく、かつ開発者が更に開発する意志があるか又は更に開発するために第三者又は機関に移転する意志がある材料をいう。開発中の食料農業植物遺伝資源の開発期間は、これらが成果物として商業化される時に終了したとみなされる。 「成果物」とは、契約材料又はその遺伝的部分又は構成要素を取り込んだ食料農業植物遺伝資源であり、商業化の段階にあるものをいう。ただし、商品並びに食料、飼料及び加工に使用されるその他の生産物を除く。 「売上高」とは、受領者、その系列会社、契約者、実施許諾を受けた者及び賃借人による成果物の商業化から生じる総収益をいう。

"***Sales***" means the gross income resulting from the **commercialization** of a **Product** or **Products**, by the **Recipient**, its affiliates, contractors, licensees and lessees. "***To commercialize***" means to sell a **Product** or **Products** for monetary consideration on the open market, and "**commercialization**" has a corresponding meaning. **Commercialization** shall not include any form of transfer of **Plant Genetic Resources for Food and Agriculture under Development**.	「商業化すること」とは、公開市場において金銭的利益を得る目的で成果物を販売することをいい、"商業化"はこれと同じ意味を持つ。開発中の食料農業植物遺伝資源の移転は、一切、商業化にはあたらない。
3. SUBJECT MATTER OF THE MATERIAL TRANSFER AGREEMENT The **Plant Genetic Resources for Food and Agriculture** specified in *Annex 1* to **this Agreement** (hereinafter referred to as the "**Material**") and the available related information referred to in Article 5b and in *Appendix 1* are hereby transferred from the **Provider** to the **Recipient** subject to the terms and conditions set out in **this Agreement**.	**3. 材料移転契約の対象材料** 本契約の付属表 1 に定めた食料農業植物遺伝資源（以下、「契約材料」という）及び第 5 条 b と付属表 1 に記されている利用可能な関連情報は、本契約に規定する条件に従って、提供者から受領者へ移転される。
4. GENERAL PROVISIONS 4.1 **This Agreement** is entered into within the framework of the **Multilateral System** and shall be implemented and interpreted in accordance with the objectives and provisions of the **Treaty**.	**4. 一般規定** 4.1 本契約は多国間システムの枠内で締結されるものであり、条約の目的と規定に則って履行及び解釈されなければならない。 4.2 契約当事者は、条約の締約国が

4.2 The parties recognize that they are subject to the applicable legal measures and procedures, that have been adopted by the Contracting Parties to the **Treaty**, in conformity with the **Treaty**, in particular those taken in conformity with Articles 4, 12.2 and 12.5 of the **Treaty**[2].	条約に従って採択した適用可能な法的手段及び手続き、特に条約第4条、第12条2項及び第12条5項に準拠して採択したものに従うことを認識する。[2]
4.3 The parties to **this Agreement** agree that (*the entity designated by the **Governing Body***[3]), acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**, is the third party beneficiary under **this Agreement**.	4.3 契約当事者は、条約の理事会及び多国間システムのために行動する（締約国理事会が指定する法人組織[3]）が本契約の第三者受益者であることに同意する。
4.4 The third party beneficiary has the right to request the appropriate information as required in Articles 5e, 6.5c, 8.3 and *Annex, 2 paragraph 3,* to **this Agreement**.	4.4 第三者受益者は本契約第5条e、第6条5項c、第8条3項及び付属表2パラ3において要求されるしかるべき情報を請求する権利がある。
4.5 The rights granted to the (*the entity designated by the **Governing Body***) above do not prevent the **Provider** and the **Recipient** from exercising their rights under **this Agreement**.	4.5（締約国理事会が指定する法人組織）に与えられる上述の権利は、本契約における提供者及び受領者の権利行使を妨げるものではない。
----------脚注---------- 2 In the case of the International Agricultural Research Centres of the Consultative Group on International Agricultural Research (CGIAR) and other international institutions, the	----------脚注---------- 2 国際農業研究協議グループ（CGIAR）の国際農業研究センター（IARCs）及びその他の国際研究機関の場合、締約国理事会とそれらの機関での合意事項が適用されることになる。 3 事務局ノート：決議2/2006により、締約国理事会はFAOに対し、次回会合において締約国理事会により設定されることとなる手続き

Agreement between the Governing Body and the CGIAR Centres and other relevant institutions will be applicable. 3 *Note by the Secretariat:* by Resolution 2/2006, the Governing Body "invite[d] the Food and Agriculture Organization of the United Nations, as the Third Party Beneficiary, to carry out the roles and responsibilities as identified and prescribed in the Standard Material Transfer Agreement, under the direction of the Governing Body, in accordance with the procedures to be established by the Governing Body at its next session". Upon acceptance by the FAO of this invitation, the term, "the entity designated by the Governing Body", will be replaced throughout the document by the term, "the Food and Agriculture Organization of the United Nations". ----------	に従い、締約国理事会の指導の下、第三者受益者として、標準材料移転契約において特定されかつ記載されている役割と責任を果たすよう求めている。この要請をFAOが受け入れた場合には、「締約国理事会により指定された法人組織」との表現部分は本文書全体を通じて「FAO」に置き換えられることとなる。 ----------
5. RIGHTS AND OBLIGATIONS OF THE PROVIDER The **Provider** undertakes that the **Material** is transferred in accordance with the following provisions of the **Treaty**: a) Access shall be accorded expeditiously, without the need to track individual accessions and free of charge, or, when a fee is charged, it shall not exceed the minimal cost involved; b) All available passport data and, subject to applicable law, any other associated available non-confidential	**5. 提供者の権利と義務** 提供者は、契約材料が条約の次の規定に従って移転されることに同意する。 a) 取得の機会は、個々の遺伝資源の入手経路を追跡することなく、無償又は有償で、迅速に与えられるものとする。ただし、有償の場合には、料金に関係する最低経費を上回らないものとする。 b) すべての入手可能な出入国情報及び、適用可能な法令に従って、その他の関係する入手可能な秘密ではない記述的情報は、提供され

descriptive information, shall be made available with the **Plant Genetic Resources for Food and Agriculture** provided; c) Access to **Plant Genetic Resources for Food and Agriculture** under development, including material being developed by farmers, shall be at the discretion of its developer, during the period of its development; d) Access to **Plant Genetic Resources for Food and Agriculture** protected by intellectual and other property rights shall be consistent with relevant international agreements, and with relevant national laws; e) The **Provider** shall periodically inform the **Governing Body** about the Material Transfer Agreements entered into, according to a schedule to be established by the **Governing Body**. This information shall be made available by the **Governing Body** to the third party beneficiary[4]. ----------脚注---------- 4 *Note by the Secretraiat:* The Standard Material Transfer Agreement makes provision for information to be provided to the **Governing Body**, in the following Articles: 5e, 6.4b, 6.5c and 6.11h, as well as in *Annex 2*, paragraph 3, *Annex 3*, paragraph 4, and in *Annex 4*.	る食料農業植物遺伝資源とともに入手できるものとする。 c) 開発中の食料農業植物遺伝資源（農民によって開発されて開発者の裁量に従うものとする。 d) 知的財産権及びその他の財産権によって保護されている食料農業植物遺伝資源の取得の機会は、関係する国際協定及び国内法令に矛盾しないものとする。 e) 提供者は、締約国理事会が設定するスケジュールに従い、締結した契約について定期的に締約国理事会に通知しなければならない。この情報は締約国理事会により第三者受益者に提供されなければならない。[4] ----------脚注---------- 4 事務局ノート：標準材料移転契約には、締約国理事会に提供する情報に関する事項が第5条e、第6条4項ｂ、第6条5項c、付属書2のパラ3、付属書3のパラ4及び付属書4に規定されている。これらの情報は以下に提出する。 事務局 食料農業植物遺伝資源条約 FAO イタリア国ローマI-00100 ----------

Such information should be submitted to: The Secretary International Treaty on Plant Genetic Resources for Food and Agriculture Food and Agriculture Organization of the United Nations I-00100 Rome, Italy ----------	
6. RIGHTS AND OBLIGATIONS OF THE RECIPIENT 6.1 The **Recipient** undertakes that the **Material** shall be used or conserved only for the purposes of research, breeding and training for food and agriculture. Such purposes shall not include chemical, pharmaceutical and/or other non-food/feed industrial uses. 6.2 The **Recipient** shall not claim any intellectual property or other rights that limit the facilitated access to the **Material** provided under **this Agreement**, or their genetic parts or components, in the form received from the **Multilateral System**. 6.3 In the case that the **Recipient** conserves the **Material** supplied, the **Recipient** shall make the **Material**, and the related information referred to in Article 5b, available to the **Multilateral System** using the Standard Material Transfer Agreement. 6.4 In the case that the **Recipient** transfers the **Material** supplied under	**6. 受領者の権利と義務** 6.1 受領者は、契約材料を食料及び農業のための研究、育種及び研修の目的にだけ利用し又は保存することに同意する。かかる目的には、化学的利用、医薬的利用並びにその他の非食料及び非飼料に関する産業上の利用は含まない。 6.2 受領者は、受領した時の契約材料の形態をもって、（他者による）当該契約材料、又はその遺伝的部分若しくは構成要素の円滑な取得を制限するいかなる知的財産権若しくはその他の権利を主張しないものとする。 6.3 受領者は、提供された契約材料を保存する場合、当該材料と第5条b項に記されている関連情報を、標準材料移転契約を用いて多国間システムに提供しなければならない。 6.4 受領者が本契約に基づいて提供された契約材料を他の者又は機関（以下「その後の受領者」という）に配布する場合、受領者は

this Agreement to another person or entity (hereinafter referred to as "the **subsequent recipient**"), the **Recipient** shall a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement; and b) notify the **Governing Body**, in accordance with Article 5e. On compliance with the above, the **Recipient** shall have no further obligations regarding the actions of the **subsequent recipient**.	a) 標準材料移転契約の条件で新たな材料移転契約を整えて配布し、 b) 第5条e項に従って締約国理事会に通知しなければならない。 以上を遵守すれば、受領者はその後の受領者の行為に関してそれ以上の責任を負わない。
6.5 In the case that the **Recipient** transfers a **Plant Genetic Resource for Food and Agriculture under Development** to another person or entity, the **Recipient** shall: a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement, provided that Article 5a of the Standard Material Transfer Agreement shall not apply; b) identify, in *Annex 1* to the new material transfer agreement, the **Material** received from the **Multilateral System**, and specify that the **Plant Genetic Resources for Food and Agriculture under Development** being transferred are derived from the **Material**; c) notify the **Governing Body**, in accordance with Article 5e; and	6.5 受領者が開発中の食料農業植物遺伝資源を他者又は他機関に移転する場合、受領者は、 a) 本契約第5条aを適用しない場合でも、この標準材料移転契約の条件で新たな材料移転契約を整えて移転する； b) 新たな材料移転契約の付属書1において、多国間システムから受領した契約材料を特定し、移転される開発中の食料農業植物遺伝資源は契約材料に由来することを明記する； c) 第5条eに従って締約国理事会に通知する； d) その後の受領者の行為に関してそれ以上の責任を負わない。
	6.6 第6条5項の契約締結は、しかるべき場合には金銭支払いを含め、更なる成果物開発に関する追加条件を付す契約当事者の権利を侵害するものであってはならない。
	6.7 受領者が、食料農業植物遺伝資源であり本契約の第3条に規定さ

d) have no further obligations regarding the actions of any **subsequent recipient**. 6.6 Entering into a material transfer agreement under paragraph 6.5 shall be without prejudice to the right of the parties to attach additional conditions, relating to further product development, including, as appropriate, the payment of monetary consideration. 6.7 In the case that the **Recipient commercializes** a **Product** that is a **Plant Genetic Resources for Food and Agriculture** and that incorporates **Material** as referred to in Article 3 of **this Agreement**, and where such **Product** is not **available without restriction** to others for further research and breeding, the **Recipient** shall pay a fixed percentage of the **Sales** of the **commercialized Product** into the mechanism established by the **Governing Body** for this purpose, in accordance with *Appendix 2* to **this Agreement**. 6.8 In the case that the **Recipient commercializes** a **Product** that is a **Plant Genetic Resources for Food and Agriculture** and that incorporates **Material** as referred to in Article 3 of **this Agreement** and where that **Product** is **available without restriction** to others for further	れている契約材料を組み込んだ成果物を商業化する場合で、かつ、その成果物が更なる研究と育種のために他者が制限なく利用できない場合には、受領者は、本契約の付属書2に従って、商業化した成果物の売上高の一定割合を、締約国理事会がこの目的のために設立した機構へ支払わねばならない。 6.8 受領者が、食料農業植物遺伝資源であり本契約の第3条に規定されている契約材料を組み込んだ成果物を商業化する場合で、かつ、その成果物が更なる研究と育種のために他者が制限なく利用できる場合には、受領者は、本契約の付属書2に従って、締約国理事会がこの目的のために設立した機構へ任意の支払をすることが奨励される。 6.9 受領者は、条約第17条に規定されている情報システムを通じ、契約材料を使用して実施した研究及び開発により生じたすべての非機密情報を多国間システムに提供しなければならない。また、受領者はかかる研究及び開発から生じる条約第13条2項に明確に規定されている非金銭的利益の配分をするよう奨励される。契約材料を組み込んだ成果物の知的財産権の保護期間の満了又は放棄の後は、受領者はその成果物のサンプルを、研究及び育種の目的で、多国間シ

research and breeding, the **Recipient** is encouraged to make voluntary payments into the mechanism established by the **Governing Body** for this purpose in accordance with *Appendix 2* to **this Agreement**. 6.9 The **Recipient** shall make available to the **Multilateral System**, through the information system provided for in Article 17 of the **Treaty**, all non-confidential information that results from research and development carried out on the **Material**, and is encouraged to share through the **Multilateral System** non-monetary benefits expressly identified in Article 13.2 of the **Treaty** that result from such research and development. After the expiry or abandonment of the protection period of an intellectual property right on a **Product** that incorporates the **Material**, the **Recipient** is encouraged to place a sample of this **Product** into a collection that is part of the **Multilateral System**, for research and breeding. 6.10 A **Recipient** who obtains intellectual property rights on any **Products** developed from the **Material** or its components, obtained from the **Multilateral System**, and assigns such intellectual property rights to a third party, shall transfer the benefit-sharing obligations of **this**	ステムの一部であるコレクションに提供するよう奨励される。 6.10 受領者が多国間システムから取得した契約材料又はその構成要素から開発した成果物に知的財産権を取得し、当該知的財産権を第三者に譲渡する場合には、本契約の利益配分義務を当該第三者へ転嫁しなければならない。 6.11 受領者は、第6条7項に基づく支払いに代わる方法として、付属書4により以下の支払い方法を選択できる。 a) 受領者はこの方法の有効期間中は、割引いた率で支払わねばならない。 b) この方法の有効期間は10年間であり、本契約の付属書3に従って更新可能である。 c) 支払いは、成果物の売上高及び本契約の付属書１に記載する契約材料（条約の付属書１に記載）と同じ作物に属する食料農業植物遺伝資源である他のすべての生産物の売上高を基礎とする。 d) 支払いをすべきか否かは、成果物が制限なく利用できるかどうかに依らない。 e) この方法に適用できる支払い率及びその他の条件は、割引いた率を含め、本契約の付属書3に定める。 f) 受領者は、同じ作物に関して締結した以前又は以後の標準材料

Agreement to that third party. 6.11 The **Recipient** may opt as per *Annex 4*, as an alternative to payments under Article 6.7, for the following system of payments: a) The **Recipient** shall make payments at a discounted rate during the period of validity of the option; b) The period of validity of the option shall be ten years renewable in accordance with *Annex 3* to **this Agreement**; c) The payments shall be based on the **Sales** of any **Products** and of the sales of any other products that are **Plant Genetic Resources for Food and Agriculture** belonging to the same crop, as set out in Annex 1 to the **Treaty**, to which the **Material** referred to in *Annex 1* to **this Agreement** belongs; d) The payments to be made are independent of whether or not the **Product** is **available without restriction**; e) The rates of payment and other terms and conditions applicable to this option, including the discounted rates are set out in *Annex 3* to **this Agreement**; f) The **Recipient** shall be relieved of any obligation to make payments under Article 6.7 of **this Agreement** or any previous or subsequent Standard Material Transfer Agreements entered into in respect of the same crop;	移転契約並びに本契約第6条7項に基づくすべての支払い義務を免除される。 g) この方法の有効期間終了後においては、受領者は本条項が有効であった期間中に受領した契約材料を組み込んだすべての成果物に対して、当該成果物が制限なく利用できない場合には、支払わなければならない。これらの支払額は、本項(a)と同じ割合により計算する。 h) 受領者は締約国理事会にこの支払い方法を選択したことを通知する。通知されない場合は、第 6 条 7 項にあるもう一つの支払い方法を適用する。

g) After the end of the period of validity of this option the **Recipient** shall make payments on any **Products** that incorporate **Material** received during the period in which this Article was in force, and where such **Products** are not **available without restriction**. These payments will be calculated at the same rate as in paragraph (a) above; h) The **Recipient** shall notify the **Governing Body** that he has opted for this modality of payment. If no notification is provided the alternative modality of payment specified in Article 6.7 will apply.	
7. APPLICABLE LAW The applicable law shall be General Principles of Law, including the UNIDROIT Principles of International Commercial Contracts 2004, the objectives and the relevant provisions of the **Treaty**, and, when necessary for interpretation, the decisions of the **Governing Body**.	**7.適用法令** 適用法令は、国際商業規約 2004 の UNIDROIT 原則を含む法の一般原則、条約の目的とその関係条文、及び解釈に必要な場合は、締約国理事会の決定とする。
8. DISPUTE RESOLUTION/SETTLEMENT [5] 8.1 Dispute settlement may be initiated by the **Provider** or the **Recipient** or the (***the entity designated by the*** *Governing Body*), acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**. 8.2 The parties to **this Agreement** agree that the (*the entity designated by*	**8. 紛争解決** 8.1 紛争解決は、提供者、受領者又は条約の締約国理事会と多国間システムのために行動する（締約国理事会が指定する法人組織）により開始できる。 8.2 契約当事者は、締約国理事会及び多国間システムを代表する（締約国理事会が指定する法人組織）が、第三者受益者として、提供者

*the **Governing Body***), representing the **Governing Body** and the **Multilateral System**, has the right, as a third party beneficiary, to initiate dispute settlement procedures regarding rights and obligations of the **Provider** and the **Recipient** under **this Agreement**. 8.3 The third party beneficiary has the right to request that the appropriate information, including samples as necessary, be made available by the **Provider** and the **Recipient**, regarding their obligations in the context of **this Agreement**. Any information or samples so requested shall be provided by the **Provider** and the **Recipient**, as the case may be. 8.4 Any dispute arising from **this Agreement** shall be resolved in the following manner: a) Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute by negotiation. b) Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation through a neutral third party mediator, to be mutually agreed. c) Arbitration: If the dispute has not been settled by negotiation or mediation, any party may submit the dispute for arbitration under the Arbitration Rules of an international body as agreed by the parties to the dispute. Failing such	と受領者の権利と義務に係る紛争解決の手続きを開始する権利を持つことに合意する。 8.3 第三者受益者は、提供者と受領者に対し、両者の契約上の義務に係る必要な情報とサンプルを提供するよう請求する権利を有する。提供者と受領者は、状況に合わせて、請求された情報やサンプルを提供しなければならない。 8.4 本契約から生じる紛争は、以下の方法により解決しなければならない。 a) 平和的紛争解決：当事者は話し合いにより紛争を解決するよう誠実に努めなければならない。 b) 調停：紛争が話し合いによって解決しない場合、当事者は相互に合意する中立的な第三者による調停を選択できる。 c) 仲裁：紛争が話し合い又は調停によって解決しない場合、いずれの当事者も合意した国際機関の仲裁ルールによって当該紛争を仲裁に付すことができる。合意に至らない場合は、紛争は最終的に国際商業会議所（ICC）の仲裁ルールに基づき、選任された1名以上の仲裁人により解決しなければならない。各当事者は、この方法を選択する場合、締約国理事会が準備した専門家リストからこの仲裁人を指名できる。また、両当事者又は指名された仲裁人は、適宜、その

agreement, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. Either party to the dispute may, if it so chooses, appoint its arbitrator from such list of experts as the Governing Body may establish for this purpose; both parties, or the arbitrators appointed by them, may agree to appoint a sole arbitrator, or presiding arbitrator as the case may be, from such list of experts. The result of such arbitration shall be binding.	専門家リストから単独仲裁人又は首席仲裁人を指名できる。この仲裁の結果は拘束力を有する。
9. ADDITIONAL ITEMS **Warranty** 9.1 The **Provider** makes no warranties as to the safety of or title to the **Material**, nor as to the accuracy or correctness of any passport or other data provided with the **Material**. Neither does it make any warranties as to the quality, viability, or purity (genetic or mechanical) of the **Material** being furnished. The phytosanitary condition of the **Material** is warranted only as described in any attached phytosanitary certificate. The **Recipient** assumes full responsibility for complying with the recipient nation's quarantine and biosafety regulations and rules as to import or release of **genetic material**. **Duration of Agreement** 9.2 **This Agreement** shall remain in force so long as the **Treaty** remains in	**9. 追加事項** **保証** 9.1 提供者は、契約材料の安全性又は名称について保証しない。また、契約材料と共に提供されるすべての出入国情報若しくはその他のデータの正確性又は精度についても保証しない。また、契約材料の品質、生存率、純度（遺伝的又は機能形態的）についても保証しない。契約材料の植物衛生状態については、添付された植物衛生証明書に記載される範囲でのみ保証する。受領者は、遺伝材料の輸入又は放出に関する受領者国内の検疫及びバイオセーフティ規則を遵守するすべての責任を負う。 **契約期間** 9.2 本契約は、条約が効力を有する限り有効に存続する。

force.	
10. SIGNATURE / ACCEPTANCE The **Provider** and the **Recipient** may choose the method of acceptance unless either party requires **this Agreement** to be signed. **Option 1 –Signature*** I, (*Full Name of Authorized Official*), represent and warrant that I have the authority to execute **this Agreement** on behalf of the **Provider** and acknowledge my institution's responsibility and obligation to abide by the provisions of **this Agreement**, both by letter and in principle, in order to promote the conservation and sustainable use of **Plant Genetic Resources for Food and Agriculture**. Signature..... Date..... Name of the **Provider** ..... I, (*Full Name of Authorized Official*), represent and warrant that I have the authority to execute **this Agreement** on behalf of the **Recipient** and acknowledge my institution's responsibility and obligation to abide by the provisions of **this Agreement**, both by letter and in principle, in order to promote the conservation and sustainable use of **Plant Genetic Resources for Food and**	**10. 署名／承諾** 提供者及び受領者は、いずれか一方が本契約への署名を求める場合を除き、承認の方法を選択できる。 オプション1－署名 私（権限を持つ者の氏名）は、提供者を代表して本契約を実施する権限を有することをここに表明し、保証すると共に、食物農業植物遺伝資源の保全と持続可能な利用を促進するため、条文の通りにかつ原則において、本契約の条項を忠実に遵守する責任と義務が私の機関にあることを承認する。 署名 _____ 日付 _____ 提供者の名前_____ 私（権限を持つ者の氏名）は、受領者を代表して本契約を実施する権限を有することをここに表明し、保証すると共に、食料農業植物遺伝資源の保全と持続可能な利用を促進するため、条文の通りにかつ原則において、本契約の条項を忠実に遵守する責任と義務が私の機関にあることに同意する。 署名 _____ 日付 _____ 受領者の名前_____ オプション2－シュリンクラッ

Agriculture. Signature..... Date..... Name of the **Recipient**…… **Option 2 – Shrink-wrap Standard Material Transfer Agreements*** The **Material** is provided conditional on acceptance of the terms of **this Agreement**. The provision of the **Material** by the **Provider** and the **Recipient's** acceptance and use of the **Material** constitutes acceptance of the terms of **this Agreement**. **Option 3 – Click-wrap Standard Material Transfer Agreement*** □ I hereby agree to the above conditions. ----------脚注---------- * Where the **Provider** chooses signature, only the wording in Option 1 will appear in the Standard Material Transfer Agreement. Similarly where the **Provider** chooses either shrink-wrap or click-wrap, only the wording in Option 2 or Option 3, as appropriate, will appear in the Standard Material Transfer Agreement. Where the "click-wrap" form is chosen, the **Material** should also be accompanied by a written copy of the Standard Material Transfer Agreement. ----------	**プ標準材料移転契約*** 契約材料は本契約の内容を承諾することを条件に提供される。提供者が契約材料を提供すると共に、受領者が契約材料を受領し使用することにより、本契約の内容が承諾されたとみなす。 **オプション3－クリックラップ標準材料移転契約*** □ 私はここに上記条件に合意する。 ----------脚注---------- * 提供者が署名を選んだ場合、オプション1の表現のみ標準材料移転契約に表記される。同様に提供者がシュリンクラップ又はクリックラップを選択した場合、適宜オプション2又はオプション3の表現のみが標準材料移転契約に表記される。クリックラップ方式が選択された場合、契約材料は標準材料移転契約の書面の写しと一緒に配布される。 ----------
Annex 1	**付属書1**

LIST OF MATERIALS PROVIDED This Appendix contains a list of the **Material** provided under **this Agreement**, including the associated information referred to in Article 5b. This information is either provided below or can be obtained at the following website: (*URL*). The following information is included for each Material listed: all available passport data and, subject to applicable law, any other associated, available, non-confidential descriptive information. (*List*)	提供材料リスト 本付属書には、第5条bに規定する関連情報を含め、本契約の下で提供される契約材料のリストが掲載される。 この情報は以下に提供されるか、又は次のウェブサイトから入手できる：(URL)。 次の情報がリストアップされた契約材料ごとに提供される：すべての利用可能な出入国情報、適用法令の対象及びその他関係する利用可能な非機密の記述的情報 （リスト）
Annex 2 RATE AND MODALITIES OF PAYMENT UNDER ARTICLE 6.7 OF THIS AGREEMENT 1. If a **Recipient**, its affiliates, contractors, licensees, and lessees, **commercializes** a **Product** or **Products**, then the **Recipient** shall pay one point-one percent (1.1 %) of the **Sales** of the **Product** or **Products** less thirty percent (30%); except that no payment shall be due on any **Product** or **Products** that: (a) are **available without restriction** to others for further research and breeding in accordance with Article 2 of **this Agreement**; (b) have been purchased or otherwise obtained from another person or entity who either has already made payment on	付属書2 本契約第6条7項に基づく支払いの割合と方式 1. 受領者、その系列会社、契約者、実施許諾を受けた者及び賃借人が成果物を商業化した場合は、その受領者は当該成果物の売上高から30%を差し引いた額の1.1 %を支払わねばならない。但し、以下については支払いの義務はない。 (a) 本契約第2条に従い、更なる試験研究と育種のために他の者が制限なく利用できる成果物 (b) 既に成果物について支払いを行ったか、若しくは上記(a)により支払い義務が免除されている第三者若しくは機関から購入又は他の方法により取得した当該成果物 (c) 収穫物として販売又は取引さ

the **Product** or **Products** or is exempt from the obligation to make payment pursuant to subparagraph (a) above; (c) are sold or traded as a commodity. 2. Where a **Product** contains a **Plant Genetic Resource for Food and Agriculture** accessed from the **Multilateral System** under two or more material transfer agreements based on the Standard Material Transfer Agreement only one payment shall be required under paragraph 1 above. 3. The Recipient shall submit to the **Governing Body**, within sixty (60) days after each calendar year ending December 31st, an annual report setting forth: (a) the **Sales** of the **Product** or **Products** by the **Recipient**, its affiliates, contractors, licensees and lessees, for the twelve (12) month period ending on December 31st; (b) the amount of the payment due; and (c) information that allows for the identification of any restrictions that have given rise to the benefit-sharing payment. 4. Payment shall be due and payable upon submission of each annual report. All payments due to the **Governing Body** shall be payable in (*specified currency*)[5] for the account of (*the Trust Account or other mechanism established*	れている成果物 2. 成果物が、標準材料移転契約に基づく2つ以上の契約の下で多国間システムから取得した食料農業植物遺伝資源を取り込んでいる場合、支払いは上記パラ1に従い一度だけ求められる。 3. 受領者は、以下を記載した年次報告書を12月31日終の各暦年後60日以内に締約国理事会へ届けなければならない。 (a) 受領者、その系列会社、契約者、実施許諾を受けた者及び賃借人による1月1日～12月31日までの成果物の売上高 (b) 支払うべき金額 (c) 利益配分支払いを生じさせたすべての制限を特定するために必要な情報 4. 支払いは各年次報告書を提出した後に行わなければならない。締約国理事会への支払いは、（指定された通貨）[5]で（条約第19条3項fに従って締約国理事会により設立される信託基金勘定又は他の機構）[6]の口座へ支払わなければならない。 ----------脚注---------- 5 事務局ノート：締約国理事会は支払い通貨の問題を未だ検討して

*by the **Governing Body** in accordance with Article 19.3f of the **Treaty***). [6] ----------脚注---------- 5 *Note by the Secretariat:* The Governing Body has not yet considered the question of currency of payment. Until it does so, Standard Material Transfer Agreements should specify United States dollars (US$). 6 *Note by the Secretariat:* This is the Trust Account provided for in Article 6.3 of the Financial Rules, as approved by the Governing Body (*Appendix E* to this Report). The details of the Trust Account when established, will be introduced here, and communicated to Contract Parties. ----------	いない。検討されるまでは、米国ドルとすべきである。 6 事務局ノート：これは、締約国理事会が承認した財務規則の第6条3項に規定する信託基金勘定である（第1回締約国理事会報告の付属書E)。この信託基金勘定の詳細は、設立され次第、追って本契約に盛り込まれ、締約国に通知される予定。 ----------
Annex 3 **TERMS AND CONDITIONS OF THE ALTERNATIVE PAYMENTS SCHEME UNDER ARTICLE 6.11 OF THIS AGREEMENT** 1. The discounted rate for payments made under Article 6.11 shall be zero point five percent (0.5 %) of the **Sales** of any **Products** and of the sales of any other products that are **Plant Genetic Resources for Food and Agriculture** belonging to the same crop, as set out in Annex 1 to the **Treaty**, to which the **Material** referred to in *Annex 1* to **this Agreement** belong. 2. Payment shall be made in accordance	付属書3 **本契約第6条11項に基づく選択的な支払い方式の条件** 1. 第6条11項に基づく支払いの割引率は、本契約の付属書1に記載する契約材料と同じ作物（条約の付属書1に記載）に属する食料農業植物遺伝資源の成果物及び他のすべての生産物の売上高の0.5%とする。 2. 支払いは本契約の付属書2のパラ4に記載する銀行振込に関する説明に従って履行しなければならない。

with the banking instructions set out in paragraph 4 of *Annex 2* to **this Agreement**. 3. When the **Recipient** transfers **Plant Genetic Resources for Food and Agriculture under Development**, the transfer shall be made on the condition that the **subsequent recipient** shall pay into the mechanism established by the **Governing Body** under Article 19.3f of the **Treaty** zero point five percent (0.5 %) of the **Sales** of any **Product** derived from such **Plant Genetic Resources for Food and Agriculture under Development**, whether the **Product** is **available or not without restriction**. 4. At least six months before the expiry of a period of ten years counted from the date of signature of **this Agreement** and, thereafter, six months before the expiry of subsequent periods of five years, the **Recipient** may notify the **Governing Body** of his decision to opt out from the application of this Article as of the end of any of those periods. In the case the **Recipient** has entered into other Standard Material Transfer Agreements, the ten years period will commence on the date of signature of the first Standard Material Transfer Agreement where an option for this Article has been made.	3. 受領者が開発中の食料農業植物遺伝資源を移転する場合は、その後の受領者がその開発中の食料農業植物遺伝資源に由来するすべての成果物の売上高の0.5%を、その成果物が制限なく利用できるかどうかにかかわらず、条約第19条3項fに基づき締約国理事会が設立した機構に支払うことを条件に移転しなければならない。 4. 本契約に署名した日から起算して10年の期間が満了する少なくとも6ヶ月前、及び次の5年の期間が満了する6ヶ月前に、受領者は締約国理事会にこれら期間の終了後はこれ以上本条項の適用を受けない旨の意志決定を通知できる。受領者が他に標準材料移転契約を締結している場合は、10年の期間は本条項を選択した最初の標準材料移転契約の署名の日から起算する。 5. 受領者が同じ作物に属する材料に関して他に標準材料移転契約を締結している、又は将来締結する場合は、受領者は当該機構に本条項又は他の標準材料移転契約の同じ条項に従って決定された売上高の一定割合を支払えばよい。累積的に支払う必要はない。

5. Where the **Recipient** has entered or enters in the future into other Standard Material Transfer Agreements in relation to material belonging to the same crop[s], the **Recipient** shall only pay into the referred mechanism the percentage of sales as determined in accordance with this Article or the same Article of any other Standard Material Transfer Agreement. No cumulative payments will be required.	
Annex 4 **OPTION FOR CROP-BASED PAYMENTS UNDER THE ALTERNATIVE PAYMENTS SCHEME UNDER ARTICLE 6.11 OF THIS AGREEMENT** I (*full name of **Recipient** or **Recipient's** authorised official*) declare to opt for payment in accordance with Article 6.11 of **this Agreement**. Signature.....Date.....[7] ----------脚注---------- 7 In accordance with Article 6.11h of the Standard Material Transfer Agreement, the option for this modality of payment will become only once notification has been provided by the **Recipient** to the **Governing Body**. The signed declaration opting for this modality of payment must be sent by the **Recipient**	**付属書4** **本契約第6条11項に基づく選択的な支払い方式による作物ベースの支払いのオプション** 私（受領者又は受領者に権限を与えられた者の氏名）は、本契約6条11項に基づく支払い方式を選択することを宣言する。 署名 _____日 付 _____[7] ----------脚注---------- 7 標準材料移転契約第6条11項hによると、この支払い方式の選択が有効となるのは、受領者により締約国理事会に通知された場合のみである。この支払い方式を選択する旨の署名した宣言は、受領者が締約国理事会宛に以下の住所へ送付しなければならない。以上は、本契約のいずれの承認方法（署名、

to the **Governing Body** at the following address, whichever method of acceptance of **this Agreement** (signature, shrink-wrap or click-wrap) has been chosen by the parties to **this Agreement**, and whether or not the **Recipient** has already indicated his acceptance of this option in accepting **this Agreement** itself: The Secretary, International Treaty on Plant Genetic Resources for Food and Agriculture Food and Agriculture Organization of the United Nations I-00100 Rome, Italy The signed declaration must be accompanied by the following: □ The date on which **this Agreement** was entered into; □ The name and address of the **Recipient** and of the **Provider**; □ A copy of Annex 1 to **this Agreement**. ----------	シュリンクラップ又はクリックラップ）を契約当事者が選択するかどうか、又は受領者が本契約自体に同意する時にこの選択肢を選ぶことを既に示唆しているかどうかに関わらない。 事務局 食料農業植物遺伝資源条約 FAO イタリア国ローマ I -00100 署名した宣言には次の事項を添付しなければならない。 □ 本契約を締結した日 □ 受領者と配布者の名前と住所 □ 本契約の付属書 1 の写し ----------

国際稲研究所（IRRI）標準素材移転契約

STANDARD MATERIAL TRANSFER AGREEMENT PREAMBLE

WHEREAS

The International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as "the **Treaty**")[2] was adopted by the Thirty-first session of the FAO Conference on 3 November 2001 and entered into force on 29 June 2004;

The objectives of the **Treaty** are the conservation and sustainable use of **Plant Genetic Resources for Food and Agriculture** and the fair and equitable sharing of the benefits arising out of their use, in harmony with the Convention on Biological Diversity, for sustainable agriculture and food security;

The Contracting Parties to the **Treaty**, in the exercise of their sovereign rights over their **Plant Genetic Resources for Food and Agriculture**, have established a **Multilateral System** both to facilitate access to **Plant Genetic Resources for Food and Agriculture** and to share, in a fair and equitable way, the benefits arising from the utilization of these resources, on a complementary and mutually reinforcing basis;

Articles 4, 11, 12.4 and 12.5 of the **Treaty** are borne in mind;

The diversity of the legal systems of the Contracting Parties with respect to their national procedural rules governing access to courts and to arbitration, and the obligations arising from international and regional conventions applicable to these procedural rules, are recognized;

Article 12.4 of the **Treaty** provides that facilitated access under the **Multilateral System** shall be provided pursuant to a Standard Material Transfer Agreement, and the **Governing Body** of the **Treaty**, in its Resolution 1/2006 of 16 June 2006, adopted the Standard Material Transfer Agreement.

---

[2] *Note by the Secretariat:* as suggested by the Legal Working Group during the Contact Group for the Drafting of the Standard Material Transfer Agreement, defined terms have, for clarity, been put in bold throughout.

ARTICLE 1 — PARTIES TO THE AGREEMENT

1.1 The present Material Transfer Agreement (hereinafter referred to as "**this Agreement**") is the Standard Material Transfer Agreement referred to in Article 12.4 of the **Treaty**.

1.2 **This Agreement** is:

BETWEEN: (*name and address of the provider or providing institution, name of authorized official, contact information for authorized official*[3]) (hereinafter referred to as "the **Provider**"), AND: (*name and address of the recipient or recipient institution, name of authorized official, contact information for authorized official*[3]) (hereinafter referred to as "the **Recipient**").

1.3 The parties to **this Agreement** hereby agree as follows:

ARTICLE 2 — DEFINITIONS

In **this Agreement** the expressions set out below shall have the following meaning:

"***Available without restriction***": a **Product** is considered to be available without restriction to others for further research and breeding when it is available for research and breeding without any legal or contractual obligations, or technological restrictions, that would preclude using it in the manner specified in the **Treaty**.

"***Genetic material***" means any material of plant origin, including reproductive and vegetative propagating material, containing functional units of heredity.

"***Governing Body***" means the **Governing Body** of the **Treaty**.

---

[3] *Insert as necessary. Not applicable for shrink-wrap and click-wrap Standard Material Transfer Agreements.*

A "shrink-wrap" Standard Material Transfer Agreement is where a copy of the Standard Material Transfer Agreement is included in the packaging of the **Material**, and the **Recipient's** acceptance of the **Material** constitutes acceptance of the terms and conditions of the Standard Material Transfer Agreement.

A "click-wrap" Standard Material Transfer Agreement is where the agreement is concluded on the internet and the **Recipient** accepts the terms and conditions of the Standard Material Transfer Agreement by clicking on the appropriate icon on the website or in the electronic version of the Standard Material Transfer Agreement, as appropriate.

"***Multilateral System***" means the **Multilateral System** established under Article 10.2 of the **Treaty**.

"***Plant Genetic Resources for Food and Agriculture***" means any **genetic material** of plant origin of actual or potential value for food and agriculture.

"Plant Genetic Resources for Food and Agriculture under Development" means material derived from the **Material**, and hence distinct from it, that is not yet ready for **commercialization** and which the developer intends to further develop or to transfer to another person or entity for further development. The period of development for the **Plant Genetic Resources for Food and Agriculture under Development** shall be deemed to have ceased when those resources are **commercialized** as a **Product**.

"***Product***" means **Plant Genetic Resources for Food and Agriculture** that incorporate[4] the **Material** or any of its genetic parts or components that are ready for **commercialization**, excluding commodities and other products used for food, feed and processing.

"***Sales***" means the gross income resulting from the **commercialization** of a **Product** or **Products**, by the **Recipient**, its affiliates, contractors, licensees and lessees.

"***To commercialize***" means to sell a **Product** or **Products** for monetary consideration on the open market, and "**commercialization**" has a corresponding meaning. **Commercialization** shall not include any form of transfer of **Plant Genetic Resources for Food and Agriculture under Development**.

ARTICLE 3 — SUBJECT MATTER OF THE MATERIAL TRANSFER AGREEMENT

The **Plant Genetic Resources for Food and Agriculture** specified in *Annex 1* to **this Agreement** (hereinafter referred to as the "**Material**") and the available related information referred to in Article 5b and in *Annex 1* are hereby transferred from the **Provider** to the **Recipient** subject to the terms and conditions set out in **this Agreement**.

[4] As evidenced, for example, by pedigree or notation of gene insertion.

ARTICLE 4 — GENERAL PROVISIONS

4.1 **This Agreement** is entered into within the framework of the **Multilateral System** and shall be implemented and interpreted in accordance with the objectives and provisions of the **Treaty**.

4.2 The parties recognize that they are subject to the applicable legal measures and procedures, that have been adopted by the Contracting Parties to the **Treaty**, in conformity with the **Treaty**, in particular those taken in conformity with Articles 4, 12.2 and 12.5 of the **Treaty**.[5]

4.3 The parties to **this Agreement** agree that (*the entity designated by the **Governing Body***),[6] acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**, is the third party beneficiary under **this Agreement**.

4.4 The third party beneficiary has the right to request the appropriate information as required in Articles 5e, 6.5c, 8.3 and *Annex, 2 paragraph 3,* to **this Agreement**.

4.5 The rights granted to the (*the entity designated by the **Governing Body***) above do not prevent the **Provider** and the **Recipient** from exercising their rights under **this Agreement**.

ARTICLE 5 — RIGHTS AND OBLIGATIONS OF THE PROVIDER

The **Provider** undertakes that the **Material** is transferred in accordance with the following provisions of the **Treaty**:

a) Access shall be accorded expeditiously, without the need to track individual accessions and free of charge, or, when a fee is charged, it shall not exceed the minimal cost involved;

---

[5] In the case of the International Agricultural Research Centres of the Consultative Group on International Agricultural Research (CGIAR) and other international institutions, the Agreement between the Governing Body and the CGIAR Centres and other relevant institutions will be applicable.

[6] *Note by the Secretariat:* by Resolution 2/2006, the Governing Body "invite[d] the Food and Agriculture Organization of the United Nations, as the Third Party Beneficiary, to carry out the roles and responsibilities as identified and prescribed in the Standard Material Transfer Agreement, under the direction of the Governing Body, in accordance with the procedures to be established by the Governing Body at its next session". Upon acceptance by the FAO of this invitation, the term, "the entity designated by the Governing Body", will be replaced throughout the document by the term, "the Food and Agriculture Organization of the United Nations".

b) All available passport data and, subject to applicable law, any other associated available non-confidential descriptive information, shall be made available with the **Plant Genetic Resources for Food and Agriculture** provided;

c) Access to **Plant Genetic Resources for Food and Agriculture under Development**, including material being developed by farmers, shall be at the discretion of its developer, during the period of its development;

d) Access to **Plant Genetic Resources for Food and Agriculture** protected by intellectual and other property rights shall be consistent with relevant international agreements, and with relevant national laws;

e) The **Provider** shall periodically inform the **Governing Body** about the Material Transfer Agreements entered into, according to a schedule to be established by the **Governing Body**. This information shall be made available by the **Governing Body** to the third party beneficiary.[7]

ARTICLE 6 — RIGHTS AND OBLIGATIONS OF THE RECIPIENT

6.1 The **Recipient** undertakes that the **Material** shall be used or conserved only for the purposes of research, breeding and training for food and agriculture. Such purposes shall not include chemical, pharmaceutical and/or other non-food/feed industrial uses.

6.2 The **Recipient** shall not claim any intellectual property or other rights that limit the facilitated access to the **Material** provided under **this Agreement**, or its genetic parts or components, in the form received from the **Multilateral System**.

6.3 In the case that the **Recipient** conserves the **Material** supplied, the **Recipient** shall make the **Material**, and the related information referred to in Article 5b, available to the **Multilateral System** using the Standard Material Transfer Agreement.

6.4 In the case that the **Recipient** transfers the **Material** supplied under

---

[7] *Note by the Secretraiat:* The Standard Material Transfer Agreement makes provision for information to be provided to the **Governing Body**, in the following Articles: 5e, 6.4b, 6.5c and 6.11h, as well as in *Annex 2*, paragraph 3, *Annex 3*, paragraph 4, and in *Annex 4*. Such information should be submitted to:

The Secretary International Treaty on Plant Genetic Resources for Food and Agriculture Food and Agriculture Organization of the United Nations I-00100 Rome, Italy.

this Agreement to another person or entity (hereinafter referred to as "the **subsequent recipient**"), the **Recipient** shall

a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement; and

b) notify the **Governing Body**, in accordance with Article 5e. On compliance with the above, the **Recipient** shall have no further obligations regarding the actions of the **subsequent recipient**.

6.5 In the case that the **Recipient** transfers a **Plant Genetic Resource for Food and Agriculture under Development** to another person or entity, the **Recipient** shall:

a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement, provided that Article 5a of the Standard

Material Transfer Agreement shall not apply;

b) identify, in *Annex 1* to the new material transfer agreement, the **Material** received from the **Multilateral System**, and specify that the **Plant Genetic Resources for Food and Agriculture under Development** being transferred are derived from the **Material**;

c) notify the **Governing Body**, in accordance with Article 5e; and

d) have no further obligations regarding the actions of any **subsequent recipient**.

6.6 Entering into a material transfer agreement under paragraph 6.5 shall be without prejudice to the right of the parties to attach additional conditions, relating to further product development, including, as appropriate, the payment of monetary consideration.

6.7 In the case that the **Recipient commercializes** a **Product** that is a **Plant Genetic Resource for Food and Agriculture** and that incorporates **Material** as referred to in Article 3 of **this Agreement**, and where such **Product** is not **available without restriction** to others for further research and breeding, the **Recipient** shall pay a fixed percentage of the **Sales** of the **commercialized Product** into the mechanism established by the **Governing Body** for this purpose, in accordance with *Annex 2* to **this Agreement**.

6.8 In the case that the **Recipient commercializes** a **Product** that is a

Plant Genetic Resource for Food and Agriculture and that incorporates **Material** as referred to in Article 3 of **this Agreement** and where that **Product** is **available without restriction** to others for further research and breeding, the **Recipient** is encouraged to make voluntary payments into the mechanism established by the **Governing Body** for this purpose in accordance with *Annex 2* to **this Agreement**.

6.9 The **Recipient** shall make available to the **Multilateral System**, through the information system provided for in Article 17 of the **Treaty**, all non-confidential information that results from research and development carried out on the **Material**, and is encouraged to share through the **Multilateral System** non-monetary benefits expressly identified in Article 13.2 of the **Treaty** that result from such research and development. After the expiry or abandonment of the protection period of an intellectual property right on a **Product** that incorporates the **Material**, the **Recipient** is encouraged to place a sample of this **Product** into a collection that is part of the **Multilateral System**, for research and breeding.

6.10 A **Recipient** who obtains intellectual property rights on any **Products** developed from the **Material** or its components, obtained from the **Multilateral System**, and assigns such intellectual property rights to a third party, shall transfer the benefit-sharing obligations of **this Agreement** to that third party.

6.11 The **Recipient** may opt as per *Annex 4*, as an alternative to payments under Article 6.7, for the following system of payments:

a) The **Recipient** shall make payments at a discounted rate during the period of validity of the option;

b) The period of validity of the option shall be ten years renewable in accordance with *Annex 3* to **this Agreement**;

c) The payments shall be based on the **Sales** of any **Products** and of the sales of any other products that are **Plant Genetic Resources for Food and Agriculture** belonging to the same crop, as set out in Annex 1 to the **Treaty**, to which the **Material** referred to in *Annex 1* to **this Agreement** belongs;

d) The payments to be made are independent of whether or not the **Product** is **available without restriction**;

e) The rates of payment and other terms and conditions applicable to this option, including the discounted rates are set out in *Annex 3* to **this Agreement**;

f) The **Recipient** shall be relieved of any obligation to make payments under Article 6.7 of **this Agreement** or any previous or subsequent Standard Material Transfer Agreements entered into in respect of the same crop;

g) After the end of the period of validity of this option the **Recipient** shall make payments on any **Products** that incorporate **Material** received during the period in which this Article was in force, and where such **Products** are not **available without restriction**. These payments will be calculated at the same rate as in paragraph (a) above;

h) The **Recipient** shall notify the **Governing Body** that he has opted for this modality of payment. If no notification is provided the alternative modality of payment specified in Article 6.7 will apply.

ARTICLE 7 — APPLICABLE LAW

The applicable law shall be General Principles of Law, including the UNIDROIT Principles of International Commercial Contracts 2004, the objectives and the relevant provisions of the **Treaty**, and, when necessary for interpretation, the decisions of the **Governing Body**.

ARTICLE 8 — DISPUTE SETTLEMENT

8.1 Dispute settlement may be initiated by the **Provider** or the **Recipient** or the (*the entity designated by the **Governing Body***), acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**.

8.2 The parties to **this Agreement** agree that the (*the entity designated by the **Governing Body***), representing the **Governing Body** and the **Multilateral System**, has the right, as a third party beneficiary, to initiate dispute settlement procedures regarding rights and obligations of the **Provider** and the **Recipient** under **this Agreement**.

8.3 The third party beneficiary has the right to request that the appropriate information, including samples as necessary, be made available by the **Provider** and the **Recipient**, regarding their obligations in the context of **this Agreement**. Any information or samples so requested shall be

provided by the **Provider** and the **Recipient**, as the case may be.

8.4 Any dispute arising from **this Agreement** shall be resolved in the following manner:

a) Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute by negotiation.

b) Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation through a neutral third party mediator, to be mutually agreed.

c) Arbitration: If the dispute has not been settled by negotiation or mediation, any party may submit the dispute for arbitration under the Arbitration Rules of an international body as agreed by the parties to the dispute. Failing such agreement, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. Either party to the dispute may, if it so chooses, appoint its arbitrator from such list of experts as the Governing Body may establish for this purpose; both parties, or the arbitrators appointed by them, may agree to appoint a sole arbitrator, or presiding arbitrator as the case may be, from such list of experts. The result of such arbitration shall be binding.

ARTICLE 9 — ADDITIONAL ITEMS

Warranty

9.1 The **Provider** makes no warranties as to the safety of or title to the **Material**, nor as to the accuracy or correctness of any passport or other data provided with the **Material**. Neither does it make any warranties as to the quality, viability, or purity (genetic or mechanical) of the **Material** being furnished. The phytosanitary condition of the **Material** is warranted only as described in any attached phytosanitary certificate. The **Recipient** assumes full responsibility for complying with the recipient nation's quarantine and biosafety regulations and rules as to import or release of **genetic material**.

Duration of Agreement

9.2 **This Agreement** shall remain in force so long as the **Treaty** remains in force.

ARTICLE 10 — SIGNATURE/ACCEPTANCE

The **Provider** and the **Recipient** may choose the method of acceptance unless either party requires **this Agreement** to be signed.

Option 1 –Signature[8]

I, (*Full Name of Authorized Official*), represent and warrant that I have the authority to execute **this Agreement** on behalf of the **Provider** and acknowledge my institution's responsibility and obligation to abide by the provisions of **this Agreement**, both by letter and in principle, in order to promote the conservation and sustainable use of **Plant Genetic Resources for Food and Agriculture**.

Signature..... Date.....

Name of the **Provider** .....

I, (*Full Name of Authorized Official*), represent and warrant that I have the authority to execute **this Agreement** on behalf of the **Recipient** and acknowledge my institution's responsibility and obligation to abide by the provisions of **this Agreement**, both by letter and in principle, in order to promote the conservation and sustainable use of **Plant Genetic Resources for Food and Agriculture**.

Signature..... Date.....

Name of the **Recipient**.....

Option 2 – Shrink-wrap Standard Material Transfer Agreements*

The **Material** is provided conditional on acceptance of the terms of **this Agreement**. The provision of the **Material** by the **Provider** and the **Recipient's** acceptance and use of the **Material** constitutes acceptance of the terms of **this Agreement**.

Option 3 – Click-wrap Standard Material Transfer Agreement*

□ I hereby agree to the above conditions.

---

[8] Where the **Provider** chooses signature, only the wording in Option 1 will appear in the Standard Material Transfer Agreement. Similarly where the **Provider** chooses either shrink-wrap or click-wrap, only the wording in Option 2 or Option 3, as appropriate, will appear in the Standard Material Transfer Agreement. Where the "click-wrap" form is chosen, the **Material** should also be accompanied by a written copy of the Standard Material Transfer Agreement.

Annex 1

LIST OF MATERIALS PROVIDED

This *Annex* contains a list of the **Material** provided under **this Agreement**, including the associated information referred to in Article 5b.

This information is either provided below or can be obtained at the following website: (*URL*).

The following information is included for each **Material** listed: all available passport data and, subject to applicable law, any other associated, available, non-confidential descriptive information.

(*List*)

Annex 2

RATE AND MODALITIES OF PAYMENT UNDER ARTICLE 6.7 OF THIS AGREEMENT

1. If a **Recipient**, its affiliates, contractors, licensees, and lessees, **commercializes** a **Product** or **Products**, then the **Recipient** shall pay one point-one percent (1.1 %) of the **Sales** of the **Product** or **Products** less thirty percent (30%); except that no payment shall be due on any **Product** or **Products** that:

(a) are **available without restriction** to others for further research and breeding in accordance with Article 2 of **this Agreement**;

(b) have been purchased or otherwise obtained from another person or entity who either has already made payment on the **Product** or **Products** or is exempt from the obligation to make payment pursuant to subparagraph (a) above;

(c) are sold or traded as a commodity.

2. Where a **Product** contains a **Plant Genetic Resource for Food and Agriculture** accessed from the **Multilateral System** under two or more material transfer agreements based on the Standard Material Transfer Agreement only one payment shall be required under paragraph 1 above.

3. The **Recipient** shall submit to the **Governing Body**, within sixty (60) days after each calendar year ending December 31st, an annual report

setting forth:

(a) the **Sales** of the **Product** or **Products** by the **Recipient**, its affiliates, contractors, licensees and lessees, for the twelve (12) month period ending on December 31st;

(b) the amount of the payment due; and

(c) information that allows for the identification of any restrictions that have given rise to the benefit-sharing payment.

4. Payment shall be due and payable upon submission of each annual report. All payments due to the **Governing Body** shall be payable in (*specified currency*)[9] for the account of (*the Trust Account or other mechanism established by the **Governing Body** in accordance with Article 19.3f of the **Treaty***).[10]

Annex 3

TERMS AND CONDITIONS OF THE ALTERNATIVE PAYMENTS SCHEME

UNDER ARTICLE 6.11 OF THIS AGREEMENT

1. The discounted rate for payments made under Article 6.11 shall be zero point five percent (0.5 %) of the **Sales** of any **Products** and of the sales of any other products that are **Plant Genetic Resources for Food and Agriculture** belonging to the same crop, as set out in Annex 1 to the **Treaty**, to which the **Material** referred to in *Annex 1* to **this Agreement** belong.

2. Payment shall be made in accordance with the banking instructions set out in paragraph 4 of *Annex 2* to **this Agreement**.

3. When the **Recipient** transfers **Plant Genetic Resources for Food and Agriculture under Development**, the transfer shall be made on the condition that the **subsequent recipient** shall pay into the mechanism established by the **Governing Body** under Article 19.3f of the **Treaty** zero

---

[9] *Note by the Secretariat:* The Governing Body has not yet considered the question of currency of payment. Until it does so, Standard Material Transfer Agreements should specify United States dollars (US$).

[10] *Note by the Secretariat:* This is the Trust Account provided for in Article 6.3 of the Financial Rules, as approved by the Governing Body (*Appendix E* to this Report). The details of the Trust Account when established, will be introduced here, and communicated to Contract Parties.

point five percent (0.5 %) of the **Sales** of any **Product** derived from such **Plant Genetic Resources for Food and Agriculture under Development**, whether the **Product** is **available or not without restriction**.

4. At least six months before the expiry of a period of ten years counted from the date of signature of **this Agreement** and, thereafter, six months before the expiry of subsequent periods of five years, the **Recipient** may notify the **Governing Body** of his decision to opt out from the application of this Article as of the end of any of those periods. In the case the **Recipient** has entered into other Standard Material Transfer Agreements, the ten years period will commence on the date of signature of the first Standard Material Transfer Agreement where an option for this Article has been made.

5. Where the **Recipient** has entered or enters in the future into other Standard Material Transfer Agreements in relation to material belonging to the same crop[s], the **Recipient** shall only pay into the referred mechanism the percentage of sales as determined in accordance with this Article or the same Article of any other Standard Material Transfer Agreement. No cumulative payments will be required.

Annex 4

OPTION FOR CROP-BASED PAYMENTS UNDER THE ALTERNATIVE PAYMENTS SCHEME UNDER ARTICLE 6.11 OF THIS AGREEMENT

I (*full name of **Recipient** or **Recipient's** authorised official*) declare to opt for payment in accordance with Article 6.11 of **this Agreement**.

Signature..... Date..... [11]

[11] In accordance with Article 6.11h of the Standard Material Transfer Agreement, the option for this modality of payment will become operative only once notification has been provided by the **Recipient** to the **Governing Body**. The signed declaration opting for this modality of payment must be sent by the **Recipient** to the **Governing Body** at the following address, whichever method of acceptance of **this Agreement** (signature, shrink-wrap or click-wrap) has been chosen by the parties to **this Agreement**, and whether or not the **Recipient** has already indicated his acceptance of this option in accepting **this Agreement** itself:

The Secretary, International Treaty on Plant Genetic Resources for Food and Agriculture Food and Agriculture Organization of the United Nations I-00100 Rome, Italy

The signed declaration must be accompanied by the following:

- The date on which **this Agreement** was entered into;
- The name and address of the **Recipient** and of the **Provider**;
- A copy of Annex 1 to **this Agreement**.

国際植物園交換ネットワーク（IPEN）外非商用研究目的植物移転契約

国際植物園交換ネットワーク外非商用研究目的植物移転契約

Agreement on the supply of living plant material[12] for non-commercial purposes leaving the International Plant Exchange Network

Against the background of the provisions and decisions of the Convention on Biological Diversity of 1992 (CBD) and in particular those on access to genetic resources and benefit sharing, the garden is dedicated to promoting the conservation, sustainable use, and research of biological diversity. The garden therefore expects its partners in acquiring, maintaining, and transferring plant material to always act in accordance with the CBD and the Convention on the International Trade in Endangered Species (CITES).

The responsibility for legal handling of the plant material passes on to the recipient upon receipt of the material. The requested plant material will be supplied to the recipient only on the following conditions:

1. Based on this agreement, the plant material is supplied only for non-commercial use such as scientific study and educational purposes as well as environmental protection. Should the recipient at a later date intend a commercial use or a transfer for commercial use, the country of origin‘s prior informed consent (PIC) must be obtained in writing before the material is used or transferred. The recipient is responsible for ensuring an equitable sharing of benefits.

2. On receiving the plant material, the recipient endeavours to document the received plant material, its origin (country of origin, first receiving garden,

[12] According to the CBD “genetic resources” means genetic material of actual or potential value. This definition covers both living and not living material. The Code of Conduct and the IPEN covers only the exchange of living plant material (living plants or parts of plants, diaspores) thus falling in the definition of genetic resources.

„donor“ of the plant material, year of collection) as well as the acquisition and transfer conditions in a comprehensible manner.

3. In the event that scientific publications are produced based on the supplied plant material, the recipient is obliged to indicate the origin of the material (the supplying garden and if known the country of origin) and to send these publications to the garden and to the country of origin without request.

4. On request, the garden will forward relevant information on the transfer of the plant material to the body charged with implementing the CBD[13] .

5. The recipient may transfer the received plant material to third parties only under these terms and conditions and must document the transfer in a suitable manner (e.g. by using the documentation form, such as provided in Annex 1.3).

_____

I accept the above conditions. Date, Signature Recipient‘s name and address, stamp

[13] ideally, the national focal point in the garden ‘s home country.

欧州バイオリソースセンター標準素材移転契約

欧州バイオリソースセンター標準素材移転契約

Material Transfer Agreement

一般的チェックリスト

1. Accompanying terms

Existing PIC terms and existing previous MTA terms

2. Basic terms

- Description of MGRs (country of origin, place and date of isolation, identification data, name of the individual that has isolated the strain from *in situ* conditions or, for lack of individual's name, the name of the institution (legal entity) that employed the individual at the time of the isolation of the strain);
- *Bona fide* and sustainable use, following the CBD principles;
- Clause governing the payment of the costs of handling;
- Type of transfer : transfer where distribution to third parties is excluded or is possible

(the choice between these two options is subordinate to the kind of use)

(when distribution is possible look for sub-choice between limited or monitored distribution).

3. Use-specific terms

- Category 1: Use for test, reference, bioassay, control and training purposes.
  - No commercial use;
  - The recipient has to follow the protocols of standard test and reference procedure;
  - No IPR on MGRs, derived technology and information.
- Category 2: Use for research purposes
  - No commercial use;
  - No IPR on MGRs, derived technology and information;

- Scientific feedback: publications will mention provider and country of origin.

- Category 3：Commercial use
  - Terms on IPR, information feedback about patent application;
  - Need for more precise terms for benefit sharing (see additional terms).

4. Additional terms

- IPR related to MGRs and derived technology
  IPR-ownership of the MGRs

  IPR-ownership of the derived technology
- Terms on training, technical and scientific co-operation, access to and transfer of technology, exchange of information and publication policy. Terms providing possibilities for capacity building in taxonomy and general microbiology for the provider of microbial genetic resources should be emphasised and prioritised to less scientific, less durable compensations such as financial arrangements.
- Conservation of MGRs
- Partnerships involving other stakeholders than provider and recipient of MGRs, including indigenous and local communities
- Monetary terms: Initial, up-front payment
  Royalty payments

生物多様性条約遵守チェックリスト

1．Has PIC been obtained?

- Record terms of deposit and supply on the genetic resource record.
- Record country of origin and, where known, details of the PIC Authority
- Supply only to recipients who will comply with the requirements of the CBD, according to best knowledge
- Supply all strains under a material transfer agreement (MTA), which includes conditions of access, terms for benefit sharing and conditions of use a further supply to third parties/forbid supply to third parties

Relevant Treaties, Directives or legislation

Treaty/Directive/legislation	Requirement	Existing BRC protocols
Andean Pact Decision 391: Common System on Access to Genetic Resources	PIC; MTA	MOSAICC OECD Mandatory Guidance for BRCs
ASEAN Framework Agreement on Access to Biological and Genetic Resources	PIC; MTA	MOSAICC OECD Mandatory Guidance for BRCs
Bonn Guidelines on Access to Genetic Resources and Fair and Equitable Sharing of the Benefits Arising out of their Utilization	PIC; MTA	MOSAICC OECD Mandatory Guidance for BRCs
Cartagena Protocol to the Convention on Biological Diversity	Risk Assessment Control of access and distribution	
CITES (Convention on International Trade in Endangered Species)	PIC; MTA	MOSAICC
Convention on Biological Diversity	PIC; MTA	OECD Mandatory Guidance for BRCs
FAO Global Plan of Action for the conservation and sustainable use of plant genetic resources for food and agriculture		
FAO International Treaty on Plant Genetic Resources for Food and		

Agriculture		
Global Plan of Action for the Conservation and Sustainable Use of Plant Genetic Resources for Food and Agriculture		
OAU Model Agreement for the protection of the rights of local communities, farmers and breeders, and for the regulation of access to biological resources	PIC; MTA	
Protocol on Environment Protection to the Antarctic Treaty (UNEP)		
SADC (Southern African Development Community) Seed Initiative		
Specify Bonn Guidelines on access and benefit sharing which fall within the CBD	PIC; MTA	OECD Mandatory Guidance for BRCs
Sub-Saharan Africa Seed Initiative		
Universal Declaration on the Human Genome and Human Rights		

契約本体

Introductory Provisions

Preamble

1. The Microorganisms received under this Material Transfer Agreement (MTA) will be used in a *bona fide* and sustainable way, and this in full respect of the principles laid down in the Convention on Biological Diversity (CBD). Nothing in this agreement shall be construed as changing the rights and obligations of Parties under the CBD. The agreement fully complies with Article 15 of the CBD, which recognises the sovereign rights of States over their natural resources. Access to the genetic resources is subject to Prior Informed Consent (PIC). Materials are provided under this agreement on the understanding that they were collected either before the CBD came into force or with PIC (where procedures are in place and recognised authorities exist) and that copies of any agreements (PIC MAT, MTA) are supplied with the cultures. The Recipient of the genetic resource must not transfer the strains under the terms of this agreement to a third party unless otherwise agreed and terms and conditions laid down for their use.

Parties to this agreement:

The provider: Culture Collection

The recipient:

Objectives of use of genetic resources provided under this agreement

- Access to the preserved organisms in compliance with the CBD
- Enable their utilisation to the benefit of humankind whilst respecting the spirit of the CBD and the rights of stakeholders.

In this Agreement the following expressions shall have the following

meanings:

1.1 “Cultures” includes, but is not limited to, fungi and bacteria or other fungal or bacterial material and any other material of other origin and the genetic resources contained therein;

1.2 “Commercialise” and “Commercialisation” means the use or exploitation of genetic resources, their progeny or Derivatives, with the object of, or resulting in, financial gain, and includes but is not limited to the following activities: sale, applying for, obtaining or transferring intellectual property rights or other tangible or intangible rights by sale or licence or in any other manner, commencement of product development, conducting market research, and seeking pre-market approval;

1.3 “Derivatives” include, but are not limited to, modified or unmodified extracts and any compounds or chemical structures based on or derived from genetic resources and their progeny, including analogues;

1.4 “Genetic Resources” mean any material of fungal, microbial or other origin containing functional units of heredity of actual or potential value;

1.5 “Material” shall mean the microbial or fungal biological material transferred under this Agreement;

1.6 “Third Party” shall mean any person other than Recipient of the genetic resource and the supplying collection.

Access and benefit-sharing provisions

Description of the genetic resources covered

2. The holdings of the Collection available for supply

Use

3. Permitted uses of the genetic resources

– Research
– Commercialisation

Intellectual Property Rights

4. The user may seek Intellectual Property Rights and protection of this, for example under Patent Law, providing the terms on benefit sharing are met.

Terms on benefit sharing

5. The benefits can either be monetary or non-monetary and are listed below:

Monetary benefits:

5.1 The recipient agrees to provide the collection and the country of origin an agreed royalty on the profits made as a result of the exploitation of the genetic resource provided.

Non-monetary benefits:

5.2 Collaboration in scientific research and development programmes, particularly taxonomic and biotechnological research activities

5.3 Collaboration in education and training

5.4 Provision of scientific information relevant to conservation and sustainable utilisation of the materials provided

Third parties – entitlement to transfer to third parties is not always given

6. The recipient may supply any Genetic Resources, their progeny or Derivatives, to a Third Party and will use its best efforts to ensure that such Third Party has entered into a written agreement containing conditions no

less restrictive than those contained in this Agreement, including the conditions on benefit-sharing, publication, Commercialisation and supply of Genetic Resources, their progeny or Derivatives, and providing that such Third Party shall not supply such Genetic Resources, their progeny or Derivatives, to any other Third Party (a "Subsequent Recipient") unless such Subsequent Recipient has entered into a legally binding written agreement containing conditions no less restrictive than those contained in this Agreement, including the conditions on benefit-sharing, publication, Commercialisation and supply of Genetic Resources, their progeny or Derivatives.

6.1 Materials are transferred to third parties under the following typical conditions:

That the third party recipient does not exploit the materials commercially and under the following supply agreement:

I/we agree not to claim ownership over the microorganisms received nor to seek intellectual property rights over them or related information. If we wish to utilize or exploit such organisms commercially, suitable and adequate recompense in the spirit of the Convention on Biological Diversity will first be discussed with stakeholders and country of origin.

I/We also agree to ensure that any subsequent person or institution to whom I/we make samples of the microorganism available, is bound by the same provision.

Or

6.2 A MTA containing the mutually agreed terms of this MTA plus terms recognising the role of the supplying collection as a stakeholder in the exploitation of the genetic resource. This role includes:

adding value to received and collected biological material, through

purification, expert preparation, authoritative identification, description, determination of biochemical and other characteristics, comparison with related material, safe and effective storage/preservation, evaluation of value for biological control uses, and indication of importance of beneficial and detrimental attributes. In some instances this may extend to the development of a marketable product.

Compliance with the MTA

7. The provider and the user agree to comply with the mutually agreed terms of this MTA and will require any third party given access to samples of this material to comply.

Legal provisions

8.1 This Agreement shall be in effect from _____ and shall extend for a term of ten (10) years after such date unless the parties reach prior agreement to new terms. The obligations and rights contained in Clauses 2, 3, 4, 5.1, 6 and 7 herein shall survive the expiration or other termination of this Agreement.

8.2 Notwithstanding clause 8.1 above, either party to this Agreement may give six months notice to the other party to terminate this Agreement.

8.3 On termination of the agreement materials subject to the agreement should either be returned to the provider by the recipient or destroyed.

8.4 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control including, without limitation, any of the following: Act of God, governmental act, war, fire, flood, explosion, civil commotion or industrial disputes of a Third Party or impossibility of obtaining gas or electricity or materials. Subject to the affected party

promptly notifying the other party in writing of the cause and the likely duration of the cause, the performance of the affected party's obligations, to the extent affected by the cause, shall be suspended during the period the cause persists.

8.5 Any dispute, difference or question between the parties arising under this Agreement shall be referred to an arbitrator to be agreed between the parties or, in default of agreement.

8.6 Any notice or other document to be served under this Agreement may be delivered or sent by prepaid air mail or by fax to the party to be served at the below address or at such other address as it may have notified to the other party in accordance with this clause. Any notice shall be marked for the attention of the person and at the address indicated below:

Recipient:

Name: [*Insert name*]

Position: [*Insert title*]

Address: [*Insert address*]

Collection:

Name: [*Insert name*]

Position: [*Insert title*]

Address: [*Insert address*]

Any notice or document shall be deemed to have been served (a) if delivered, at the time of delivery; or (b) if posted by air mail, at 10:00 a.m. on the fifth business day after it was put in the post; or (c) if sent by fax at the expiration of two hours after the time of despatch if despatched before 3:00 p.m. (local time of destination) or at 10:00 a.m. (local time) on the next business day after despatch in any other case.

8.6 The provisions of this Agreement constitute the entire Agreement between the parties relating to the subject matter and the parties do not make any representations or warranties except those contained in this Agreement. The Agreement shall not be considered extended, cancelled or amended in any respect unless done so in writing signed on behalf of the parties hereto.

8.7 This Agreement is personal to the parties and none of the rights or the obligations under this Agreement may be assigned or transferred without the prior written consent of the other party.

8.8 The provisions contained in each clause and sub-clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of these provisions is void and would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

8.9 Nothing contained in this Agreement shall constitute a partnership between Recipeint of the genetic resource and the supplying collection or constitute either of them the agent of the other.

8.10 This Agreement is governed by and shall be construed in accordance with English law.

8.11 This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement.

Confidentiality clause

9. All work carried out for the recipient of the genetic resource is to be treated as strictly confidential. This applies to all requests for strains, safe and patent deposits, preservation protocol design, and preservation contracts

and to the fact that the product or service was requested.

Signed for and on behalf of Biological Resource Centre	Signed for and on behalf of
Name: _____	Name: _____
Signature: _____	Signature: _____
Position: Purchasing manager	Position: _____
Date: _____	Date: _____

グローバルゲノム生物多様性ネットワーク（GGBN）管理権移転の付いた標準素材移転契約

グローバルゲノム生物多様性ネットワーク（GGBN）管理権移転の付いた標準素材移転契約

Standard Material Transfer Agreement for provision of Genomic samples with change in ownership

管理権の移転を伴う素材移転契約（ABS 学術対策チーム仮訳）

Preamble This AGREEMENT is for permanent transfer of genomic MATERIAL or tissues for genomic analyses, with a change in ownership / permanent custodianship.	序文 本契約は、ゲノム解析のためのゲノム＜素材＞や組織を、その所有権／恒久的な管理権と共に、本契約当事者間で移転させるためのものである。
Activities of the parties to this AGREEMENT are guided by the Convention on Biological Diversity (CBD)s and the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (ABS). MATERIAL is transferred between partners on the condition that users agree to use samples & data in compliance with international laws and conventions. This AGREEMENT is designed to promote scientific research and exchange, whilst recognizing the terms on which the SUPPLIER	本契約当事者の活動は、生物多様性条約、および生物の多様性に関する条約の遺伝資源の取得の機会及びその利用から生ずる利益の公正かつ衡平な配分（ABS）に関する名古屋議定書に手引きされているものとする。両当事者間での＜素材＞の移転は、利用者が国際法や条約を遵守してサンプル及びデータを利用することに同意する、という条件のもと当事者間で行われる。本契約は、科学研究や＜素材＞交換を促進するために定められ、また同時に、＜提供者＞が＜素材＞を入手した時の契約条件を認めるように作られている。獲得した＜素材＞について、もし当該提供行為が＜素材＞に付随する契約条

acquired the MATENAL. The SUPPLIER reserves the right not to supply any MATERIAL if such supply would be contrary to any terms attached to the MATERIAL and/or is not consistent with provisions of the CBD.	件に反している場合、かつ／または生物多様性条約の規定に一致しない場合には、＜提供者＞が提供を拒否する権利を保持している。
Definitions of terms are provided in the Annex to this AGREEMENT	用語の定義は、本契約の附属書にて定める。
Parties to agreement SUPPLIER: RECIPIENT Institution： RECIPIENT Scientist:	本契約の当事者 ＜提供者＞ ＜受領研究機関＞ ＜受領研究者＞
4. [The SUPPLIER] will supply the specimens or samples listed on the annex attached to this AGREEMENT ("MATERIAL") subject to the following terms and conditions:	4. ＜提供者＞は、本契約添付のリスト（＜素材＞）に掲載されたサンプルや標本を、以下の契約条件に従って提供する。
Ownership of MATERIAL and relevant information 5. The SUPPLIER warrants that it is not aware of third party rights in the MATERIAL that would preclude it from supplying the MATERIAL to the RECIPIENT in accordance with this AGREEMENT.	＜素材＞および関連情報の所有権について 5.本契約に基づく＜受領者＞への提供を妨げるような第三者の権利が＜素材＞に存在するか認識していないことを＜提供者＞は、確認する。
6. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent or patent application. The SUPPLIER makes no representation or warranty that the use of the MATERIAL will not infringe any third party patent or	6. ＜受領者＞は、当該＜素材＞が特許や特許出願の対象となる、あるいはなりうることを認識する。＜提供者＞は、＜素材＞の利用が第三者の特許権やその他の所有権を侵害しないだろうという明示又は保証を与えない。

other proprietary right.	
7. Nothing in this AGREEMENT shall or may be construed as granting the RECIPIENT any right or license to the MATERIAL for any use other than the purpose described herein.	7. 本契約に記載された以外の目的について、＜素材＞に関するあらゆる権利や実施権を＜受領者＞に与えるというような契約解釈は認められないか、または解釈できない。
8. The SUPPLIER shall be free, at its sole discretion, to distribute the MATERIAL to others for any use and to use the MATERIAL for its own purposes.	8. ＜提供者＞は、その裁量により、他者に対しあらゆる利用目的で＜素材＞を自由に頒布することができ、また自らも自由に利用することができる。
9. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent or Patent application. The SUPPLIER makes no representation or warranty that the use of the MATERIAL will not infringe any third party patent or other proprietary right.	＜受領者＞は、当該＜素材＞が特許や特許出願の対象となる、あるいはなりうることを認識する。＜提供者＞は、＜素材＞の利用が第三者の特許権やその他の所有権を侵害しないだろうという明示又は保証を与えない。
10. Unless otherwise indicated, copyright in all information or data(“Data”)supplied with the MATERIAL is owned by the SUPPLIER, The RECIPIENT may use these data on condition that they are used solely for scholarly, education or research purposes; that they are not use for commercial purposes; and that the RECIPIENT always acknowledges the source of the Data with the words “With the permission of [SUPPLIER]” ;	10. 特に指示のない限り、＜素材＞とともに提供されたすべての情報やデータの著作権は、＜提供者＞に帰属する。＜受領者＞は、これらのデータを、学術、教育、調査目的のみに利用し、商業目的に利用はしない、データの出所について、必ず『＜提供者＞の許可による』と示すという条件のもとで利用することができる。
11. Data /metadata should not be modified in publications without permission from the SUPPLIER	11. データ／メタデータ（データに付随する情報）は、＜提供者＞の許可なく出版に際し改変してはならない。

12. The MATERIAL may not be transferred wholly or partially by the RECIPIENT to third parties, without prior written authorization from the SUPPLIER.	12. ＜提供者＞からの書面による事前の許可なくして、＜素材＞の全部または一部を＜受領者＞から第三者へ譲渡することはできない。
13. Relevant documentation, including Access Permits, Mutually Agreed Terms with the Country of Origin, reference number of the Internationally-Recognized Certificate of Compliance, and confirmation that the Country of Origin has been informed (if necessary under MAT), is annexed to this document if relevant to the MATERIAL, and forms part of the AGREEMENT.	13. 起源国（提供国）のアクセス許可（PIC）と相互に同意する条件（MAT）、国際的に公認された遵法証明書の参照番号、起源国に情報提供された確認書（必要であれば相互に合意する条件（MAT）のもとで）などを含む関連書類は、＜素材＞に適切であるならば、本契約書の附属文書として添付し、本契約の一部とする。
14. The RECIPIENT shall maintain retrievable records linking the MATERIAL to these terms of acquisition and to any accompanying Data provided by the SUPPLIER.	14. ＜受領者＞は、＜素材＞に関する取得条件や、＜提供者＞によって提供されたあらゆる付随データについて、検索可能な記録を保持しなければならない。
Use of MATERIAL 15. The RECIPIENT may only use the MATERIAL and its derivatives for non-commercial purposes in scientific research, education, and conservation; the RECIPIENT shall not sell, distribute or use for profit or any other commercial application the MATERIAL, its derivatives or results obtained from analysis.	＜素材＞の利用について 15. ＜受領者＞は、＜素材＞及びその派生物を、科学的な研究、教育、保全という非商業目的のみに利用できる。＜受領者＞は、＜素材＞その派生物または分析結果について、営利目的で販売、頒布、利用、その他いかなる商用利用をも行ってはならない。
16. The RECIPIENT will provide the SUPPLIER with all publications of research on the sample prior to their publication.	16. ＜受領者＞は、サンプルの研究に関するすべての出版物を、出版に先立ち＜提供者＞に提供する。

Benefit-sharing 17. The RECIPIENT shall share fairly and equitably the benefits arising from their utilization of the MATERIAL, its progeny or derivatives in accordance with the CBD. A non-exhaustive list of non-monetary and monetary benefits is given at Appendix II to the Bonn Guidelines3 and the Annex to the Nagoya Protocol4.	利益配分 17. ＜受領者＞は、＜素材＞の利用から生じた利益や＜素材＞の子孫あるいは派生物を、生物多様性条約に従って公正かつ衡平に配分するものとする。金銭的および非金銭的な利益については、網羅的なリストではないが、ボンガイドラインの付録Ⅱ、名古屋議定書の附属書に示されている。
18. The RECIPIENT will contact the SUPPLIER to request prior permission from the SUPPLIER or, where required by the SUPPLIER, from the PROVIDING COUNTRY/COUNTRY OF ORIGIN of the MATERIAL to the SUPPLIER, for any activities not covered under the terms of this AGREEMENT.	18. ＜受領者＞は、本契約の条件に定められていない活動を行う時は、事前許可を得るために＜提供者＞に連絡する。または、＜提供者＞の要求に応じて、＜提供者＞に提供した＜素材＞の提供国／起源国の事前の許可を得ることとする。
19. The RECIPIENT will provide the SUPPLIER with copies of any records of the MATERIAL caused to be made by RECIPIENT in electronic format, when appropriate. The RECIPIENT will also provide the SUPPLIER with copies of the publications resulting from the utilization.	19. ＜受領者＞は、＜提供者＞に対し、＜受領者＞の作成した＜素材＞に関するあらゆる記録のコピーを、必要に応じて電子媒体にて提供する。また、＜受領者＞は＜提供者＞に対し、＜素材＞の利用によって生まれた出版物のコピーも提供する。
20. The RECIPIENT shall acknowledge the SUPPLIER as the source of the MATERIAL in all written and electronic publications and reports.	20. ＜受領者＞は、すべての書面および電子的な出版物や報告書において、＜素材＞の提供者として＜提供者＞へ謝辞を述べなければならない。
21. The RECIPIENT must register sequence data with the DATABASE	21. ＜受領者＞は、遺伝子配列データを(生き)に登録し、登録リストを参照

and provide the SUPPLIER with a list of such deposits including reference numbers. Any data sent to the DATABASE should be linked to the original specimen and accession or similar unique identifier used by the SUPPLIER.	番号とともに＜提供者＞に提供しなければならない。(生き)に送られたデータは、どれも当初の標本および＜提供者＞が使用するアクセス番号または類似の特有の識別名に関連付けされなければならない。
22. The RECIPIENT agrees to acknowledge the Country of Origin as the source of the MATERIAL in any and all publications applications arising from its utilization.	22. ＜受領者＞は、＜素材＞の利用によってなされるすべての出版公表において、＜素材＞の出所として起源国に謝辞に述べることに同意する。
23. The RECIPIENT agrees to acknowledge the Country of Origin as the source of the MATERIAL in any and all patent applications arising from its utilization.	23. ＜受領者＞は、＜素材＞の利用によってなされるいかなる出願において、＜素材＞の出所として起源国を認識することを同意する。
Risks and Warranties 24. The RECIPIENT declares that within their laboratory: a. access to the MATERIAL will be restricted to personnel capable and qualified to safely handle said MATERIAL and b. The RECIPIENT shall exercise the necessary care, taking into account the specific characteristics of the MATERIAL, to take the appropriate precautions to minimize any risk of harm to persons and property and to safeguard it from theft or misuse.	リスクと保証について 24. ＜受領者＞は、以下について実験室内において明示しなければならない。 a.当該＜素材＞へのアクセスは、＜素材＞の安全な取扱いが可能で適格な人員にのみ限定される。 また、 b. ＜受領者＞は、研究室内において、人体や財産への危害のリスクを最小化し、盗難や誤用を防ぐ適切な予防措置を採るために、＜素材＞の特性を考慮し、必要な管理を実施しなければならない。
25. The RECIPIENT is solely responsible for safe receipt, use,	25. 安全な受領、利用、保管および廃棄については、＜受領者＞のみが責任

storage and disposal.	を負うものとする。
26. The RECIPIENT acknowledges that the risks represented by any organisms received from the SUPPLIER should be assessed on the basis of intended use and the experience of the workers exposed to them, and that under certain circumstances organisms normally considered non-pathogens may cause disease.	26. ＜提供者＞から受領したあらゆる生物に関して、その用途及びそれらに接触した研究者の経験にもとづきリスク評価をするべきであること、また通常は非病原体とされている生物が一定の状況下では病気を引き起こす可能性があることについて、＜受領者＞は認識するものとする。
27 . The RECIPIENT agrees that any handling or other activity undertaken in their premises with the MATERIAL will be conducted in compliance with all applicable laws and regulations.	27. ＜提供者＞は、自らの建物内で行われる＜素材＞の取扱い及びその他の活動すべてを、関連法規に準拠して行うことに同意する。
28. The RECIPIENT acknowledges that it uses the MATERIAL and its derivatives and exercises its rights under this AGREEMENT at its own risk.	28. ＜受領者＞は、＜素材＞及びその派生物の利用や権利行使について、本契約のもとで自らの責任において行う事を認識する。
29. The RECIPIENT indemnifies the SUPPLIER, its officers, employees and agents ('those indemnified') against all expenses, losses, damages and costs (including legal costs on a full indemnity basis) incurred by or awarded against those indemnified arising out of a claim by any person in relation to: (a) the RECIPIENT's use of the MATERLAL and its derivatives, and any other exercise of rights under this AGREEMENT; and (b) breach of this AGREEMENT by	29.下記項目（a 及び b）に関連して被った、すべての出費、損失、損害、費用（訴訟費用の全額補償も含む）について、関係者からの主張によって被賠償者が負わされるか課せられた損害賠償について、＜受領者＞は、＜提供者＞およびその職員や従業員、代理人（「被賠償者」ら）を免責する。 (a) ＜素材＞及びその派生物の、＜受領者＞による利用や、本契約に基づくあらゆる権利行使 (b) ＜受領者＞による契約不履行

the RECIPIENT.	
30. The SUPPLIER makes no representation or warranty of any kind, either express or implied, as to the identity, safety, merchantability or fitness for any particular purpose of the MATENAL, its progeny or derivatives, or as to the accuracy or reliability of any Data supplied.	30. ＜提供者＞は、＜素材＞、その子孫あるいは派生物の同一性、安全性、市場価値、あらゆる利用目的への適合性、あるいは提供されたあらゆるデータの信頼性や正確性について、明示または黙示のいかなる保証も行わない。
31. The SUPPLIER is not liable for failures in any molecular analysis (DNA extraction, PCR product, sequencing reaction, etc).	31. ＜提供者＞は、あらゆる分子解析（DNA 抽出や PCR 産物、シークエンス反応など）における失敗については責任を負わない。
Transport of MATERIAL 32. The RECIPIENT shall take all appropriate and necessary measures to import the MATERIAL in accordance with relevant laws and regulations and to contain the MATERIAL, its progeny or derivatives so as to prevent the release of invasive alien species;	＜素材＞の運搬について 32. ＜受領者＞は、＜素材＞の輸入に際して、また侵略性のある外来生物の流出を防ぐために、＜素材＞あるいはその子孫や派生物を収容するのに際して、関連法規に従ってあらゆる適切かつ必要な手段を講じなければならない。
33. The RECIPIENT is responsible for ensuring that all permits required for the RECIPIENT to receive its order are obtained and that sufficient proof of such permits can be provided to the SUPPLIER if requested.	33. ＜受領者＞は、許可命令を得るために必要なすべての許可書を入手していること、及び、許可書に対する十分な証拠を、要請があれば＜提供者＞に提供できるよう確実にすることに責任を持っている。
Agreement 34. Neither party may assign or otherwise transfer this AGREEMENT and the rights acquired hereunder without the written consent of the other party.	契約について 34. 両当事者とも、他方当事者の書面による同意なくして、本契約および以下の権利の譲渡または移転をすることはできない。また、許可を受けた譲受人は、本契約の条項に拘束されること

Any permitted assignee must agree in writing to be bound by the terms of this AGREEMENT.	について、書面にて同意しなければならない。
35. Each party will ensure that its officers, employees and agents comply with the obligations imposed on it by this AGREEMENT as if personally bound by those obligations.	35. いずれの当事者も、職員や従業員、代理人は、本契約によって課された義務について、個人的に拘束されるのと同様に遵守するものとする。
36. This AGREEMENT will terminate on the earliest of the following dates: a. on completion of RECIPIENT's current research with the MATERIAL; or b. on thirty (30) days written notice by either party to the other; or c. on the predetermined closure of the loan [date: / /].	36. 本契約は、以下の最も早い日時で終了するものとする。 a. ＜受領者＞が、＜素材＞についての現在の研究を完了したとき b. 一方当事者が書面で通知した 30 日後 あるいは c. 貸付けの終了する既定日時（____年__月__日）
37. If termination occurs under 36(a), the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the SUPPLIER, return or destroy any remaining MATERIAL. The RECIPIENT will also either destroy the DERIVATIVES or remain bound by the terms of this AGREEMENT as they apply to DERIVATIVES.	37. 36(a)のもとで契約を終了するときは、＜受領者＞は＜素材＞の利用を中止し、＜提供者＞の指示に従って、残った＜素材＞を返却または破壊する。本契約は＜素材＞の派生物にも適用されるため、＜受領者＞は派生物についても契約条項に従って破壊するか又は残すこととする。
38. In the event that the SUPPLIER terminates this AGREEMENT under 36(b), Other than for breach of this AGREEMENT or for cause such as an imminent health risk or patent infringement, the SUPPLIER will defer the effective date of	38. 36(b)のもとで＜提供者＞が契約を終了させる場合は、契約の不履行や差し迫った健康リスク、特許侵害等に係る場合以外は、＜提供者＞は＜受領者＞の要求により、進行中の研究を完成させるために、契約終了日を 1 年まで延長するものとする。契約終了日、又

termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the SUPPLER, return or destroy any remaining NIATERJAL The RECIPIENT, at its discretion, also win either destroy the DERIVATIVES or remain bound by terms of this AGREEMENT as they apply to DERIVATIVES.	は要求により延長された終了日には、＜受領者＞は＜素材＞の利用を中止し、＜提供者＞の指示に従って、残った＜素材＞を返却または破壊する。本契約は＜素材＞の派生物にも適用されるため、＜受領者＞は派生物についても契約条項に従って、任意に破壊する又は残すこととする。
39. The expiration or termination of this AGREEMENT, shall not affect the obligations contained in this AGREEMENT.	39. 本契約が満了や終了した場合でも、本契約の定める義務は影響を受けるべきではない。
40 This AGREEMENT is governed by and shall be construed in accordance with the law of [country of SUPPLIER]	40. 本契約は、[＜提供者＞の国]の法によって支配され、また解釈されなければならない。

グローバルゲノム生物多様性ネットワーク（GGCN）管理権移転を伴わない標準素材移転契約

グローバルゲノム生物多様性ネットワーク（GGCN）管理権移転を伴わない標準素材移転契約

Global Genome Biodiversity Network Standard Material Transfer Agreement for provision of Genomic Samples with no Change in ownership（管理権の移転のないサンプルの場合）

（ABS 学術対策チーム仮訳）

Preamble This AGREEMENT is for temporary transfer of genomic MATERIAL or tissues for genomic analyses between members of the Global Genome Biodiversity Network (GGBN), with no change in ownership/permanent custodianship. At the end of the AGREEMENT the MATERIAL will [have been consumed/will returned](delete as necessary).	序文 本契約は、ゲノム解析のためのゲノム＜素材＞や組織を、その所有権／恒久的な管理権を移転させることなく、GGBN のメンバー間で一時的に移転させるためのものである。契約終了時には、当該＜素材＞は[消費されている／返還されるものとする]（必要に応じて削除）。
2. GGBN's activities are guided by the Convention Biological Diversity (CBD) and the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (ABS). MATERIAL is transferred between partners on the condition that Users agree to use samples & data in compliance with international laws and conventions. This AGREEMENT is designed to promote scientific research and exchange, whilst recognizing the terms on which the SUPPLIER acquired the MATERIAL The SUPPLIER reserves the right not to supply any MATERIAL if	2. GGBN の活動は、生物多様性条約、および生物の多様性に関する条約の遺伝資源の取得の機会及びその利用から生ずる利益の公正かつ衡平な配分（ABS）に関する名古屋議定書に従うものとする。両当事者間での＜素材＞の移転は、利用者が国際法や協定を遵守してのサンプル及びデータの利用に同意する、という条件のもとで行われる。本契約は、科学研究や＜素材＞交換を促進する目的で定められ、また同時に、＜提供者＞が＜素材＞を入手した時の契約条件を認識するように定められている。獲得した＜素材＞につき、＜提供者＞は、もし当該提供が＜素材

such supply would be contrary to any terms attached to the MATERIAL and/or is not consistent with provisions of the CBD.	＞に付随する契約条件に反している場合、かつ／または生物多様性条約の規定に一致しない場合には、提供を拒否する権利を保持している。
3. Definitions of terms are provided in the Annex to this AGREEMENT. Parties to AGREEMENT SUPPLIER: RECIPIENT Institution: RECPIENT Scientist:	3.用語の定義は、本契約の附属書にて定める。 本契約の当事者 ＜提供者＞ ＜受領研究機関＞ ＜受領研究者＞
4. The SUPPLIER will supply the specimens or sample listed on the attached to this AGREEMENT (“MATERIAL”) subject to the following terms and conditions:	4. ＜提供者＞は、本契約添付のリスト（＜素材＞）に掲載されたサンプルや標本を、以下の契約条件に従って提供する：
Ownership of MATERIAL and relevant information 5. The SUPPLIER warrants that it is not aware of third party right in the MATERIAL that would preclude it from supplying the MATERIAL to the RECIPIENT in accordance with this AGREEMENT.	＜素材＞の所有権および関連情報について 5. ＜提供者＞は、本契約に基づく＜受領者＞への提供を妨げるような第三者の権利が＜素材＞に存在するかについて認識していないことを保証する。
6. The MATERIAL remains the property of the SUPPLIER (subject to conditions set out in Mutually Agreed Terms with the Country of Origin).	6. ＜素材＞の所有権は、＜提供者＞に残るものとする（原産国と相互に同意する条件（MAT）において提示された条件に従う）
7. Nothing in this AGREEMENT shall or may be construed as granting the RECIPIENT any light or license to the MATERIAL for any use other than the purpose described herein.	7. 本契約に記載された以外の目的において、＜素材＞に関する権利を＜受領者＞に認めるというような契約解釈は認められないか、または解釈できない。
8. The SUPPLIER shall be free, at its sole	8. ＜提供者＞は、その裁量により、他

discretion, to distribute the MATERIAL to others for any use and to use the MATERIAL for its own purposes.	者に対しあらゆるしよう利用目的で＜素材＞を自由に頒布することができ、また自らも自由に利用することができる。
9. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent or patent application. The SUPPLIER makes no representation or warranty that the use of the MATERIAL will not infringe any third party patent or other proprietary right.	9. ＜受領者＞は、当該＜素材＞が特許や特許出願の対象となる／なりうることを認識する。＜提供者＞は、＜素材＞の利用が第三者の特許権やその他の所有権を侵害しないだろうという明示又は保証は行わない。
10. Unless otherwise indicated, copyright in all information or data (“Data”) supplied with the MATERIAL is owned by the SUPPLIER, The RECIPIENT may use these data on condition that they are used solely for scholarly, education or research purposes; that they are not use for commercial purposes; and that the RECIPIENT always acknowledges the source of the Data with the words “With the permission of [SUPPLIER]” ;	10. 特に指示のない限り、＜素材＞とともに提供されたすべての情報やデータ（Data という）の著作権は、＜提供者＞に帰属する。 ＜受領者＞は、これらのデータを、「学術、教育、調査目的のみに利用」、「商業利用はしない」、「データの出所について、必ず『＜提供者＞の許可による』と示す」という条件のもとで利用することができる。
11. Data/ metadata should not be modified in publications without permission from the SUPPLIER	11. データ／メタデータ（データに付随する情報）は、＜提供者＞の許可なく出版に際し改変してはならない。
12. The MATERIAL may not be transferred wholly or partially by the RECIPIENT to third parties, without prior written authorization from the SUPPLIER.	12. ＜提供者＞からの書面による事前の許可なくして、＜素材＞の全部または一部を＜受領者＞から第三者へ譲渡することはできない。
13. Relevant documentation, including Access Permits, Mutually Agreed terms with the Country of Origin, reference number of the Internationally-recognized Certificate of Compliance, and	13. アクセス許可、原産国と相互に同意する条件（MAT)、国際的に公認された遵法証明書の参照番号、原産国に情報提供された確認書（必要であれば相互に合意する条件（MAT）のもとで）

confirmation that the Country of Origin has been informed (if necessary under MAT), is annexed to this document if relevant to the MATERIAL, and forms part of the AGREEMENT.	などを含む関連書類は、＜素材＞に関連するものは本契約書の附属文書として添付し、本契約の一部とする。
14. The RECIPIENT shall maintain retrievable records linking the MATERIAL to these terms of acquisition and to any accompanying Data provided by the SUPPLIER	14. ＜受領者＞は、＜素材＞に関する取得条件や、＜提供者＞に提供されたあらゆる関連データについて、検索可能な記録を整備しなければならない。
Use of MATERIAL 15. The RECIPIENT may only use the MATERIAL and its derivatives for non-commercial purposes in scientific research, education, and conservation; the RECIPIENT shall not sell, distribute or use for profit or any other commercial application the MATERIAL, its derivatives or results obtained from analysis.	＜素材＞の利用について 15. ＜受領者＞は、＜素材＞及びその派生物を、科学的な研究、教育、保存という非商業目的のみにおいて利用できる。 ＜受領者＞は、＜素材＞および＜素材＞から派生物や分析結果について、営利目的で販売、頒布、利用、その他いかなる商用利用をも行ってはならない。
16. The RECIPIENT will provide the SUPPLIER with all publications of research on the sample prior to their publication.	16. ＜受領者＞は、サンプルの研究に関するすべての出版物を、出版に先立ち＜提供者＞に提供するものとする。
Benefit-sharing 17. The RECIPIENT shall share fairly and equitably the benefits arising from their utilization of the MATERIAL, its progeny or derivatives in accordance with the CBD. A non-exhaustive list of non-monetary and monetary benefits is given at Appendix II to the Bonn Guidelines[3] and the Annex to the Nagoya Protocol[4].	利益の配分 17. ＜受領者＞は、＜素材＞の利用から生じた利益や＜素材＞の子孫あるいは派生物を、生物多様性条約に従って公正かつ衡平に配分するものとする。金銭的および非金銭的な利益については、網羅的なリストではないが、ボンガイドラインの付録Ⅱ、名古屋議定書の附属書に示されている。
18. The RECIPIENT will contact the SUPPLIER to request prior permission	18. ＜受領者＞は、本契約に定めのない活動を行う時は、＜提供者＞に対し

from the SUPPLIER or, where required by the SUPPLIER, from the PROVIDING COUNTRY / COUNTRY OF ORIGIN of the MATERIAL to the SUPPLIER, for any activities not covered under the terms of this AGREEMENT.	て、あるいは＜提供者＞の求めに応じて、＜提供者＞に提供された＜素材＞の提供国／原産国の事前の許可を得ることとする。
19. The RECIPIENT will provide the SUPPLIER with copies of any records of the MATERIAL caused to be made by RECIPIENT in electronic format, when appropriate. The RECIPIENT will also provide the SUPPLIER with copies of the publications resulting from the utilization.	19. ＜受領者＞は、＜提供者＞に対し、＜受領者＞の作成した＜素材＞に関するあらゆる記録のコピーを、必要に応じて電子媒体にて提供する。また、＜受領者＞は＜提供者＞に対し、＜素材＞の利用によって発行された出版物のコピーも提供する。
20. The RECIPIENT shall acknowledge the SUPPLIER as the source of the MATERIAL in all written and electronic publications and reports.	20. ＜受領者＞は、すべての書面および電子的な出版物や報告書において、＜素材＞の提供者として＜提供者＞へ謝辞を述べることとする。
21. The RECIPIENT must register sequence data with GenBank/EMBL/DDBJ and provide the SUPPLIER with a list of such deposits including reference numbers. Any data sent to GenBank/EMBL/DDBJ should be linked to the original specimen and accession or similar unique identifier used by the SUPPLIER.	21. ＜受領者＞は、遺伝子配列データを GenBank/EMBL/DDBJ に登録し、登録リストを参照番号とともに＜提供者＞に提供しなければならない。GenBank/EMBL/DDBJ に送られたデータは、どれもオリジナルの標本および＜提供者＞が使用するアクセス番号または類似の特有の識別名に関連付けされなければならない。
22. The RECIPIENT agrees to acknowledge the Country of Origin as the source of the MATERIAL in any and all publications applications arising from its utilization.	22. ＜受領者＞は、＜素材＞の利用によってなされるすべての出版公表において、＜素材＞の出所として原産国に謝辞に述べることを同意したものとする。
23. The RECIPIENT agrees to acknowledge the Country of Origin as the source of the MATERIAL in any and all patent applications arising from its	23. ＜受領者＞は、＜素材＞の利用によってなされる特許出願において、＜素材＞の出所として原産国に謝辞に述べることを同意したものとする。

utilization.	
Risks and Warranties 24. The RECIPIENT declares that within their laboratory: a. access to the MATERIAL will be restricted to personnel capable and qualified to safely handle said MATERIAL and b. The RECIPIENT shall exercise the necessary care, taking into account the specific characteristics of the MATERIAL, to take the appropriate precautions to minimize any risk of harm to persons and property and to safeguard it from theft or misuse.	リスクと保証について 24. ＜受領者＞は、以下について明示しなければならない。 a. 研究室内での＜素材＞へのアクセスは、当該＜素材＞の安全な取扱いが可能で適格な人員にのみ限定される。また、 b. ＜受領者＞は、研究室内において、人体や財産への危害のリスクを最小化し、盗難や誤用を防ぐ適切な予防措置を採るために、＜素材＞の特性を考慮した必要な管理を実施しなければならない。
25. The RECIPIENT is solely responsible for safe receipt, use, storage and disposal.	25. 安全な受領、利用、保管および廃棄については、＜受領者＞のみが責任を負うものとする。
26. The RECIPIENT acknowledges that the risks represented by any organisms received from the SUPPLIER should be assessed on the basis of intended use and the experience of the workers exposed to them, and that under certain circumstances organisms normally considered non-pathogens may cause disease.	26. ＜提供者＞から受領したあらゆる生物に関して、その用途及びそれらに接触した研究者の経験にもとづきリスク評価をするべきであること、また通常は非病原体とされている生物が一定の状況下では病気を引き起こす可能性もあることなどについて、＜受領者＞は認識するものとする。
27. The RECIPIENT agrees that any handling or other activity undertaken in their premises with the MATERIAL will be conducted in compliance with all applicable laws and regulations.	27. ＜提供者＞は、自らの建物内で行われる＜素材＞の取扱い及び他の活動すべてを、関連法規に従って行うことに同意するものとする。

28. The RECIPIENT acknowledges that it uses the MATERIAL and its derivatives and exercises its rights under this AGREEMENT at its own risk.	28. ＜受領者＞は、＜素材＞及びその派生物の利用や権利行使について、本契約のもとで自らの責任において行う事を認める。
29. The RECIPIENT indemnifies the SUPPLIER, its officers, employees and agents ('those indemnified') against all expenses, losses, damages and costs (including legal costs on a full indemnity basis) incurred by or awarded against those indemnified arising out of a claim by any person in relation to: a. RECIPIENT's use of the MATERLAL and its derivatives, and any other exercise of rights under this AGREEMENT; and b. breach of this AGREEMENT by the RECIPIENT.	29. ＜受領者＞は、＜提供者＞およびその職員や従業員、代理人（「被賠償者」ら）に対し、下記項目（a 及び b）に関連して被った、すべての出費、損失、損害、費用（訴訟費用の全額補償も含む）について、被賠償者のいかなる人物からの主張によっても、損害賠償の責を負うものとする。 a. ＜素材＞及びその派生物の、＜受領者＞による利用や、本契約に基づくあらゆる権利行使 b. ＜受領者＞による契約不履行
30. The SUPPLIER makes no representation or warranty of any kind, either express or implied, as to the identity, safety, merchantability or fitness for any particular purpose of the MATENAL, its progeny or derivatives, or as to the accuracy or reliability of any Data supplied.	30. ＜提供者＞は、＜素材＞の同一性、安全性、市場価値、あらゆる利用目的への適合性、その子孫あるいは派生物、あるいは提供されたデータの信頼性や正確性について、明示または黙示のいかなる保証も行わない。
31. The SUPPLIER is not liable for failures in any molecular analysis (DNA extraction, PCR product, sequencing reaction, etc).	31. ＜提供者＞は、あらゆる分子解析（DNA 抽出や PCR 産物、シークエンス反応など）における失敗については責任を負わない。
Transport of MATERIAL 32. The RECIPIENT shall take all appropriate and necessary measures to import the MATERIAL in accordance with relevant laws and regulations and to	＜素材＞の運搬について 32. ＜受領者＞は、＜素材＞の輸入に際して、また侵略性のある外来生物の流出を防ぐために、＜素材＞あるいはその子孫や派生物を収容するのに際し

contain　the MATERIAL, its progeny or derivatives so as to prevent the release of invasive alien species;	て、関連法規に従ってあらゆる適切かつ必要な手段を講じるものとする。
33. The RECIPIENT is responsible for ensuring that all permits required for the RECIPIENT to receive its order are obtained and that sufficient proof of such permits can be provided to the SUPPLIER if requested.	33. ＜受領者＞は、許可を受け取るために＜受領者＞が必要な許可をすべて有していること、及び、許可を有することの十分な証拠を、要請があれば＜提供者＞から受け取ることができるよう、責任を持って保証しなければならない。
Agreement 34. Neither party may assign or otherwise transfer this AGREEMENT and the rights acquired hereunder without the written consent of the other party. Any permitted assignee must agree in writing to be bound by the terms of this AGREEMENT.	契約について 34. 両当事者とも、他方当事者の書面による同意なくして、本契約および以下の権利の譲渡または移転をすることはできない。また、許可を受けた譲受人は、本契約の条項に拘束されることについて、書面にて同意しなければならない。
35. Each party will ensure that its officers, employees and agents comply with the obligations imposed on it by this AGREEMENT as if personally bound by those obligations.	35.いずれの当事者も、職員や従業員、代理人は、本契約によって課された義務について、個人的に拘束されるのと同様に遵守するものとする。
36. This AGREEMENT will terminate on the earliest of the following dates: a.　on completion of RECIPIENT's current research with the MATERIAL; or b.　on thirty (30) days written notice by either party to the other; or c.　on the predetermined closure of the loan [date:　/　/　].	36. 本契約は、以下の最も早い日時で終了するものとする。 a. ＜受領者＞が、＜素材＞についての現在の研究を完了したとき b. 一方当事者が書面で通知した 30 日後　あるいは c. 貸付けの終了する既定日時（____年__月__日）

37. If termination occurs under 36(a), the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the SUPPLIER, return or destroy any remaining MATERIAL. The RECIPIENT will also either destroy the DERIVATIVES or remain bound by the terms of this AGREEMENT as they apply to DERIVATIVES.	37. 36(a)のもとで契約を終了するときは、＜受領者＞は＜素材＞の利用を中止し、＜提供者＞の指示に従って、残った＜素材＞を返却または破壊する。本契約は＜素材＞の派生物にも適用されるため、＜受領者＞は派生物についても契約条項に従って破壊するか又は残すこととする。
38. In the event that the SUPPLIER terminates this AGREEMENT under 36(b), other than for breach of this AGREEMENT or for cause such as an imminent health risk or patent infringement, the SUPPLIER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the SUPPLER ,return or destroy any remaining NIATERJAL. The RECIPIENT, at its discretion, also win either destroy the DERIVATIVES or remain bound by terms of this AGREEMENT as they apply to DERIVATIVES.	38. 36(b)のもとで＜提供者＞が契約を終了させるときは、契約の不履行や差し迫った健康リスク、特許侵害等に係る場合以外は、＜提供者＞は＜受領者＞の要求により、進行中の研究を完成させるために、契約終了日を１年まで延長するものとする。契約終了日、又は要求により延長された終了日には、＜受領者＞は＜素材＞の利用を中止し、＜提供者＞の指示に従って、残った＜素材＞を返却または破壊する。本契約は＜素材＞の派生物にも適用されるため、＜受領者＞は派生物についても契約条項に従って、任意に破壊する又は残すこととする。
39. The expiration or termination of this AGREEMENT, shall not affect the obligations contained in this AGREEMENT. 40. This AGREEMENT is governed by and shall be construed in accordance with the law of [country of SUPPLIER]	39. 本契約が満了や終了したとしても、本契約の定める義務は影響を受けない。 40. 本契約は、[＜提供者＞の国]の法によって支配され、また解釈されなければならない。

国際昆虫生理生態センター（ICIPE）生物資源伝統的知識移転契約

Agreement drafted by the International Centre of Insect Physiology and Ecology (ICIPE) for the transfer of Biological Material and/or Related Information, 2000

背景

Subject matter　　Biological Material and/or Related Information.

Summary of use(s) To be completed on a case by case basis in the body of the Agreement itself: see Clause 1. Any activities not expressly authorized shall be expressly prohibited. These include: transfer to third parties; activities aimed at commercialisation; or the claiming of rights of any kind over the biological material and/or related information not specifically addressed by the Agreement.

Purpose or background　　ICIPE was constituted as a centre of excellence in insect science research with full international legal status and mandate as an autonomous, non-profit making, research and training institute. The purpose of the model agreement is to clarify the terms of transfer of Biological Material and/or Related Information from the ICIPE to any other institution.

契約本文

This Memorandum of Agreement is made this _____day of _____ 20__ between the International Centre of Insect Physiology and Ecology (hereinafter referred to as "ICIPE") of the one part and _____ (hereinafter referred to as "the Receiving Party"), of the other part.

Whereas ICIPE desires to provide the biological material and/or related information detailed hereunder on the terms and conditions hereinafter set forth, and

Whereas the Receiving Party is ready and willing to accept the biological material and/or related information on the said terms and conditions,

Now therefore the Parties hereby agree as follows:

1. Scope of Agreement

(a) This Agreement covers the following biological material, related information and/or activities as these may be supplemented by any annex to this Agreement that is duly signed by the Parties hereto:

_____

_____

_____

_____

_____

(b) Any activities involving the biological material and/or related information that are not expressly authorised by the provisions of this Agreement and any annexes hereto shall be considered as expressly prohibited. This shall be understood so as to include, but not be limited to, any activities involving transfer to third parties, activities aimed at commercialisation or the claiming of rights of any kind over biological material and/or related information not specifically addressed by this Agreement.

2. Maintenance of Ownership and Rights by ICIPE

(a) ICIPE maintains ownership and all rights to the biological material and/or related information covered by this Agreement, understood so as to include ownership and rights to any derivatives thereof and information developed as a direct result of the provision of biological material and/or related information.

(b) The terms and conditions of this Article shall be subject to any express written agreement to the contrary that shall be attached as an annex hereto.

(c) The terms and conditions of this Article shall be subject to any third party ownership or possession of rights to the biological material and/or related information that is the subject of this Agreement. Where such third party rights exist, they shall be detailed in the annex to this Agreement along with evidence of ICIPE's legal authority to execute this Agreement.

3. Rights and Obligations

(a) The rights and obligations of the Parties are strictly limited to the terms and conditions of the Agreement. Accordingly, the Parties shall not be entitled to any benefit, payment, subsidy, compensation or entitlement

except as expressly provided in this Agreement.

(b) The Receiving Party shall be solely liable for claims by third parties arising from the Receiving Party's own willful or negligent acts or omissions in the course of performing this Agreement, and under no circumstances shall ICIPE be held responsible for any such claims by third parties.

4. Consideration

(a) The Receiving Party's use of the biological material and/or related information for the purposes stipulated in this Agreement shall constitute consideration provided by ICIPE.

(b) The Receiving Party shall be considered to have provided adequate consideration by either of the following actions, unless expressly stated to the contrary in this Agreement or any annexes hereto:

(i) Providing ICIPE with rights to or rights of access to the results of any research involving the biological material and/or related information undertaken by the Receiving Party, subject to Article 1 and any annexes hereto; or,

(ii) placing the results of any research involving the biological material and/or related information undertaken by the Receiving Party, subject to Article 1 and any annexes hereto into the public domain to the satisfaction of ICIPE.

5. The ICIPE Intellectual Property Policy

(a) Except as may be explicitly provided for to the contrary, in this Agreement or any annexes hereto, this Agreement shall be subject to the terms and conditions of the ICIPE Intellectual Property Policy 2000,

(b) the Parties hereby certify that they have read and understood the provisions of the ICIPE Intellectual Property Policy 2000.

6. Duration

(a) Where relating to biological material, this Agreement shall remain in force until the said biological material, and any derivatives and/or related information thereof, is returned to the satisfaction of ICIPE,

(b) where relating to information related to biological material, this Agreement shall be subject to any associated rights, such as copyright or trade secrets, which might be attached thereto,

(c) this Agreement may be replaced at any time by a subsequent agreement between the Parties.

7. Amendment or Variation of Agreement

Notwithstanding anything to the contrary contained in this Agreement, or any annexes hereto, this Agreement may be amended or varied to the extent mutually agreed by and between the parties hereto. Such agreement shall be stated expressly in writing and attached as an annex hereto.

8. Termination of Agreement

(a) This Agreement may be terminated by either Party at any time subject to the terms and conditions of Article 6 herein,

(b) in the event of the termination of this Agreement by either Party, such Party shall notify the other Party in writing, including details for such termination as are required to fulfil the terms and conditions of Article 6 herein.

9. Dispute Resolution

(a) The Parties agree to make good faith attempts to negotiate the resolution of disputes arising pursuant to this Agreement,

(b) where the Parties are unable to resolve any dispute arising pursuant to this Agreement within a period of three months, such dispute shall be resolved according to the terms and conditions of the ICIPE Charter.

10. Immunities and Privileges

Nothing in this Agreement shall be understood or construed so as to constitute a waiver of ICIPE's immunities and privileges as provided for under the ICIPE Charter or the ICIPE's Headquarters Agreement with the Government of Kenya.

In witness whereof, the Parties thereto have executed this Agreement.

_____	_____
For and on behalf of ICIPE	For and on behalf of the Receiving Party
(Signature)	(Signature)
Name:	Name:
_____	_____
_	_
Print name	Print name
Date:	Date:
_____	_____
Witness:	
_____	
(Signature)	
	Organisation:
Name:	_____
_____	_____
Print Name	___
Address:	Position in Organisation:
_____	_____
_____	_____
_____	_____
_____	_____
Date:	Address of Organisation:
_____	_____
_____	_____
_____	_____
_____	_____
	Fax:
_____	_____
_____	Tel:

_____

E-mail:

_____ _____

Witness:

_____

_____ (Signature)

Name:

_____

_____ Print name

Address:

_____ _____

_____ _____

_____ _____

Date:

_____ _____

WHO インフルエンザ GISRS 内標準素材移転契約（SMTA1）

WHO's Standard Material Transfer Agreements SMTA 1 Standard Material Transfer Agreement within the WHO GISRS (SMTA 1)

In furtherance of the Pandemic Influenza Preparedness Framework for the sharing of influenza viruses and access to vaccines and other benefits (the "Framework"), this Standard Material Transfer Agreement ("Agreement" or "SMTA 1") has been developed.

Article 1. Parties to the Agreement

1.1 Parties to SMTA 1 are limited to influenza laboratories that have been designated or recognized by WHO and have accepted to work under agreed WHO terms of reference. In this Agreement: The Provider is the laboratory sending Materials, as herein defined, (name and address of the provider or providing institution, designation of the laboratory (i.e. whether NIC/WHO CC/H5RL/ERL/other authorized laboratory), name of authorized official, contact information for authorized official) (hereinafter referred to as "the Provider")[14]

and

The Recipient is the laboratory receiving Materials, as herein defined, (name and address of the recipient or recipient institution, designation of the laboratory (i.e. whether NIC/WHO CC/H5RL/ERL/other authorized laboratory), name of authorized official, contact information for authorized official) (hereinafter referred to as "the Recipient")[15]

1.2 Provider and Recipient are hereafter collectively referred to as "Parties".

[14] To be completed if signature is required pursuant to Article 11 below.

[15] To be completed if signature is required pursuant to Article 11 below.

Article 2. Subject Matter of the Agreement

PIP biological materials as defined in Section 4.1 of the Framework (hereinafter "Materials") transferred from the Provider to the Recipient are subject to the provisions of this Agreement.

Article 3. General Provisions

The Provider or recipient will consider support to the strengthening of the laboratory and surveillance capacity of the networks of developing countries.

Article 4. Rights and Obligations of the Provider

4.1 The Provider undertakes the following with respect to the Materials:

4.1.1. To comply with its respective WHO GISRS terms of reference.

4.1.2. To ensure that the Materials are handled in accordance with applicable WHO guidelines and national bio-safety standards.[16]

4.2. The Provider agrees to the onward transfer and use of the Materials, to all members of the WHO GISRS, on the same terms and conditions as those provided in SMTA 1.

4.3 The Provider consents to the onward transfer and use of the Materials to entities outside the WHO GISRS on the condition that the prospective recipient has concluded an SMTA 2.

---

[16] "WHO Guidance on Regulations for the Transport of Infectious Substances". Document WHO/CDS/EPR/2007.2. Geneva, World Health Organization 2007 and "WHO Guidelines for the collection of human specimens for laboratory diagnosis of avian influenza infection". See http://www.who.int/csr/resources/publications/swineflu/storage_transport/en/index.html

4.4. The Provider shall inform the WHO of shipments of Materials to entities inside/outside the WHO GISRS by recording in the IVTM.

Article 5. Rights and Obligations of the Recipient

5.1 The Recipient undertakes the following with respect to the Materials:

5.1.1 To comply with its respective WHO GISRS terms of reference.

5.1.2. To ensure that the Materials are handled in accordance with applicable WHO guidelines and national bio-safety standards.

5.1.3. To inform WHO of shipments of Materials to entities inside/outside the WHO GISRS by recording in the IVTM

5.1.4 In the event of further transfers within the WHO GISRS, to do so in accordance with SMTA 1.

5.2. The Recipient shall actively seek the participation of scientists to the fullest extent possible from originating laboratories and other authorized laboratories, especially those from developing countries, in scientific projects associated with research on clinical specimens and/or influenza virus from their countries and actively engage them in preparation of manuscripts for presentation and publication.

5.3. The Recipient shall appropriately acknowledge in presentations and publications, the contributions of collaborators, including laboratories/countries providing clinical specimens or influenza virus with pandemic potential or reagents, using existing scientific guidelines.

Article 6. Intellectual Property Rights

6.1 Neither the Provider nor the Recipient should seek to obtain any intellectual property rights (IPRs) on the Materials.

6.2 The Provider and the Recipient acknowledge that any IPRs on the

Materials obtained before the date of adoption of the Framework by the World Health Assembly will not be affected by SMTA 1.

6.3 The Provider under SMTA 1 may have used technology protected by IPRs for the generation and/or modification of the Materials. Any recipient of such Materials acknowledges that such IPRs shall be respected.

Article 7. Dispute resolution

7.1. In the event of a dispute under SMTA 1, Parties concerned shall seek in the first instance to settle the dispute through negotiation or any other amicable means of their own choice. Failure to reach agreement shall not absolve the parties to the dispute from the responsibility of continuing to seek to resolve it.

7.2. In the event that the dispute is not settled by the means described under paragraph 1 of this Article, one of the Parties concerned may refer the dispute to the Director-General, who may seek advice of the Advisory Group with a view to settling it. The Director-General may make recommendations to the Parties regarding its resolution and shall report to the World Health Assembly on any such matters.

7.3. The Parties also acknowledge the role of the Director-General under the Framework, in particular 7.3.4.

Article 8. Warranty The Provider makes no warranties as to the safety of the Materials, or as to the accuracy or correctness of any data provided with them. Likewise, the provider does not make any warranties as to the quality, viability, or purity (genetic or mechanical) of the Materials being furnished. The Provider and the Recipient assume full responsibility for complying with their respective national biosecurity and biosafety regulations and rules as to import, export or release of biological materials.

Article 9. Duration of Agreement

This contractual agreement shall remain in force until December 31, 2021 and shall be automatically renewed until December 31, 2031 unless the World Health Assembly decides otherwise.

Article 10. Acceptance and Applicability

10.1.1 Recipients or Providers in the WHO GISRS at the time of the adoption of the Framework by the World Health Assembly: Acceptance by such laboratories of their WHO terms of reference, as contained in the Framework, constitutes acceptance of SMTA 1.

10.1.2 Recipients or Providers that join the WHO GISRS after adoption of the Framework by the World Health Assembly: Acceptance of designation or recognition by WHO to become a WHO GISRS laboratory will constitute acceptance of SMTA 1.

10.2. Applicability: SMTA 1 shall cease to be applicable only upon suspension or revocation of designation or recognition by WHO or upon formal withdrawal by the laboratory of its participation in the WHO GISRS or upon mutual agreement of the WHO and the laboratory. Such a suspension, revocation or withdrawal shall not relieve a laboratory of pre-existing obligations under SMTA 1.

Article 11. Signature

Further to Article 10 above entitled “Acceptance & Applicability”, unless either party requires this Agreement to be executed by signature of a printed document, no further evidence of acceptance is required

WHO インフルエンザ GISRS 外素材移転標準契約（SMTA2）

Standard Material Transfer Agreement outside WHO GISRS (SMTA 2)

Article 1. Parties to the Agreement

WHO and Recipient.[17]

Article 2. Subject matter of the Agreement

PIP biological materials as defined in Section 4.1 of the Framework (hereinafter "Materials") transferred to the Recipient are subject to the provisions of this Agreement.

Article 2. bis Definitions

(a) As provided for in Section 4 of the Pandemic Influenza Preparedness Framework for the sharing of influenza viruses and access to vaccines and other benefits.

(b) Other terms as agreed by the parties.

Article 3. Obligations of the Provider

To be agreed by the parties.

[17] Recipients are all entities that receive "PIP Biological Materials" from the WHO GISRS, such as influenza vaccine, diagnostic and pharmaceutical manufacturers, as well as biotechnology firms, research institutions and academic institutions. Each recipient shall select options based on its nature and capacities.

Article 4. Obligations of the Recipient

4.1 The recipient agrees to comply with the commitments selected below, in accordance with the terms set out in the Annex to this agreement.

4.1.1 The recipient shall comply with the commitments selected on a timetable determined by the WHO in consultation with the Advisory Group established by the PIP Framework and in coordination with the recipient, based on optimal pandemic preparedness and response considerations.

A. For manufacturers of vaccines and/or antivirals, the recipient shall commit to at least two of the following options:

A1. Donate at least 10% [18] of real time pandemic vaccine production to WHO

A2. Reserve at least 10%316 of real time pandemic vaccine production at affordable prices to WHO

A3. Donate at least X treatment courses of needed antiviral medicine for the pandemic to WHO

A4. Reserve at least X treatment courses of needed antiviral medicine for the pandemic at affordable prices

A5. Grant to manufacturers in developing countries licenses on mutually agreed terms that should be fair and reasonable including in respect of 314 Recipients are all entities that receive “PIP Biological Materials” from the WHO GISRS, such as influenza vaccine, diagnostic and pharmaceutical manufacturers, as well as biotechnology firms, research

[18] Recognizing that flexibility is important in negotiating with all manufacturers, in a range of 5-20%.

institutions and academic institutions. Each recipient shall select options based on its nature and capacities.[2] Recognizing that flexibility is important in negotiating with all manufacturers, in a range of 5-20%.[19] Recognizing that flexibility is important in negotiating with all manufacturers, in a range of 5–20%. affordable royalties, taking into account development levels in the country of end use of the products, on technology, know-how, products and processes for which it holds IPR for the production of (i) influenza vaccines, (ii) adjuvants, (iii) antivirals and/or (iv) diagnostics.

A6. Grant royalty free licenses to manufacturers in developing countries or grant to WHO royalty-free, non-exclusive licenses on IPR, which can be sublicensed, for the production of pandemic influenza vaccines, adjuvants, antivirals products and diagnostics needed in a pandemic. WHO may sublicense these licenses to manufacturers in developing countries on appropriate terms and conditions and in accordance with sound public health principles.

Where Option 5 or 6 is selected, the Recipient shall regularly provide to WHO information on granted licenses and the status of implementation of the licensing agreement. WHO shall provide such information to the Advisory Group.

B. Manufacturers of products relevant to pandemic influenza preparedness and response, that are not manufacturing vaccines or antivirals, shall commit to one of the following options: A5, A6, B1, B2, B3, B4.

B1. Donate to WHO at least X317 diagnostic kits needed for pandemics

[19] Recognizing that flexibility is important in negotiating with all manufacturers, in a range of 5–20%.

B2. Reserve for WHO at least X318 diagnostic kits needed for pandemics, at affordable prices

B3. Support, in coordination with WHO, the strengthening of influenza specific laboratory and surveillance capacity in developing countries

B4. Support, in coordination with WHO, transfer of technology, know-how and/or processes for pandemic influenza preparedness and response in developing countries

C. The recipient shall, in addition to the commitments selected under A or B above, consider contributing to the measures listed below, as appropriate:

- Donations of vaccines
- Donations pre-pandemic vaccines 1 2

- Donations of antivirals
- Donations of medical devices
- Donations of diagnostic kits
- Affordable pricing
- Transfer of technology and processes
- Granting of sublicenses to WHO
- Laboratory and surveillance capacity building.

4.2 The Recipient shall ensure that the PIP biological materials are handled in accordance with applicable WHO guidelines and national bio-safety standards.

4.3 If applicable, the Recipient shall appropriately acknowledge in

presentations and publications, the contributions of WHO laboratories providing the materials identified in Article 2, using existing scientific guidelines.[20] Recognizing that flexibility is important in negotiating with all manufacturers.[21] Recognizing that flexibility is important in negotiating with all manufacturers.

4.4 The recipient shall only further transfer the PIP biological materials if the prospective recipient has concluded an SMTA with the World Health Organization. Any such further transfer shall be reported to the World Health Organization. The Director-General may, under exceptional circumstances, allow the PIP biological materials to be transferred to a prospective recipient while requesting this aforementioned recipient to enter into an SMTA, and report to the "Advisory Group" accordingly.

4.5 The recipient may exchange PIP biological materials with any other holder of an SMTA concluded with the World Health Organization.

Article 5. Dispute Resolution

If a dispute cannot be resolved through negotiations or other non-binding means of the parties' choice, disputes shall be subject to binding arbitration on conditions that are mutually agreed by the parties.

Article 6. Liability and Indemnity

To be agreed by the parties.

Article 7. Privileges and Immunity

---

[20] Recognizing that flexibility is important in negotiating with all manufacturers.

[21] Recognizing that flexibility is important in negotiating with all manufacturers.

Nothing in or relating to these clauses shall imply the obligation of WHO to submit to any national legislation or jurisdiction, or be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

Article 8. Name and Emblem

To be agreed by the parties.

Article 9. Warranties

To be agreed by the parties

Article 10. Duration of Agreement

To be agreed by the parties.

Article 11. Termination

To be agreed by the parties.

Article 12. Force Majeure

To be agreed by the parties.

Article 13. Governing law

To be agreed by the parties.

Article 14. Signature and Acceptance

In WITNESS

Whereof, this Agreement has been duly executed by the parties.

SIGNED for and on behalf of WHO

Signature

Name Title

SIGNED for and on behalf of Recipient

Signature

Name Title

****

Annex To be agreed by the parties.

利用国側が提供する素材移転契約見本

スエーデン・ラオス簡便素材移転契約見本

スエーデン・ラオス簡便素材移転契約見本

Sample MTA	素材移転契約見本
This overall Material Transfer Agreement (MTA) will govern the exchange of selected biological material between the University of Nangijala and the University of Uppsala, jointly referred to below as the Parties. This MTA is based on a collaborative research contract between the parties and may be amended where any national laws or regulations require it, or upon the mutual agreement of the contracting Parties. It is understood that all exchange of biological material will be done strictly in accordance with the principles set out in the Convention on Biological Diversity.	物質移転契約（MTA）は、以下当事者である Nangijala 大学とウプサラ大学間の選択した生物材料の交換を規定する。この MTA は、国内法令に従い、あるいは契約当事者間の合意に基づいて修正可能であるが、両当事者間の共同研究契約に基づいている。生物材料の交換のすべて生物多様性条約の原則に従って厳密に行われることを理解しなければならない。
The Parties therefore agree to the following terms and conditions:	したがって、当事者は以下の条項に同意する。
1: Definitions Biological material means any material of a plant or animal, or microorganisms or other genetic resources or derivatives thereof. Provider means provider of biological material and may be the country providing a genetic resource collected	第１条　定義 生物材料とは、植物、動物、微生物、あるいはその他の遺伝資源やその派生物を意味する。 提供者とは、生物学的材料の提供者を意味し、域内起源あるいは域外起源で収集された遺伝資源の提供国そのもの

from in situ or ex situ sources, including populations of both wild and domesticated species, according to the principles of the Convention of Biological Diversity. Provider may also be an institution providing part of a plant or animal, or microorganisms or other genetic resources or derivatives thereof.	の場合もある。生物多様性条約の原則に従って、野生や家畜化された種の個体群を含む。提供者は、植物、動物、微生物や他の遺伝資源またはその派生物の一部を提供する施設の場合もある。
2: Designation of Implementing Agency Depending on the situation in the countries of the respective Parties, several options for the designation of implementing agency are possible:	第２条　実行機関の指定 それぞれの当事者の国の状況によって、実行機関の指定にいくつかの可能性がある：
2.1 University X hereby designates an authorized representative from Faculty Y as the competent University X representative for the purposes of this MTA. Such a representative should be at the level of Director/Dean/Chairperson, or be an appropriate representative. For clarification, it is agreed that the Faculty Y shall be responsible for ensuring that all national laws and procedures in force in Country U, relating to the exchange of biological material, are respected. Faculty Y shall make reasonable efforts to inform individual researchers/investigators of the national laws and procedures	2.1　X 大学は、Y 学部の権威ある代表者として、この MTA の目的のため、指名される。このような代表者は、学長/学部長/議長のレベルかそれに相当する代表者でなければならない。明確化のため、生物材料の交換に関わる、U 国で有効なすべての国内法および規則が尊重されることを、Y 学部が保証する責任を負うことが合意されている。Y 学部は、この契約に関連する国内法と規則について、個々 の研究者/調査者に知らせる合理的な努力をしなければならない。

relevant to this Agreement.	
2.2 If the University has not designated an authorized representative, the University is represented by the Head of the Administration, and the Administration shall be responsible for ensuring that all national laws and procedures in force in Country U relating to the exchange of biological material are respected. The Administration shall make reasonable efforts to inform individual researchers/investigators of the national laws and procedures relevant to this Agreement.	2.2　大学が権威ある代表者を指定していない場合は、大学行政の長によって代表される。大学行政は、生物材料の交換に関わる、U国で有効なすべての国内法および規則が尊重されることを保証する責任を負うことが合意されている。大学行政は、この契約に関連する国内法と規則について、個々 の研究者/調査者に知らせる合理的な努力をしなければならない。
3: Purpose The primary purpose of this Agreement is to provide a framework for the exchange of selected biological material for the purposes of research and education.	第 3 条　目的 本契約の本来の目的は、研究や教育目的に選択された生物材料の交換のための枠組みを作ることである。
4: Ownership 4.1 Biological material exchanged in accordance with this Agreement, including any material contained or incorporated in modifications, wherever located, shall at all times be the property of the provider and shall not be used by, or transferred to, third parties without the	第4条　所有権 4.1　修飾に用いられ含まれる任意の材料を含む、本契約に従い交換された生物材料は、常に、提供者の所有物である。生物多様性条約の原則に従い、所有者の　知識、同意、書面による承諾なくして、第三者に使用させたり移転したりしてはならない。本契約の下で移転された材料から派生した新しい

knowledge, consent, and written authorization of the provider in accordance with the principles in the Convention on Biological Diversity. The ownership of any new intellectual property derived from material transferred under this Agreement shall be governed by the terms described in Article 7 of this Agreement. For the purpose of this MTA, the provider is defined as the Department or the University that has provided the biological material as defined in each Implementing Letter of Agreement and also defined in Article 5 of this Agreement. [Note: In the absence of specific legislation vesting ownership of biological material held by research institutions, it is prudent to have it vested in the Faculty or University. The Faculty in both Parties' countries need to rigorously follow the developments in the emerging access legislation and respond to any legal developments accordingly.]	知的財産の所有権は、本契約第 7 条の条件によって規定される。本 MTA の目的のため、実施基本合意書あるいは本契約第 5 条で定義される生物材料を供給するものとして、学部や大学が供給者と規定される。 「注意：研究機関の保有する生物材料の所有権帰属に関する特定の法律がない場合は、学部または大学に帰属することが勧められる。両当事者国の学部は、アクセス法の動向に厳格に従う必要があるし、それに応じた法的発展に対応する。」
4.2 The Parties agree to refer to each other any requests for the use of material from third parties not defined under this MTA.	4.2　当事者が、本MTA の下で定義されていない第三者から材料利用要求に対してお互いに照会することに合意する。
5: Implementing Letter of	第5条　実施基本合意書

Agreement For all material to be exchanged or transferred under this Agreement, the Parties shall execute an Implementing Letter of Agreement (ILA), describing the nature of the material to be collected or transferred under this Agreement. Each ILA shall be concluded before any authorization for the transfer of material is granted. ILAs must contain the signatures of the relevant principal researchers that are providing and receiving the defined material in each ILA. The ILA must explicitly reference the rights and responsibilities of the Parties as defined by this MTA. [The purpose of this section is to avoid a situation in which an MTA would need to be concluded for every single exchange of material. The section will accurately define the nature of the material that is transferred under each MTA.]	本契約の下で、交換または移転されるすべての材料について、当事者は、本契約の下で収集されるかまたは移転される材料の性質を記載した実施基本合意書（ILA）を実施しなければならない。それぞれの実施基本合意書（ILA）は、材料移転が承認される前に締結しなければならない。実施基本合意書（ILA）は、定義された材料を供給する側と受け取る側の適切な研究者の署名を含んでいなければならない。実施基本合意書（ILA）は、本契約によって定義される当事者の権利と責任を明示的に示さなければならない。 「本セクションの目的は、全ての単一材料それぞれにMTAが必要になる状況を避けるためである。本セクションは、それぞれのMTAのもとで移転される物質の性質について正確に定義する。
6: Conditions relating to the use of biological material 6.1 The Parties agree that the material collected and transferred under this agreement is to be used for teaching and academic research purposes.	第6条　生物材料の利用に関する条件 6.1　本契約書の元で収集され移転される材料は、教育及び学術研究目的に利用されることに当事者は合意している。
6.2 It is agreed that any other	6.2　商業目的のための変更等を含

application or use of the material provided, including any modification thereof, for commercial purposes shall be allowed at the sole discretion of the provider. If either of the Parties wishes to use the material, or derivatives thereof, for purposes other than that described in Article 6.1 of this MTA, the authorization for such use shall be at the sole discretion of the providing institution as described in this MTA, and such authorization shall not be reasonably withheld.	む、提供された材料の他の応用または使用は、提供者の裁量によってのみ可能となることに合意した。本契約の第6.1に記載されている以外の目的で、材料やその派生物の利用をどちらかの当事者が希望する場合、そのような使用承認は、本契約に記載された提供国側研究所の裁量によってのみ可能である。そして、その承認は理由なく保留されてはならない。
6.3 Each of the Parties agrees to comply with the terms of this Agreement. This includes any scientists or any person(s) of either Party who may come to possess the material in the ordinary course of his/her business as an employee of the Parties. Such person(s) shall not make available the material or any part thereof, or related information to any person(s) or third parties other than those personnel under the Parties' immediate and direct control.	6.3　各当事者は本契約の条項に従うことに同意する。どちらかの当事者の従業員として通常業務を行う中で、材料を保有するかもしれないすべての科学者や職員も含まれている。このような人物は、その材料の一部や関連する情報を、当事者の直接の管理可能な人物以外の第三者やその他のものに利用させてはならない。
7: Intellectual Property Rights Any inventions that are derived in whole or in part from the biological	第7条　知的財産権 本MTA の下で移転された生物材料全体あるいは一部から得られたすべての

material transferred under this MTA shall be assigned in accordance with the relevant laws governing intellectual property. Each assignment shall (1) identify the provider of the material and (2) identify the country of origin of the material used in any commercialized product(s). The assignees of inventions of any commercialized product(s) shall negotiate a good faith, mutually acceptable agreement with the provider of the material, according to the principles set out in the Convention on Biological Diversity.	発明は、知的財産権を規制する関連する法律に従って与えられなければならない。知財権付与は、（１）材料の提供者の同定と、（２）商品化製品で使用される材料の起源の国の同定を行わなければならない。すべての商品化製品に関する発明の譲受人は、生物多様性条約で定められた原則に従って、誠意をもって、相互に受け入れられる契約を材料提供者と交渉しなければならない。
8: Publication Copyrighted publication generated from research exchanged under this agreement or extracted from biological material collected in the pursuance of this agreement shall not include any restrictions whatsoever regarding use of such publication by the Parties.	第8条　発表・出版 この契約の下で交換され、あるいは、本契約遂行の中で収集された生物材料から抽出された研究から生まれた、著作権で保護された出版は、当事者による発表のりように関して一切の制限を含むものであってはならない。
9: Duration of the Agreement This MTA shall be valid until the end of 2001, according to the BIO-EARN project contract. The agreement may be renewed for a new BIO-EARN Programme period (2002–2005) upon mutual agreement of the contracting Parties.	第9条　本契約期間 本MTAは、プロジェクト契約に従えば、ｘｘｘｘ年の終わりまで有効である。新たなプロジェクト契約のために、両当事者間の相互合意に基づき、本MTAは更新される。

10: Termination 10.1 Unless otherwise agreed, this MTA will terminate at the expiration of the present cooperation program. ・ The Parties shall remain bound to each other by the least restrictive terms applicable to the material obtained in the pursuance of the purposes of this Agreement, and any modifications thereof, in accordance with Article 7 of this Agreement. ・ The Parties will discontinue their use of the material and may destroy or return any remaining material to the country of origin. ・ If for any reason, either of the Parties wishes to terminate this Agreement before the completion of the research, each of the Parties agrees that it will to the other Party give written notice six months prior so as to enable the completion of ongoing research. Such written notice shall be provided to each representative of the Parties' signatory to this Agreement.	第10条　終了 10.1　他に合意していない限り、本MTAは、現在の共同研究プログラムが満了すれば終了する。 ・ 本契約の第7条に従い、目的の遂行で得られた材料や、その後の修飾に適用される制限条件はお互いに拘束されなければならない。 ・ 当事者は材料の利用をやめ、それを破壊するか提供国に残りの材料を返還する。 ・ どちらかの当事者が、この研究の完成前に、本契約を何らかの理由により、終了したいと考える場合、他の当事者に対して、研究を継続できるよう、6か月前の書面による通知を行うことに同意する。そのような書面による通知は、本契約の署名した代表者に届け出られなければならない。
10.2 Nothing in this Agreement shall be interpreted as having the effect of preventing or delaying the publication of research findings resulting from the use of the material or modification thereof.	10.2　材料の利用やその修飾によって生じる研究成果の出版を阻害したり、遅らせたりする効果を持つように、本契約を解釈してはならない。

11: Settlement of disputes 11.1 In the event that a dispute arises regarding the interpretation or application of the provisions of the Agreement, the Parties shall initially resolve their disputes in an amicable manner through consultations.	第11条　紛争解決 11.1　本契約の条項の解釈や適用に関して紛争が起こった場合、当事者は、コンサルタントを通じて友好的に紛争をまず解決しなければならない。
11.2 If the Parties fail to resolve their disputes amicably within a period of six months, they shall resort to arbitration.	11.2　6か月間以内に友好解決に失敗した場合、紛争は調停によって解決されるべきである。
11.3 Each Party shall nominate two arbitrators, and a fifth arbitrator shall be nominated by the United Nations Legal Affairs Office. The latter shall be the Chair of the Arbitral Tribunal. The decision of the arbitrators shall be final. Decision shall be passed by consensus. If consensus cannot be achieved, the decision shall be made by vote.	11.3　各当事者は2人の仲裁人を指名しなければならないし、国連法律事務が 5 番目の仲裁人を指名する。後者は仲裁裁判所の裁判長とする。仲裁人の決定は最終とする。決定は合意に基づいて渡される。合意が得られない場合は、決定は投票によって行われる。
12: Miscellaneous The Parties acknowledge that the biological material provided in pursuance of this Agreement may have characteristics that are unknown or difficult to determine and which may be potentially hazardous. Neither Party makes any warranties, express or implied, as to the safety, quality, viability, or purity of the material, or its	第12条　その他 当事者は、本契約の遂行で提供される生物材料の特性が不明か判断するが難しい性質を持っていて、潜在的に有害である可能性があることを認識している。いずれの当事者も、素材の安全性や品質、生存率、純度、または商品価値や特定目的への適合性に関して、いかなる保証、明示または黙示も与えない。

merchantability or fitness for any particular purpose.	
University/ Research Institute in the Nation concerned Name of University Full Address Authorized Officer Title Signature Date	
University in Sweden Name of University Full Address Authorized Officer Title Signature Date	

米国バイオインダストリー機関（BIO）標準素材移転契約

米国バイオインダストリー機関（BIO）標準素材移転契約

Model Material Transfer Agreement suggested by the Biotechnology Industry Organization (BIO)

背景

Subject matter Plant genetic resources

Summary of use(s) Use of Materials for the purposes numerated in the Bioprospecting Agreement and for the purposes described below. See Article 4.

Purpose or background This "Model Material Transfer Agreement" (Model) is intended to provide an outline for a transfer agreement that is consistent with the best practices set forth in the Guidelines. This Model may be incorporated into a Bioprospecting Agreement; it may be the basis for an transfer agreement entered into after the completion of collection activities undertaken pursuant to a Bioprospecting Agreement; or, it may take the place of a Bioprospecting Agreement when a BIO Member seeks a specific regulated genetic resource or a group of regulated genetic resources from an *ex situ* holding.

Contact details Biotechnology Industry Organization, 1201 Maryland Avenue, SW, Suite 900, Washington, DC 20024, 202.962.9200 (p), 202.488.6301 (f), info@bio.org

BIOTECHNOLOGY INDUSTRY ORGANIZATION Suggested Model Material Transfer Agreement

Introduction

The Biotechnology Industry Organization developed *Guidelines for BIO Members Engaging in Bioprospecting* (Guidelines) in 2005 to educate BIO Members about the relevant issues that could arise in the conduct of bioprospecting activities and to provide assistance to those Members seeking guidance.
(See www.bio.org/ip/international/200507guide.aspand www.bio.org/ip/inter

national/200507memo.asp)

These Guidelines envisioned that BIO Members would enter into a "Bioprospecting Agreement" before collecting physical samples of "regulated genetic resources" *in situ* or accessing such resources maintained *ex situ.* That Agreement would include the grant of prior informed consent as well as enumerate the terms and conditions governing the collection and use of the regulated genetic resources including benefit-sharing. Depending on the manner of collection, the Agreement could also include provisions that would transfer the collected physical samples of regulated genetic resources from the Providing Party to the BIO Member. Alternatively, a separate agreement to transfer the regulated genetic resources could be concluded after the physical samples were identified or collected.

At present, transfers of regulated genetic resources are not handled in a consistent manner or a comprehensive fashion within countries or at the international level. This leaves uncertainty as to what provisions should be included in a transfer agreement entered into by a BIO Member. This "Model Material Transfer Agreement" (Model) is intended to provide an outline for a transfer agreement that is consistent with the best practices set forth in the Guidelines. This Model may be incorporated into a Bioprospecting Agreement; it may be the basis for an transfer agreement entered into after the completion of collection activities undertaken pursuant to a Bioprospecting Agreement; or, it may take the place of a Bioprospecting Agreement when a BIO Member seeks a specific regulated genetic resource or a group of regulated genetic resources from an *ex situ* holding.[1]

This Model is intended to supplement and be considered in conjunction with those Guidelines. As such, it is designed only for use with "regulated genetic resources" as that term is used in paragraph I.B.2 of the Guidelines – essentially materials of non-human animal, plant or microbial origin that contain functional units of heredity and that are subject to the requirements of prior informed consent, *etc.* under the Convention on Biological Diversity.

It is recognized that in some instances it is beneficial to transfer "traditional knowledge" associated with a regulated genetic resource along with samples of the resource. While this version of the Model does not include provisions for the transfer of traditional knowledge, this Model could be expanded to transfer traditional knowledge. It should be noted that Part V of the

Guidelines entitled “Measures to Protect Interests and Rights of Indigenous and Local Communities” should be applied.

The terms used in the Model, including the commentaries, are intended to have the same meaning as they have in the Guidelines, unless specified otherwise.

As with the Guidelines, there is no legal obligation that attaches from membership in BIO to use the Model.

This Model is not intended to supplant national requirements that regulate the transfer of regulated genetic resources.

This Model is not intended to be a static document. It is envisioned that it will change over time as BIO Members gain more experience in this area. Comments on the contents of the Model are welcome.

1 BIO Members note that some use the term “material transfer agreement” to mean any contract to collect genetic resources, to transfer genetic resources, or to transfer traditional knowledge. BIO Members, however, use the term “material transfer agreement” to refer to a contract the primary purpose of which is to transfer possession of genetic resources. The term “bioprospecting agreement” is used for a contract the primary purpose of which is to collect genetic resources. The term “confidentiality agreement” is used for a contract the main purpose of which is to protect undisclosed information, such as traditional knowledge, that is transferred from one entity to another. These types of contracts may be merged into a single contract in appropriate circumstances.

米国バイオインダストリー機関（BIO）標準素材移転契約

Agreement between the [Transferor/s] and the [Transferee] Concerning the Transfer of [Certain Regulated Genetic Resources]

Preamble

Whereas:

[*Name of "Transferee" BIO Member]* is a [*company description, location,* etc.];

[*Name or names of the "Transferor(s)]* is a [*description of the Transferor(s), location(s),* etc.];

[The [Transferee] identified and/or collected physical samples of regulated genetic resources under the [Bioprospecting Agreement] with the [Transferor(s);]

The [Transferee] desires to take possession of certain [identified and/or collected] regulated genetic resources held by the [Transferor(s)]; and

The [Transferee] has informed the [Transferor(s)] about the intended uses of those regulated genetic resources for which possession is sought and about the identity and contact information of its lead researcher on these regulated genetic resources; and

The [Transferor(s)] consents to the transfer of possession to the [Transferee] for those uses based on the information provided by the [Transferee];

The [Transferor(s)] and the [Transferee] hereby agree as follows.

Commentary: If the Transferee or a Transferor is acting as an agent for another entity (or the Transferee is under an obligation to transfer the regulated genetic resources to another entity), the other entity should also be identified.

Clause three of the Preamble would only be included if there was a pre-existing Bioprospecting Agreement between the Transferor(s) and the Transferee.

The Transferor(s) would normally be a Providing Party that is defined in paragraph I.A.11 of the Guidelines as the entity that has legal authority to grant prior informed consent or authorization to access and use regulated genetic resources, and may include, inter alia, *an authority of the national*

government, an authority of a local government, an indigenous or local community or any combination of these entities. Also, a Transferor could be an agent of a Providing Party. If a Bioprospecting Agreement exists, it would normally list the Providing Parties. Additional Transferor(s) may be identified during the identification or collection of regulated genetic resources under that Agreement, however.

The Preamble notes that prior informed consent has been given for the "transfer" of the regulated genetic resources subject to the Agreement. A pre-existing Bioprospecting Agreement would indicate that prior informed consent was given for collection but may not specifically give prior informed consent for the transfer and use of regulated genetic materials. Part III of the Guidelines entitled "Prior Informed Consent" should be applied.

Article 1. Definitions

As used in this Agreement, the following terms shall have the meaning provided below.

[*"Bioprospecting Agreement"* means the written agreement between the [Transferor(s)] and the [Transferee] entitled "_____" and executed on _____, a copy of which is attached to this Agreement.]

"Genetic Resource(s)" means material of non-human animal, plant or microbial origin containing functional units of heredity.

"*The Parties"* means the [Transferor(s)] and the [Transferee].

Commentary: Definitions of terms used in the Commentaries may be found in Section I.A. of the Guidelines.

Article 2. Materials

The Material(s) that are subject to this Agreement are:

[*Identify the physical samples of the regulated genetic resources to be transferred.]*

Commentary: The identification of the Materials, for which physical samples will be transferred, should include as many of the following as possible:

1. The taxonomical identity of the Materials (If the taxonomical identity is not known, a description of the physical attributes of the Materials.);

2. Photographs, drawings, or other written means of describing the Materials;

3. The location from which the samples of the Materials have been obtained and any information provided by the Transferor(s) as to the geographical origin of the samples (e.g., country of origin); and

4. A sample of the specimen may be deposited in a facility that will maintain the integrity of the sample and permit future characterization of it. Such facilities would include "international depositary institutions" designated under the "Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure". Acceptable facilities are not limited to those international depositary institutions, however, and could include other facilities that are deemed suitable by the Transferor and the Transferee.

To the extent possible, identification of the Materials should be provided by the Transferor(s). In the alternative, the Transferee should work with the Transferor to develop an agreed upon means of identifying and describing the Materials. If a large number of Materials are to be transferred, descriptions of the materials may be placed in an annex. Alternatively, several transfer agreements may be used, particularly if Materials have different uses or are subject to different benefit-sharing arrangements.

Article 3. Transfer

3.1. The [Transferor(s)] shall transfer the samples of the Material(s) identified in Article 2 of this Agreement to the [Transferee] under the conditions specified in the following paragraphs.

3.2. [Conditions for the transfer of the samples, including number of samples, packaging, place and date of delivery, *etc.]*

3.3. The [Transferee] may not further transfer the samples of the Materials provided by the [Transferor(s)] and may not transfer genetic resources made using those samples to others except to:

3.3.1. Those for whom the [Transferee] is acting as agent, identified above, and who are bound by this Agreement;

3.3.2. Those who are authorized in writing to receive samples by the [Transferor(s)]; and

3.3.3. Successors in interest of the [Transferee] who are bound by this Agreement.

3.4. The [Transferee] shall maintain records concerning the handling, storage and physical movement of the samples and provide such records to [Transferor(s)].

Commentary: If the samples are to be removed from the country in which the transfer occurs, government permission may be required for export and/or import. If a government agency is the Transferor, it should be made clear whether it is authorized and/or grants permission to export. In any event, responsibility for obtaining authorization for export and import should be assigned. Similarly, government regulations may require specific procedures for handling the Materials. Responsibility for fulfilling these requirements should be assigned and all such requirements should be fulfilled.

Article 4. Use of the Materials

4.1. The [Transferee] [and the entity for which the Transferee is any agent] shall only use the samples of Materials transferred under Article 3 of this Agreement for the purposes

Alternative 1: enumerated in Article __ of the Bioprospecting Agreement.

Alternative 2: enumerated in Article __ of the Bioprospecting Agreement and for the purposes described below.

Alternative 3: described below.

4.2. The [Transferee] [and the entity for whom the Transferee is acting as agent] shall return the samples of the Materials transferred under Article 3 of this Agreement [and genetic resources or other materials made from those samples or will destroy those samples and genetic resources or other materials, as directed by [Transferor(s)] when the [Transferee] completes the uses referred to in paragraph 1 of this Article, except as necessary to fulfill disclosure requirements for applications for patents or patent variety protection.

4.3. The [Transferee] shall not seek patents or plant variety protection rights in the Materials as such as they are listed in Article 2 (*i.e.,* materials in the form they are transferred to the [Transferee]). The [Transferee] may apply for the grant of patents claiming inventions developed using samples

of the transferred Materials, including inventions embodied in modified forms of the materials, or for the grant of plant variety protection claiming varieties developed using samples of the transferred Materials.

Commentary: If the Transferee wishes to use the transferred samples for uses other than those enumerated in paragraph 4.1, the Transferee must negotiate an amendment to this Agreement with the Transferor(s) or negotiate *a new agreement.*

Paragraph 4.3 authorizes the Transferee to apply for patents or plant variety protection on inventions made using the samples. Article 5 on the sharing of benefits, however, may provide that the Transferor(s) are licensees of the Transferee(s) or joint owners of such applications as part of the benefit-sharing arrangements. The prohibition against seeking rights in the materials transferred as such is intended to assure Transferor(s) that rights will not be sought that might limit or otherwise affect use of the materials as such by parties other than the patent owner/plant variety right owner

Article 5. Sharing of Benefits

5.1. The [Transferee] [and the entity for which the Transferee is any agent] shall provide, at a mutually agreed time, benefits arising from use of the transferred materials:

Alternative 1: as enumerated in Article __ of the Bioprospecting Agreement.

Alternative 2: as enumerated in Article __ of the Bioprospecting Agreement and as described below.

Alternative 3: as described below.

Commentary: The definition of benefits to be shared will vary widely depending on the needs of the Transferor(s), the needs of designated beneficiaries such as indigenous or local communities, the commercial value of the transferred physical samples, the intended use of the samples, the likelihood of using the samples to create a commercially viable product, and other factors. As a consequence, it is not appropriate to suggest a model formulation for the nature of benefits, or the manner in which benefits should be shared, as no single definition will be appropriate in all circumstances.

The Model envisions that specific benefits, the conditions giving rise to

obligations for benefit sharing will be identified, and the date on which such benefits are to be provided will be specified in this section (e.g., immediate payment of a fee, payment of a fixed fee upon use of the material in a research or experimental setting). Alternatively, this section may contain a commitment to negotiate benefit sharing terms and conditions by a point certain in the future. The point certain may be (i) a date certain, (ii) a date when certain types of research activities are performed on the transferred material, or (iii) a date when a commercial product has been identified and is being prepared for commercial production and marketing. It is generally inadvisable to defer negotiation of benefit sharing to later dates, given the potential for a lack of agreement over such benefit sharing terms to disrupt the commencement of commercial marketing, and/or the possibility of distorting the valuation of the materials.

Part IV.B of the Guidelines lists specific types of benefits that should be considered for inclusion in the formulation of benefits to be provided under the Bioprospecting Agreement. It should also be noted that Annex II to the 'Bonn Guidelines on Access to Genetic Resources and Fair and Equitable Sharing of the Benefits Arising Out of their Utilization" lists various types of benefits that can be provided to the Transferor(s) and their beneficiaries. See http://www.biodiv.org/decisions/default.aspx?m=COP-06&id=7198&lg=0.

Article 6. Conservation and Sustainable Use of Biodiversity

The [Transferee] shall take all reasonable steps and give good faith consideration to sharing data with the [Transferor(s)] which is derived from research on the transferred samples of the Materials enumerated in Article 3 and which may be useful in the support of conservation efforts related to a species, environment, or habitat from which the samples were collected.

Commentary: This obligation is drawn from Part VI.3 of the Guidelines (Parts VI.1 and 2 relate only to collection and are not relevant). The Bioprospecting Agreement may contain a similar provision.

Article 7. General Provisions

7.1. This Agreement shall be in effect for a term of ten years from the date of execution of this Agreement unless otherwise agreed to by the Parties.

The Agreement shall be terminated if any of the Parties provides notice in writing to the others of its intent to terminate the Agreement on a date no less than six-months from the date of the notice. [*Insert requirements for notice.]*

7.2. The obligations and rights contained in Article 4.3 and Article 6 shall survive the expiration or other termination of this Agreement.

7.3. Upon the termination or expiration of this Agreement, the [Transferee] [and the entity for whom the Transferee is acting as agent] shall return the samples of the Materials transferred under Article of this Agreement [and genetic resources or other materials made from the transferred samples of the Materials] to the [Transferor(s)] or will destroy those samples and genetic resources or other materials, as directed by [Transferor(s), except as necessary to fulfill disclosure requirements for applications for patents or patent variety protection.

7.4. The provisions of this Agreement constitute the entire Agreement between the Parties relating to the subject matter and the Parties do not make any representations or warranties except those contained in this Agreement. The Agreement shall not be considered extended, cancelled, or amended in any respect unless done so in writing signed on behalf of the Parties.

7.5. None of the rights or obligations under this Agreement are assignable or otherwise transferable without the prior written consent of the other Party(ies).

7.6. Nothing contained in this Agreement shall constitute a partnership or agency between the Parties.

7.7. This Agreement is governed by and shall be construed in accordance with the laws and regulations of [*jurisdiction],* without regard to its conflict of law principles.

7.8. *[Reserved for indemnity and confidentiality provisions]*

7.9. [*Reserved for dispute settlement procedures.]*

Signatures Commentary: Paragraph 7.1 envisions development of appropriate notice provisions, which are likely to vary significantly depending on the Transferor(s). For example, a notice procedure appropriate for a botanical garden may be very different than notice provisions for an

indigenous or local community. If there is a Bioprospecting Agreement, the notice provisions should reflect the notice provisions in that Agreement.

In paragraph 7.2, it may be appropriate to specify that some "uses" from Article 4 and some "benefits" from Article 5 survive the Agreement.

With respect to reserved paragraph 7.9, appropriate dispute settlement provisions could vary significantly depending on the Transferor(s). If there is a Bioprospecting Agreement, the provisions in this agreement should be similar to the dispute settlement provisions in the Bioprospecting Agreement. It should be noted that under Part VII. 7 of the Guidelines state that the dispute settlement provisions should provide for "fair and effective resolution" and could include international arbitration consistent with the procedures outlined in the Annex to the Guidelines.

付録

考え方

Annex

Biotechnology Industry Organization: Cover Memo for Bioprospecting Guidelines

Dear BIO Member:

Attached please find "Guidelines for BIO members engaging in Bioprospecting". The Guidelines are a set of general principles and practices that BIO, as an organization, believes are appropriate to follow when an entity engages in bioprospecting activities. The Guidelines were developed with the goal of educating BIO members as to relevant issues that can arise in the conduct of bioprospecting activities, and in providing assistance to those BIO member companies seeking guidance in this area. In an attempt to reflect BIO member request for guidance on the steps that should be taken prior and incidental to bioprospecting, and the desire of BIO members to better understand what practices would be generally consistent with emerging international norms relating to bioprospecting activities, the Guidelines identify certain "best practices" that can be followed by companies that elect to engage in these activities. We believe the Guidelines provide a useful "roadmap" for a BIO company to use to address certain issues and to take certain steps if and when that company engages in

bioprospecting activities.

Since bioprospecting is not presently regulated in a consistent or comprehensive manner within countries or at the international level, member companies have extensive discretion to shape their conduct to meet whatever requirements countries impose with respect to bioprospecting activities. Indeed, the Guidelines themselves direct BIO members to identify any applicable requirements to follow in any specific jurisdiction in which they engage in bioprospecting. The Guidelines are thus not designed to supplant national requirements imposed by countries that regulate bioprospecting activities.

Finally, the Guidelines were developed with the understanding that each member company is not required to follow the Guidelines, and that the Guidelines would not in any sense be enforceable against an individual member company. For example, there is no provision in the Guidelines that gives BIO any authority to take action against a member company for engaging in conduct inconsistent with that specified in the Guidelines. Indeed, a significant purpose of the guidelines is educational, and to identify "best practices" that can be followed by companies that engage in bioprospecting activities. We note that while the Guidelines are not "enforceable" as such, it is conceivable that companies that do not engage in conduct consistent with that set forth in the Guidelines could be subject to criticism for not following "best practices." But there is no legal obligation that attaches from membership in BIO to adhere to the Guidelines.

Preamble

The Biotechnology Industry Organization,

? recognizing that the conservation of biological diversity has significant long-term advantages for all and desiring to play a role in achieving those advantages for all;

? recognizing the importance of promoting the sustainable use of biodiversity and of equitably sharing the benefits arising from use of genetic resources with the parties providing access to those resources;

? recognizing the importance of scientific research on genetic resources and the important benefits to society as a whole that arise from such research;

? wishing to promote the adoption of clear and transparent provisions governing use of genetic resources so as to promote the greater use of such resources as well as the flow of more benefits to parties providing such access and society as a whole; and

? desiring to conduct their activities, and those of their agents, in relation to collection of genetic resources, as well as the evaluation and use of those collected genetic resources in a manner that complies with relevant national and international regimes;

hereby establishes the following Guidelines for bioprospecting.

I. Definitions; Scope of the Guidelines

A. Definitions: As used in these Guidelines, the following terms shall have the meaning provided below.

1. "Benefit Sharing" means the providing of any form of compensation or consideration, monetary or otherwise, by a BIO Member to a Providing Party in exchange for the BIO Member being provided access to and authorization to use Regulated Genetic Resources.

2. "BIO Member" means a Member of the Biotechnology Industry Organization.

3. "Bioprospecting" means the collection by a BIO Member of physical samples of Regulated Genetic Resources existing in situ or in maintained in an ex situ collection of such resources.

4. "Bioprospecting Agreement" means a written agreement between a BIO Member and either a Contracting Party or a Providing Party that concerns (i) Prior Informed Consent and (ii) the terms and conditions governing collection and use of the Regulated Genetic Resources, including, inter alia, Benefit Sharing.

5. "Collected Genetic Resources" means physical samples of Regulated Genetic Resources that have been acquired by a BIO Member through Bioprospecting.

6. "Contracting Party" means a country that has accepted, ratified or acceded to the Convention on Biological Diversity and thus is a Contracting Party within the meaning of Convention.

7. "Ex situ collection" means a collection of physical samples of genetic resources that have been previously obtained from an in situ location and

which are preserved or maintained in a location external to that in situ location.

8. "Focal Point" means the entity designated or recognized by the government of a country as having the authority to (i) identify the Providing Party or Parties within the Contracting Party with authority over the genetic resources to be collected, (ii) provide information concerning the requirements and procedures for obtaining Prior Informed Consent to collect and use Regulated Genetic Resources within the territory of that country, (iii) provide information regarding Benefit Sharing requirements applicable within the Contracting Party, and (iv) identify the representative of local and indigenous communities located within the territory of the country.

9. "Genetic Resource" means material of non-human animal, plant or microbial origin containing functional units of heredity.

10. "In-situ" means the location in which genetic resources exist within ecosystems and natural habitats within a Country;

11. "Providing Party" means any entity within a Contracting Party that has been given the legal authority to grant Prior Informed Consent or authorization to access and use Regulated Genetic Resources, and may include, inter alia, an authority of the national government, an authority of a local government, or an indigenous or local community or any combination of these entities.

12. "Prior Informed Consent" means an agreement between a BIO Member and a Providing Party establishing that the BIO Member has provided to the Providing Party information that meets the requirements of Section III of these Guidelines with respect to a Regulated Genetic Resource to which the BIO Member has been granted access.

13. "Regulated Genetic Resource" means a Genetic Resource in respect of which a Providing Party in a Contracting Party, on or after the date that the Convention on Biological Diversity Party took effect in that Contracting Party, imposes requirements concerning Prior Informed Consent, collection or use.

B. Scope of the Guidelines:

1. These Guidelines establish principles to govern the conduct of BIO Members that are engaged in Bioprospecting activities, as defined in section

A.3.

2. The Guidelines shall not apply to the acquisition or use of:

a. any materials obtained from humans or are of human origin;

b. Genetic Resources that are not Regulated Genetic Resources within the meaning of these Guidelines;

c. Genetic Resources maintained in an ex situ collection where such resources were obtained from a Contracting Party prior to the date the Convention on Biological Diversity took effect in that Contracting Party;

d. Genetic Resources that are made available to the public on an unrestricted basis, either on commercial or non-commercial terms; or

e. publicly available information, including, in particular, information published in the scientific literature, disclosed in a patent or published patent application, or disseminated in an unrestricted fashion.

II. Conduct of Bioprospecting

A. Steps to take before engaging in Bioprospecting.

1. Identify and contact the Focal Point of the Contracting Party for the Regulated Genetic Resources.

a. For samples of Regulated Genetic Resources to be collected in situ, or from an ex situ collection located within the territory of or controlled by the Contracting Party, contact the Focal Point identified by that Contracting Party.

b. For samples of Regulated Genetic Resources to be collected from an ex situ collection located outside the territory of or not controlled by the Contracting Party, identify the Focal Point specified by the custodian of the ex situ collection or, if the Focal Point is not known to that custodian, take reasonable steps to identify the Focal Point for the Regulated Genetic Resources to be collected.

2. In cooperation with that Focal Point, use all reasonable efforts to identify all entities that comprise the Providing Party, and ascertain requirements applicable to Bioprospecting.

3. Obtain Prior Informed Consent from the Providing Party to collect and use Regulated Genetic Resources lawfully controlled or held by the Providing Party.

4. Reach agreement with the Providing Party on the terms and conditions governing collection, handling and use of physical samples of the Regulated Genetic Resources, including, inter alia, the sharing of benefits arising from the use of such samples, and measures governing the handling or transfer of such samples.

5. Conclude a Bioprospecting Agreement with the Providing Party that reflects the terms and conditions of Prior Informed Consent and concerning the collection, handling and use of the collected physical samples of the Regulated Genetic Resource(s) including, inter alia, terms and conditions regarding Benefit Sharing.

6. Take reasonable steps to confirm that the Bioprospecting Agreement will be binding on the Government of the Contracting Party, either directly or through the authority conferred by the Contracting Party on a Providing Party.

B. After Prior Informed Consent has been obtained and a Bioprospecting Agreement concluded regarding collection and use of the Regulated Genetic Resources, conduct Bioprospecting, and use the Collected Genetic Resources, in a manner that complies with the terms and conditions specified in the Bioprospecting Agreement.

III. Prior Informed Consent

A. Make reasonable efforts to determine if any specific requirements for Prior Informed Consent apply to the collected Regulated Genetic Resources. To do so:

1. Determine if a Contracting Party has established requirements for Prior Informed Consent, or, if that authority has been delegated to a Providing Party.

2. Identify the nature of the requirements for Prior Informed Consent established by the Contracting Party or the Providing Party, as the case may be.

3. Meet the identified requirements to comply with Prior Informed Consent obligations of the Contracting Party or the Providing Party applicable to the collected Regulated Genetic Resources, and incorporate evidence of such compliance into the Bioprospecting Agreement.

B. If a Contracting Party has not established requirements for Prior

Informed Consent, make reasonable effort to provide at least the following information to the Providing Party:

1. The general nature of the activities to be conducted with the Collected Genetic Resources (e.g., screening of samples for biological properties, growth and study of samples of materials, extraction and isolation of chemical compounds from the samples, genomic analysis of the sample).

2. The anticipated field of use of any products or services that may be developed through the use of the Collected Genetic Resources (e.g., pharmaceutical, agricultural, industrial processing, environmental remediation).

3. The identity and contact information of the expected lead researcher in the BIO Member, or a contact point in the BIO Member for such research activities.

IV. Benefit Sharing and Sharing of Research Results, Intellectual Property Procurement and Related Provisions

A. BIO Members that enter into a Bioprospecting Agreement with a Providing Party should give good faith consideration to specific terms for the sharing of benefits arising from use of collected Regulated Genetic Resources, and should define such commitments in the terms and conditions in the Bioprospecting Agreement.

B. Types of benefits to be considered for inclusion in a Bioprospecting Agreement:

1. Monetary and non-monetary benefits arising from the use or commercialization of the Collected Genetic Resources, including provision of equipment and materials, up-front payments and royalty payments;

2. The sharing of scientific information generated through the conduct of research upon the Collected Genetic Resources in conformity with standard industry practices regarding timing and conditions of public disclosure to preserve options for procurement of patents or preservation of rights in undisclosed information;

3. The granting of rights to use technology resulting directly from the BIO Member's use of the Collected Genetic Resources where the granting of such rights and the nature of the rights granted, are consistent with the

commercial needs and interests of the BIO Member;

4. The provision of training for scientists designated by the Providing Party;

5. The inclusion of scientists from the Providing Party in research activities of the BIO Member on the Collected Genetic Resources;

6. The conduct of research on Collected Genetic Resources in the territory of the Contracting Party from which such resources have been collected.

7. The transfer to a Providing Party of scientific knowledge, expertise, and technology in the control of the BIO Member that (a) results from the study of the collected genetic resources and (b) pertains to the conservation, preservation or physical handling of the Collected Genetic Resources.

8. Commitments to only seek patents on inventions that arise from the use or study of Collected Genetic Resources and that are claimed in a manner clearly distinguishable from the form in which the Collected Genetic Resources are provided by the Providing Party.

V. Measures to Protect Interests and Rights of Indigenous or Local Communities

A. Respect the customs, traditions, values and customary practices of indigenous and local communities within a Contracting Party and from which Collected Genetic Resources have been obtained.

B. Respond to requests from indigenous and local communities for information concerning the handling, storage or transfer of Collected Genetic Resources consistent with the terms of an applicable Bioprospecting Agreement.

C. Take all reasonable steps to prevent the disclosure of information provided in confidence by a member of an indigenous or local community, and handle such information in accordance with the terms specified by the community that has provided the information. Where feasible, include such terms in the Bioprospecting Agreement.

D. Avoid taking actions in the course of use or commercialization of Collected Genetic Resources that impede the traditional use of Regulated Genetic Resources provided by a Providing Party.

VI. Conservation and Sustainable Use of Biological Diversity

1. Take reasonable steps to prevent harm or alteration to the local environment incidental to acts of collecting samples of genetic resources from an in situ location in a Contracting Party.

2. Avoid taking actions that pose a threat to the conservation or sustainable use of biological diversity incidental to acts of collecting samples of genetic resources from an in situ location in a Contracting Party.

3. Take all reasonable steps and give good faith consideration to sharing data with the Contracting Party and/or the Providing Party which was derived from research on the Collected Genetic Resources and which may be useful in the support of conservation efforts related to a species, environment, or habitat from which the Collected Genetic Resources were collected.

VII. Compliance with Terms of a Bioprospecting Agreement and the Guidelines

0. Use Collected Genetic Resources in a manner consistent with the terms and conditions specified in an applicable Bioprospecting Agreement.

1. Do not use Collected Genetic Resources, for purposes other than those specified in the Prior Informed Consent provisions of an applicable Bioprospecting Agreement, unless first obtaining a separate Prior Informed Consent in writing for the other use of the Collected Genetic Resource.

2. After acquiring Collected Genetic Resources pursuant to these Guidelines, maintain records concerning the handling, storage and physical movement of the Collected Genetic Resources, and be prepared to share such records with the Providing Party upon the request of the Providing Party, within reasonable limitations.

3. Ensure that the terms and conditions specified in a Bioprospecting Agreement entered into with a Contracting Party or a Providing Party apply to (i) any successor in interest to their rights under the agreement, and (ii) to any party that obtains a sample of a Collected Genetic Resource from it, unless those parties have independently obtained from the Contracting Party or the Providing Party the right to obtain such samples of the Collected Genetic Resources.

4. Do not transfer samples of Collected Genetic Resources to third parties unless such transfer is consistent with the terms and conditions of an

applicable Bioprospecting Agreement.

5. Do not accept samples of Collected Genetic Resources from a third party that is not able to provide evidence that it has obtained such samples in compliance with obligations of Prior Informed Consent and conditions governing use that are applicable to the sample.

6. Include provisions in the Bioprospecting Agreement that provide for effective and fair resolution of disputes regarding compliance with the terms and conditions in the Bioprospecting Agreement, either by commitments to international arbitration consistent with the procedures specified in the Annex to these Guidelines or as otherwise agreeable to the Contracting Party or Providing Party.

米国が提供する素材移転契約

米国 Fairchild 熱帯植物園標準植物受入契約

米国 Fairchild 熱帯植物園標準植物受入契約

Fairchild Tropical Botanic Garden **Acquisition of Plants and Plant Material**

August 2004

Fairchild Tropical Botanic Garden 10901 Old Cutler Road, Coral Gables, FL 33156-4296 USA Tel: 305-667-1651 Fax: 305-661-8953 www.fairchildgarden.org **Acquisition of Plants and Plant Material**	Fairchild 熱帯植物園標準植物受入契約
Fairchild Tropical Botanic Garden (FTBG) complies with and supports the Convention on Biological Diversity. Accordingly, FTBG will receive the biological material described in the attached documents from the undersigned supplier[1] subject to the following conditions and restrictions:	
1. The supplier agrees to help FTBG obtain the best documentation on plant material transferred to FTBG including records of all relevant permits, accurate collection locations, names of the original collectors, and propagation history. Herbarium	

specimens should clearly show permit numbers on permanent labels.	
2. The supplier warrants that, to the best of their knowledge, the plant material being transferred to FTBG was obtained: • legally, in compliance with all permitting requirements for collecting, exporting, and importing, and in compliance with all other applicable national and international laws; • in a manner that did not damage or disrupt biological diversity; and • in a manner that respected the cultural and economic uses of biological diversity made by indigenous and local human populations.	
3. FTBG distributes excess plant material through donations to other not-for-profit institutions (e.g. botanical gardens; arboreta; research universities) and through sales and gifts to FTBG staff, members, and the local community. Excess plant material includes any material that is not needed for FTBG on-site or off-site collections, research, or conservation projects. Proceeds from the sale of excess plant material are used to offset the costs of propagating and maintaining the plants and to cover additional not-for-profit activities. The supplier warrants that, to the best of their knowledge, the following statements are consistent with all permits and laws governing the collection, exporting, importing, and use of the material (Choose A, B, C, or D and any options that apply). FTBG: __ (A) may distribute excess plant material and derivatives, including progeny, without restrictions.	

__ (B) may distribute excess plant material and derivatives, including progeny, to the following: __ (i) other not-for-profit institutions under an agreement that the material and its derivatives will be used for non-monetary purposes. __ (ii) FTBG staff, members, and the horticultural community through sales and gifts. __ (C) may not distribute excess plant material but may distribute derivatives, including progeny, to the following: __ (i) other not-for-profit institutions under an agreement that the material and its derivatives will be used for non-monetary purposes. __ (ii) FTBG staff, members, and the horticultural community through sales and gifts. __ (D) may not distribute excess plant material or derivatives. Any excess material must be destroyed.	
The supplier and recipient signatures below constitute an agreement with the conditions of this document. _____ _____ _____ _____ Supplier Date Recipient Date	

Signature Supplier Name	Signature Recipient Name	
[1] ***Supplier*** **may include the following: (A) donor, (B) vendor, (C) representative of relevant permitting or regulating authority in the country of origin (D) representative of a relevant stakeholder.**		

米国 NIH 標準簡易素材移転契約

米国 NIH 標準簡易素材移転契約

Simple Letter Agreement for the Transfer of Materials	簡易素材移転契約
In response to RECIPIENT's request for the MATERIAL listed on the attached sheet the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:	付属文書に記載された材料の受領者による分譲要求に対応して、提供者は、受領者が材料を受け取る前に、受領者とその研究者が下記の条項に合意することを求める。
1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.	1.上記材料は提供者の所有物であり、研究者コミュニティのサービスとして利用可能にしたものである。
2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.	2. この材料は人間には利用してはならない。
3. The MATERIAL will be used for teaching or not-for-profit research purposes only.	3. この材料は教育あるいは非営利研究目的にのみ利用される。
4. The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.	4. 提供者の書面による同意なくして、材料をさらに第三者に配布してはならない。供給が可能な範囲で、提供者あるいは提供者の研究者が、第三者研究者の教育あるいは非営利研究目的にのみ利用するため、別の簡便契約のもとで材料を供給することに合意する。

5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.	5. 受領者は、受け取った材料を利用した結果のあらゆる報告に、材料の提供者に謝辞を入れることに同意する。
6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, Recipient assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the Material except that, to the extent permitted by law, the Provider shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the Provider.	6. 本契約に従って分譲されたあらゆる材料は、実験的な性質を持ち、有害である可能性があることを理解すべきである。提供者は、材料とその利用に関して、受領者にいかなる代理も保証も与えることはない。法律の許す最大の範囲において、提供者は、商品化性、特殊な目的への適応、材料の利用が特許、著作権、商標、その他の所有権を侵害しないことをふくむいかなる保証から除外される。法律で禁止されていない限り、受領者は、材料の利用、保存、廃棄から発生する、第三者からの要求や損害に対する責任を持つ。ただし、法律の許す範囲で、提供者の重過失や故意の不正行為によって損害原因になる場合は、提供者が責任を持つ。
7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.	7. 受領者は、適用可能なあらゆる法律や規則に従って、材料を利用することに合意する。
8. The MATERIAL is provided at no	8. 材料は無料で供給されるか、材料

cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign two copies of this letter and return both to the PROVIDER. The PROVIDER will then send the MATERIAL and return one fully executed copy of this letter.	の調製と分譲のために提供者が支払った費用を弁済するためのオプショナルな送付手数料で供給される。 提供者、受領者、受領者の研究者は、本書の 2 コピーに署名し、提供者に両方を返却しなければならない。提供者は、材料とともに執行された 1 コピーを添付して送付しなければならない。
PROVIDER INFORMATION and AUTHORIZED SIGNATURE Provider Scientist: __Prabhakar Risbood, PhD_____ _____ Provider Organization: ___NIH, NCI, DTP, DSCB_____ _____ Address: _6130 Executive Blvd. #8032, Rockville, MD 20852 Name of Authorized Official: _Ven L. Narayanan, Ph.D._____ __ Title of Authorized Official: __Chief, Drug Synthesis & Chemistry Branch _____ Signature of Authorized Official: _____ _____ Date:	提供者情報と権威ある署名

_____ _____ RECIPIENT INFORMATION and AUTHORIZED SIGNATURE Recipient Scientist: _____ _____ Recipient Organization: _____ _____ Address: _____ _____ Name of Authorized Official: _____ _____ Title of Authorized: _____ _____ Official: _____ _____ Signature of Authorized Official: _____ _____ Date: _____ _____ Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.	受領者情報と権威ある署名 受領研究者の保証：私は本契約に記載された条件を読み理解しました。私はその条件を遵守し素材を利用することを約束します。

_____ ____ (Recipient Scientist) _____ (Date)	

米国 NIH 癌研究所標準天然物受入契約

米国 NIH 癌研究所標準天然物受入契約

NATURAL PRODUCTS REPOSITORY MATERIAL TRANSFER AGREEMENT

Natural Products Branch
Developmental Therapeutics Program
Division of Cancer Treatment and Diagnosis
National Cancer Institute
National Institutes of Health

Model Agreement First Approved: May 22, 1989
Last Revised and Approved by TTB/NCI and DCTD/NCI: October 29 , 1999

背景

This Material Transfer Agreement ("MTA") has been adopted for use by the National Institutes of Health ("NIH") and revised for use in the Natural Products Branch ("NPB") of the Developmental Therapeutics Program (DTP), of the Division of Cancer Treatment and Diagnosis ("DCTD"), of the National Cancer Institute ("NCI") of the NIH for all transfers of research materials ("Research Material") from the Natural Products Repository (“NPR”) of NPB, DTP, DCTD, NCI.

The NPR represents a resource of natural products (e.g., plant extracts, microbial cultures, etc.) which are being used for the discovery and development of new agents for the treatment and prevention of cancer and AIDS. These Research Materials have been collected from one or more Source Countries, generally in collaboration with one or more Source

Country Organizations. ("Source Country Organization" or "SCO" is defined as a governmental entity of a country from which the Research Material was obtained or an appropriate organization affiliated with the Source Country with authority to provide the Research Material to NCI.) NCI wishes to promote the use of this national resource by other organizations involved in the discovery of bioactive agents of relevance to the NCI mission, and will provide limited quantities of Research Materials from the NPR to selected qualified research organizations for such purposes, under the selection criteria and procedures set forth in Appendix A.

This MTA specifies the conditions under which NCI will transfer samples to successful applicant investigators. In the event an applicant is successful, this MTA represents the terms of agreement between NCI and the applicant investigator's institution [hereinafter referred to as "Recipient," except that "Recipient" will refer to the investigator as an individual if he or she is unaffiliated with an institution].

Specifically:

1. NCI shall disclose to Recipient Confidential Information on the Research Materials currently available from the NPR solely for the purpose of and in sufficient detail to enable Recipient to identify and select specific Research Materials for evaluation as described in Recipient's proposal to NPB, DTP and approved by the DTP Committee on Natural Products Repository Access on _____.

Alternatively, Recipient may specify immediately below the types of Research Materials it would like to access from the NPB:

However, Recipient will not have access to Research Materials in the Active Repository (i.e., materials that are or recently have been the subject of investigation by NCI scientists), nor will it be informed about what materials are in the Active Repository, unless Recipient agrees to the special terms appearing on Page 6 of this Agreement.

Recipient agrees to accept the Confidential Information and employ all reasonable efforts to maintain the Confidential Information secret and confidential, such efforts to be no less than the degree of care employed by Recipient to preserve and safeguard Recipient's own confidential information. The Confidential Information shall not be disclosed, revealed or given to anyone except employees of Recipient who shall have a need to have Confidential Information in connection with Recipient's evaluation, and who have entered into a secrecy agreement with Recipient (or are covered by a secrecy obligation to Recipient) under which such employees are required to maintain confidential and secure the proprietary information of Recipient. Furthermore, such employees shall be advised by Recipient of the confidential nature of the Confidential Information and of their obligation to treat the Confidential Information accordingly.

条文

It is hereby acknowledged by NCI that Recipient shall incur no liability merely for examining and considering the Confidential Information; however, Recipient agrees that it will not use the Confidential Information for any purpose except as set forth herein.

2. NCI agrees to transfer to Recipient for evaluation specific crude extracts listed in the Confidential Information, upon request by Recipient and approval by NPB, DTP. An electronic record of the specific extracts provided will be kept by the NPB and will be updated as Research Materials are provided to Recipient. This electronic record will serve as an appendix to this agreement. A written copy of this record will be provided on a periodic basis or upon request to the Recipient.

3. THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS. This Research Material will only be used for research purposes by Recipient under suitable containment conditions. Exchange of samples among collaborating organizations or individuals not party to this

MTA may occur only upon execution of a copy of this MTA by each such collaborator. This Research Material will not be used for commercial purposes such as production or sale. A commercialization license may be required for commercial use of the Research Material. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.

4. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge the contribution of NCI, as well as the SCO and any other appropriate organizations or individuals as identified by NCI, unless requested otherwise. To the extent permitted by law, Recipient agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any and all of NCI's written information about this Research Material that is stamped "CONFIDENTIAL" except for information that was previously known to Recipient or that is or becomes publicly available or which is disclosed to Recipient without a confidentiality obligation. Recipient may publish or otherwise publicly disclose the results of the Research Project. However, if NCI has given CONFIDENTIAL information to Recipient, such publication or public disclosure may be made only after the SCO has had thirty (30) days following notification by the NPB to review the proposed disclosure, except in the event that a shortened time period is required pursuant to a court order or request under the Freedom of Information Act, 5 U.S.C. 522. Recipient agrees to inform the NPB, under reasonable reporting requirements, of the intent, progress, results and additional research plans for the use of the Research Material. NCI agrees to reciprocally maintain information Recipient identifies as "CONFIDENTIAL" under the terms set forth above.

5. This Research Material represents a significant investment on the part of NCI and is considered proprietary to NCI. Recipient agrees to retain control over this Research Material, and further agrees not to transfer the Research Material to others not under Recipient's supervision without advance written approval of NCI. The execution by others of an MTA such as this, as described in Article 3 above, would constitute one form of such approval. NCI reserves the right to distribute the Research Material to

others and to use it for its own purposes. When the Research Project is completed, or three (3) years have elapsed, whichever occurs last, the Research Material will be destroyed or disposed of as mutually agreed by NCI and Recipient.

6. This Research Material is provided as a service to the research community. IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NCI makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

7. Recipient agrees to pay all reasonable costs for the preparation, handling and shipment of this Research Material to Recipient. Further, Recipient agrees that all samples of Research Material will be provided contingent on the availability of a sufficient supply of Research Material, but in no case will samples be provided that adversely affect the research programs of NCI.

8. NCI shall retain title to the Research Material, per se, and any patent or other intellectual property rights in inventions by its employees in the course of the Research project. Furthermore, Recipient agrees that any intellectual property rights in inventions made by the employees, agents or contractors of the Recipient will vest by operation of inventorship as determined under appropriate patent statutes in the controlling jurisdiction(s). Recipient agrees not to claim, infer, or imply Government endorsement of the Research Project, the institution or personnel conducting the Research Project, or any resulting commercial product(s). Recipient agrees to hold the United States harmless and to indemnify the Government for all liabilities, demands, damages, expenses and losses arising out of Recipient's use for any purpose of the Research Material.

9. Recipient acknowledges that NCI may have obtained the Research Materials from the SCO under a Letter of Collection (“LOC”) agreement

stipulating that NIH will require any commercial licensee of an invention by NCI personnel derived from the Research Material (whether the invention is directed to a direct isolate from the Research Material, a product structurally based upon an isolate from the Research Material, a synthetic material for which the Research Material provided a key development lead, or a method of synthesis or use of any aforementioned isolate, product or material) to enter into an agreement that addresses the mutual concerns of NIH's licensee and SCO, respectively.

Even if the Research Materials were not obtained under such an LOC agreement, as an agency of the U.S. Government, NCI complies with the U.S. Government's policy to follow the principles articulated in the United Nations Convention on Biological Diversity ("U.N. CBD"). The U.N. CBD calls for "sharing in a fair and equitable way the results of research and development and the benefits arising from the commercial and other utilization of genetic resources with the [source country] providing such resources." (U.N. CBD; Article 15.7)

In order to abide by these principles and address the interests of SCO, Recipient further agrees that, should an invention derived from the Research Material eventually be developed and marketed by the Recipient, or licensed by Recipient to a company or other institution for development and commercialization (whether the invention is directed to a direct isolate from the Research Material, a product structurally based upon an isolate from the Research Material, a synthetic material for which the Research Material provided a key development lead, or a method of synthesis or use of any aforementioned isolate, product or material), Recipient or Recipient's Licensee(s) will negotiate and enter into an agreement with the appropriate SCO. This agreement between the Recipient and/or Recipient's Licensee(s) and SCO will address the mutual concerns of both parties. Recipient agrees that negotiations between either Recipient or Recipient's Licensee(s) and the SCO must commence prior to the start of clinical development studies that are conducted, directed or sponsored by either Recipient or Recipient's Licensee(s). Negotiations must be completed and an agreement executed prior to the commercial sale of an agent structurally based or isolated from

the Research Material. This agreement relating to the agent must be binding upon SCO, Recipient and any Licensee(s) or assignees of Recipient with respect to any intellectual property rights relating to the agent.

Recipient will seek to utilize the Source Country as its first source of supply and/or cultivation for raw (natural product) materials required for the manufacture of an agent (regardless of whether the agent is an isolated natural product or is structurally based thereon) if such material can be made available in quantities and quality sufficient for use by the Recipient at a mutually agreeable fair price. If such material must be cultivated, recipient agrees to seek to utilize Source Country as its first source of such cultivation efforts.

10. In addition to the reporting requirements under Article 4, Recipient will provide screening results on the Research Material to NPB, DTP. Following removal of identified proprietary information (jointly defined by Recipient and DTP/NCI), DTP/NCI will provide summary screening data to the SCO.

11. NCI can promise an option to license intellectual property rights only under a Cooperative Research and Development Agreement (CRADA). If Recipient desires prospective license rights to inventions derived from Research Material made in whole or part by NCI employees, a formal CRADA must be negotiated. For general inquiries regarding CRADAs or NCI technology transfer policies, contact the NCI Technology Transfer Branch at (301)-846-5465.

12. This MTA shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia.

13. This Materials Transfer Agreement between NCI and the Recipient will be effective when signed by all parties. By signing this MTA, the Recipient acknowledges that it has received and read a copy of the policy statement on Distribution of Materials from the Natural Products

Repository, which is attached as Appendix A.

14. The provisions of this Agreement are severable. If any item or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each item and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. The undersigned expressly certifies or affirms that the contents of any statements made or reflected in this document are truthful and accurate.

FOR RECIPIENT:

Date: _____ _____

Applicant Investigator's Signature / Title / Program

Date: _____ _____

Signature for Recipient's Authorizing Official

Name (Type or Print):

Title (Type or Print):

Recipient's Address for Correspondence Related to this Agreement to:

_____

_____ Tel:_____

_____ Fax:_____

FOR THE NATIONAL CANCER INSTITUTE:

Date: _____ _____

Jerry Collins, Ph.D.

Associate Director, Developmental Therapeutics Program,

DCTD

Date: _____ _____

Bjarne Gabrielsen, Ph.D., Senior Advisor, Drug Discovery / Development

Technology Transfer Branch, NCI

Address correspondence related to this Agreement to:

NCI-Technology Transfer Branch

National Cancer Institute at Frederick (NCI-Frederick)

Fairview Center, Suite 500

1003 - W. 7th Street telephone: 301-846-5465

Frederick, MD 21701 fax: 301-846-6820

SPECIAL ADDITIONAL PROVISIONS THAT APPLY TO SAMPLES FROM THE ACTIVE REPOSITORY

In the case of applications for access to Research Material from the Active Repository (i.e., materials that are or recently have been the subject of investigation by NCI scientists), Recipient recognizes that such materials are of current interest to NCI and that there has been intellectual input by NCI scientists into the screening, and in many cases further analysis and development, of such materials. Recipient therefore agrees that the use of the Research Material constitutes a form of collaboration with NCI's Natural Products Branch or other designated NCI facility, as appropriate. Recipient further agrees to comply with the provisions set forth hereunder, so that the isolation, purification and testing of the Research Material will be closely coordinated with NCI's efforts to ensure that pure isolates from such Research Material may be further developed in an efficient manner and in cooperation with the NCI.

In particular, Recipient agrees to report in a timely fashion to NCI the identity and nature of any isolates, including identified compounds or combinations of compounds, derived from the Research Material; as well as any processes for making or using such isolates. In addition, Recipient agrees to report to the NCI Technology Transfer Branch (see the address on the Signature Page) Recipient's intention to file patent applications on any inventions developed from the use of Research Material and to negotiate in good faith a Confidentiality Disclosure Agreement with NCI under which NCI/DTP and Recipient will exchange information regarding their respective research and development efforts to ensure that Recipient's and NCI's interests in Research Material may be respectively, and where appropriate jointly, protected.

Recipient understands that a limited number of samples from the Active Repository (generally no more than twenty) can be made available at any one time under any single Agreement. Recipient agrees that once it has completed analysis of a sample, it will return any and all remaining sample to NPB, DTP. At any time following Recipient's receipt of the first group of

samples, DTP has the right to make access to additional samples from DTP repositories contingent upon Recipient's entering into a Cooperative Research and Development Agreement (CRADA) with NCI to ensure that Recipient's and NCI's respective development efforts are coordinated.

Recipient's signatures on below signify agreement to these special provisions regarding access to Research Material from the Active Repository. Access to Research Material from the Active Repository will not be granted without such agreement.

Signature of Recipient's investigator signifying agreement to the Special Provisions governing access to samples from the Active Repository:

_____ Date: _____

Signature of Recipient's authorizing official signifying agreement to the Special Provisions governing access to samples from the Active Repository:

_____ Date: _____

Original, December 13,1991

Last Revised by DTP/NCI October 29, 1999

Appendix A

POLICY FOR THE DISTRIBUTION OF MATERIALS FROM THE NATURAL PRODUCTS REPOSITORY

The Natural Products Repository (NPR) of the National Cancer Institute's (NCI) Developmental Therapeutics Program (DTP) represents a unique resource in terms of both the magnitude and diversity of materials that might be utilized for the discovery and development of new agents for cancer, HIV/AIDS, and other diseases, as well as for other meritorious research endeavors. As a national resource, it is incumbent on the NCI to assure that it is utilized to the greatest extent for the public good.

Two programs for access to the NPR have been established:

- The Open Repository Program.

- The Active Repository Program.

OPEN REPOSITORY PROGRAM

This program was established in 1992 to enable the extramural community to investigate NPR materials, not currently under active investigation at the NCI, as potential sources of agents for the treatment of cancer, AIDS, opportunistic infections, and diseases of concern to the Countries of Origin of the materials. In 1999, the scope of investigation was expanded to include all human diseases.

Distribution of Materials:

- **Vialed Samples:** Samples (25 mg), identified by a code number and by taxonomy to family level, may be shipped to a recipient at a maximum rate of 500 per month (this rate may be accelerated if a formal CRADA is in place). Particular genera and/or species within a family, or samples from specified Countries of Origin, may be included or excluded, as far as possible, from shipments if requested

- **Plated Samples:** Samples may also be shipped to a recipient in 96-well polypropylene (15mg or 500ug per well) or polystyrene (50ug per well) plates; there is no restriction on the rate of shipment of plated samples. No initial exclusivity will be granted to the extracts, nor will any information other than the type and source of the extracts on a particular plate be provided (i. e. plate # contains 88 organic plant extracts at 50ug per well in lanes 2 through 12). Plates may also contain samples from the Active Repository Program; such extracts will only be available to investigators qualified for access to the Active Repository Program. **Identical plates may be sent to multiple investigators.**

- An exclusivity period of 3 months is granted for testing of the materials, after which the test results are submitted to the DTP Natural Products Branch (NPB).

- On identification of active extracts, investigators will communicate with NPB directly by e-mail or fax, and will be informed whether or not the active materials are available.

- **Investigators will have active samples reserved for further investigation on a first-come first-served basis.** Where more than one investigator observes activity for a particular extract, it will be reserved for the first investigator to report activity, and a waiting list of other interested investigators will be established.

- Extracts will not be available if they are under active study (on

reserve) in either the Open Repository Program (maximum of 6 months exclusivity) or Active Repository Program (up to 15 months exclusivity with the possibility of extension, if necessary).

- Once the relevant extract is released by the first investigator, it will be shipped to the next in line on the waiting list.

- A further supply of any active materials (75-100 mg), together with the rest of the taxonomy and relevant collection data, are provided.

- A further 3 months exclusivity is granted to permit secondary testing and/or initial isolation of the active agents. At the end of this time the recipient will inform NPB of its discoveries and its level of interest.

- **The maximum period of exclusivity on any extract is 6 months.**

- At the end of the 6 month period from the initial receipt of the material, NPB will inform the Countries of Origin of the materials of the results obtained, using language agreed to in advance by the recipient.

- The Countries of Origin will be given the name of the recipient organization, and will be informed that the organization will contact them if further material is required. Acquisition of further material will normally be the responsibility of the recipient organization working through the original collector (if possible) and the relevant Source Country permitting agency.

- Since it is the responsibility of the NCI to ensure that the conditions of the *Material Transfer Agreement* (MTA) are maintained during this and subsequent stages of development, NPB will maintain interaction with the recipient organization and the Countries of Origin.

Requests for Access

Requests for NPR materials wilt be accepted from research organizations and individual investigators in the form of a brief proposal (up to 5 pages) formatted as follows:

- Introduction.
- Research Hypothesis.
- Screening Process, together with description of characteristics of the screen.
- Personnel.
- Organizational Research Capabilities.

Requests will normally be reviewed by staff from the NCI Division of Cancer Treatment and Diagnosis (DCTD) appointed by the Director, DCTD. Ad hoc members from outside the Division, Institute, or NIH may be appointed as needed, while ensuring appropriate confidentiality of information provided in the proposal.

The review will consider primarily the scientific merit of the proposal related to the screening target for

drug discovery, and the applicant's chemical and pharmaceutical expertise for adequate follow-up on the natural products supplied from the NPR. Although preference will be given to proposals related to cancer or AIDS, other areas of research will be given consideration.

The Committee to review applications for access to the Natural Products Repository will accept and review proposals on a continuing basis. This schedule is subject to change depending on the volume of applications.

Conditions of Access

The staff of the Natural Products Branch will be administratively responsible for the operation of this program. Successful applicants will subsequently deal directly with the Branch to request material and report scientific results.

Organizations and 'individual investigators whose applications are approved will be provided selected samples under the terms of a Material Transfer Agreement (to which this Policy Statement is attached), which has been modified from the standard Public Health Service (PHS) agreement to meet the specific needs of this program. Important aspects of this agreement are:

- Recipients must agree to protect the interests of the Countries of Origin providing the materials to NCI.

- The NCI will retain ownership of the material per se. Such ownership is separate from intellectual property rights.

- The recipient will pay the "out-of-pocket" costs of preparing and shipping samples.

- In no case will a sample be provided that depletes the supply of that material or otherwise affects adversely NCI's own efforts.

- Unused samples will be disposed of in a manner to be agreed on by both parties.

- A reporting procedure will be established to assure that NCI is kept informed of the usage of Research Materials. To this end, recipients

are encouraged to contact the NPB as early as possible once a particular extract has proven to be of interest in order that suitable arrangements for further development may be agreed upon by all parties. These may include full taxonomic identification; provision of more extracted Research Material; aid in obtaining raw material via the then current Collection Contractors; or the negotiation of a formal Cooperative Research and Development Agreement (CRADA).

- Research results derived from this Research Material will be transmitted in a timely manner to the NCI.

    - A summary of the screening results relating to the Research Material and any purified natural products will be provided to the relevant organizations in the Countries of Origin.

    - Safeguards will be installed to prevent disclosure of proprietary information during this interchange.

    - As part of this interchange of information, if a research organization has been identified within the Country of Origin that is actively pursuing studies in the relevant scientific area, then the recipient will be informed with the aim of facilitating collaborative studies.

- All test information from NCI that is provided to recipient, collector, and the Country of Origin government or an appropriate organization within the Country of Origin is to be maintained as "CONFIDENTIAL" with any publication delayed until DTP authorizes release to outside parties.

- The NCI will not grant unlimited access to Research Materials within the repository. The selection of samples will be determined by the NCI after discussion with the recipient, and the size of samples will be limited to that required for primary and limited secondary testing in

the recipient's screens.

- Large amounts of raw material required for follow-up isolation and development of active agents will generally be obtained by recipients at their own expense and in accordance with established agreements among NCI, its collecting agents and the Source Country Organization. In specific cases, however the NCI may agree to participate with the investigator(s) in the recollection process to procure additional raw and/or Research Material if the initial findings are of substantial scientific interest to the program.

Further technical information may be obtained from:

Dr. David Newman

Chief, Natural Products Branch

NCI-FCRDC

Fairview Center, Room 206

P. 0. Box B

Frederick, MD 21702-1201

Phone:301-846-5387

Fax:301-846-6178

Email: newmand@mail.nih.gov

Requests for samples may be transmitted electronically to:

Mrs Erma Brown at the address and phone/fax numbers given above, or by Email at

browne@dtpepn.nci.nih.gov

Requests must be copied to Dr. Newman at:

newmand@mail.nih.gov

ACTIVE REPOSITORY PROGRAM

This program has been established to permit qualified U.S. investigators access to materials active in the 60 cell line anti-tumor screen, in addition to those falling into the Open Repository Program. As of Febraury, 1999, over 3,000 samples have been designated as active.

Qualifications for Access

- U. S.-based investigators whose screening activities have been peer-reviewed by suitable bodies (e.g., U. S. Government funding agencies, the American Cancer Society and other comparable U. S. funding organizations). Such investigators will provide current grant number(s).

- U. S. chartered organizations whose screening activities have not been peer-reviewed. Such organizations will submit short proposals for review as discussed under "Requests for Access" in the section on the Open Repository Program.

- Organizations based in Countries of Origin that have participated in NCI collection programs. Such organizations have access to extracts of organisms collected in their own countries.

All investigators and organizations requesting access to the Active Repository Program will be asked to provide the following information:

- A brief description of their assays and their relevance to cancer.

- A description of the expertise in chemistry available for bioassay-guided isolation studies.

- The types of extracts desired for testing (one or more of marine or terrestrial plants or marine invertebrates).

Distribution of Materials

- Upon signing of the special terms appearing on page 6 of the Material Transfer Agreement (to which this policy statement is attached), NPB will provide investigators with electronic media containing details of all materials available (full taxonomy and anti-cancer screening data sets composed of single- and multi-dose tests, together with mean graphs).

- **Investigators may choose up to 20 samples for further study.**

- 25 mg of each selected sample will be provided for investigators to determine if their assays will detect the activities.

- **Plated Samples**: Investigators receiving plated samples through the Open Repository Program may identify extracts restricted to the Active Repository Program. Such extracts may be made available to the investigators providing they qualify for access to the Active Repository, and subject to the 20 sample restriction mentioned above.

- On identification of active extracts, investigators will communicate with NPB directly by e-mail or fax, and will be informed whether or not the active materials are available.

- **Investigators will have active samples reserved for further investigation on a first-come first-served basis.** Where more

than one investigator observes activity for a particular extract, it will be reserved for the first investigator to report activity, and a waiting list of other interested investigators will be established.

- A three month exclusivity period will be granted from the date of receipt of the samples during which time the investigators will inform NPB whether their assays are effective.

- Materials for further investigation may be obtained as follows:

    - Grantees, non-profit organizations and small businesses (that meet SBIR criteria): NPB will provide further materials in negotiated amounts.

    - For-profit organizations not qualifying as small businesses under SBIR regulations will be responsible for the acquisition of further material, working in collaboration with the original collector (if possible), and the Country of Origin as stipulated in Article 9 of the MTA.

- A further exclusivity period of one year from the time of receipt of the second amount of material will be given to perform bioassay-guided isolation of the active agents. If necessary this period may be extended after review of progress by NPB and the investigator.

- The 20 samples are on a rotating basis. When the investigator decide not pursue further research on a sample, or identifies the active agent(s) in a sample, the remainder of that particular sample will be returned to NPB within five working days of reclassification.

- For each sample reclassified as being of no further interest to the investigator, one new sample may be requested. No more than 20 samples from the Active Repository Program may be held at one time.

- NCI will be kept informed of the progress of the investigations, and will help in the development of any agents meeting the approval criteria of the DCTD Drug Development Committee.

- Since it is the responsibility of the NCI to see that the conditions of the MTA are maintained during this and subsequent stages of development, NPB will maintain interaction with the investigators and the relevant Countries of Origin.

Conditions of Access

The same conditions of access as apply to the Open Repository Program (vide infra) generally apply to the Active Repository Program, except for differences specified under the Distribution of Materials. Further technical information may be obtained from:

Dr. David Newman
Chief, Natural Products Branch
NCI-FCRDC
Fairview Center, Room 206
P. 0. Box B
Frederick, MD 21702-1201

Phone:301-846-5387
Fax:301-846-6178
Email: newmand@mail.nih.gov

Test results and requests for samples may be submitted to:

Mrs Erma Brown at the address and phone/fax numbers given above, or by Email at

browne@dtpepn.nci.nih.gov

Requests must be copied to Dr. Newman at: newmand@mail.nih.gov

米国国立公園標準素材移転契約

米国国立公園素材移転契約見本

Example Material Transfer Agreement (MTA)

I. Definitions

1.1 Provider

The term **"Provider"** means the person(s) providing the **Material**. The name and address of

Provider is:

_____

(Name)

_____

(Address)

1.2 Recipient

The term **"Recipient"** means the person(s) receiving the **Material**. The name and address of

Recipient is:

_____

(Name)

_____

(Address)

1.3 Transferred Material

The term "**Transferred Material**" means the **Material** being transferred from **Provider** to

Recipient that is described as follows:

_____

_____

_____

_____

1.4 Material

The term "**Material**" means **Research Specimens**, **Progeny**, and **Unmodified Derivatives.**
The **Material** shall not include: (a) **Modifications** or (b) other substances created by **Provider** through use of the **Material** that are not **Modifications**, **Progeny**, or **Unmodified Derivatives**.

1.5 Research Specimens
The term "**Research Specimens**" means material in **Provider's** possession that **Provider** has or had authority to collect under the collection permit or permits issued by [*name of authorizing unit of the National Park System*] to **Provider** (copy of permit(s) attached hereto), or that was otherwise originally and lawfully collected from [*name of authorizing unit of the National Park System*] and is now in **Provider's** possession.

1.6 Progeny
The term "**Progeny**" means any unmodified descendant from **Material**, such as virus from virus, cell from cell, or organism from organism.

1.7 Unmodified Derivatives
The term "**Unmodified Derivatives**" means substances created by **Recipient** that constitute an unmodified functional subunit or product expressed by **Material.** Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of **Material**, proteins expressed by DNA/RNA obtained from **Material**, or monoclonal antibodies secreted by a hybridoma cell line.

1.8 Modifications
The term "**Modifications**" means substances created by **Recipient** that contain/incorporate/are derived from **Research Specimens**, **Progeny**, or **Unmodified Derivatives**.

1.9 Invention
The term "**Invention**" means any invention or discovery that is or may be patentable or otherwise protected under Title 35 of the United States Code, or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 USC § 2321 *et seq.*).

1.10 Product

The term "**Product**" means any **Modifications**, **Inventions,** or any other commercially valuable or otherwise useful or potentially useful material, compound, or useful or potentially useful combination of compound, protein, or metabolite recovered, obtained, derived, resulting, or otherwise isolated by scientific research conducted on **Progeny**, **Unmodified Derivatives,** or a **Research Specimen** originally acquired from [*name of authorizing unit of the National Park System*], or any derivative or analog of such material, compound, protein, metabolite or other isolate, or any discovery that is or may be patentable or otherwise protected under Title 35 of the United States Code, or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 USC § 2321 *et seq.*) and developed from **Progeny**, **Unmodified Derivatives**, or **Research Specimens** originally acquired from [*name of authorizing unit of the National Park System*].

1.11 Commercial Purpose

The term "**Commercial Purpose**" means the sale, lease, license, or other transfer of any **Progeny**, **Unmodified Derivatives**, **Modifications**, **Invention,** or **Product** for value received, including but not limited to scientific research uses of any **Progeny**, **Unmodified Derivatives**, **Modifications**, **Invention,** or **Product** by any person (including but not limited to **Provider** and **Recipient**) in the performance of any contract research, screening compound libraries, or the conduct of research activities that result in any sale, lease, license, or other transfer of any **Progeny**, **Unmodified Derivatives**, **Modifications**, **Invention,** or **Product.**

The "Terms and Conditions" of the MTA are intended to document the Provider's and Recipient's understanding and compliance with the obligations of the parties pursuant to the National Park Service (NPS)'s research permit requirements, as re-stated in the MTA.

The Provider is authorized to transfer Material to Recipient only upon approval of the MTA by the NPS. By executing the MTA, Recipient also specifically acknowledges and agrees to the same terms and conditions relating to use of Research Specimens that

apply to all permitted researchers who collect research specimens directly from units of the National Park System. In this way, the NPS intends to promote equity among researchers who collect directly from national parks pursuant to a permit as well as researchers who obtain specimens indirectly from other authorized third-party Providers.

II. Terms and Conditions of this Agreement and Authorization

2.1 **Provider** and **Recipient** hereby acknowledge that the NPS retains ownership of the **Research Specimens. Provider** is authorized to transfer to **Recipient** the specific **Transferred Material** described above in Section 1.3 upon execution of this Material Transfer Agreement (MTA) by **Provider**, **Recipient**, and [*name of authorizing unit of the National Park System*].

2.2. **Recipient** agrees that the **Transferred Material**:
(a) will be used in compliance with all applicable federal and state laws, governmental regulations, and guidelines (including but not limited to all applicable terms and conditions of the NPS's standardized Scientific Research and Collecting Permit that governs collection, distribution, and use of **Research Specimens** collected from U.S. national parks; reference copy of Scientific Research and Collecting Permit General Conditions is attached); (b) may be used for scientific or educational purposes only, and may not be used for any **Commercial Purpose** without the prior written authorization of the NPS; and (c) may not be sold or otherwise transferred to any other person without the prior written authorization of the NPS.

2.3. **Recipient** understands and agrees that the NPS may seek damages to which the NPS may be entitled, including but not limited to injunctive relief for any unauthorized sale, transfer, or other use of **Transferred Material.**

2.4. **Recipient** agrees to provide to [*name of authorizing unit of the National Park System*] a copy of any interim reports, final reports, publications, and other materials resulting from use of **Transferred Material. Recipient** also agrees to identify in each such written report or

other material the project study number (if any) of the NPS-permitted project that collected the original **Research Specimen** from which the **Transferred Material** is derived. In addition, **Recipient** agrees to provide notice in writing to [*name of authorizing unit of the National Park System*] not less than sixty (60) days before **Recipient** files an application for a patent or other intellectual property claim resulting from use of **Transferred Material**.

2.5. **RECIPIENT** AGREES THAT THE **TRANSFERRED MATERIAL** IS EXPERIMENTAL IN NATURE AND IS BEING PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FREEDOM FROM INFRINGEMENT OF ANY PATENT OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY.

2.6. **RECIPIENT** AGREES TO HOLD HARMLESS AND INDEMNIFY THE U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, AND ANY UNIT THEREOF, THE U.S. GOVERNMENT, AND PERSONS ACTING ON THEIR BEHALF, FOR ANY CLAIM ASSERTED BY A THIRD PARTY RELATED TO **RECIPIENT'S** POSSESSION, USE, STORAGE, OR DISPOSAL OF **TRANSFERRED MATERIAL.**

III. Administration
Any correspondence or other notice concerning this agreement should be addressed to:
[*insert name and address of authorizing official and unit of the National Park System*].

SIGNATURES
In Witness Whereof, the parties have executed this MATERIAL TRANSFER AGREEMENT (MTA) on the dates set forth below. This MTA may be signed in counterparts, each of which will be deemed to be an original. All such counterparts shall together constitute a single, executed instrument when all parties have so signed. Any communication or notice to be given shall be forwarded to the respective addresses listed below.
FOR NPS:

_____ _____

[Name] Date
Superintendent
[*Name of authorizing unit of the National Park System*]
Mailing address for notices: Office of the Superintendent
[*name and address*]
FOR PROVIDER:

_____ _____

[Signatory's name] Date
[Title]
[Name of Provider (if different from signatory)]
Mailing address for notices: [name and address]
FOR RECIPIENT:

_____ _____

[Signatory's name] Date
[Title]
[Name of Recipient (if different from signatory)]
Mailing address for notices: [name and address]

*NOTE: Both **Provider** and **Recipient** should sign this MTA, and then forward it to [name of authorizing unit of the National Park System] for approval. A fully executed copy of the completed MTA will be sent to **Provider** and **Recipient** upon approval. This agreement does not enter into force until signed by the NPS.*

GENERAL CONDITIONS For SCIENTIFIC RESEARCH AND COLLECTING PERMIT
United States Department of the Interior
National Park Service

1. **Authority** - The permittee is granted privileges covered under this permit subject to the supervision of the superintendent or a designee, and shall comply with all applicable laws and regulations of the National Park System area and other federal and state laws. A National Park Service (NPS) representative may accompany the permittee in the field to ensure compliance with regulations.

2. **Responsibility** - The permittee is responsible for ensuring that all persons working on the project adhere to permit conditions and applicable NPS regulations.

3. **False information** - The permittee is prohibited from giving false information that is used to issue this permit. To do so will be considered a breach of conditions and be grounds for revocation of this permit and other applicable penalties.

4. **Assignment** - This permit may not be transferred or assigned. Additional investigators and field assistants are to be coordinated by the person(s) named in the permit and should carry a copy of the permit while they are working in the park. The principal investigator shall notify the park's Research and Collecting Permit Office when there are desired changes in the approved study protocols or methods, changes in the affiliation or status of the principal investigator, or modification of the name of any project member.

5. **Revocation** - This permit may be terminated for breach of any condition. The permittee may consult with the appropriate NPS Regional Science Advisor to clarify issues resulting in a revoked permit and the potential for reinstatement by the park superintendent or a designee.

6. **Collection of specimens (including materials)** - No specimens (including materials) may be collected unless authorized on the Scientific Research and Collecting permit. The general conditions for specimen collections are:
• Collection of archeological materials without a valid Federal Archeology Permit is prohibited.
• Collection of federally listed threatened or endangered species without a valid U.S. Fish and Wildlife Service endangered species permit is prohibited.
• Collection methods shall not attract undue attention or cause unapproved damage, depletion, or disturbance to the environment and other park resources, such as historic sites.
• New specimens must be reported to the NPS annually or more frequently if required by the park issuing the permit. Minimum information for annual

reporting includes specimen classification, number of specimens collected, location collected, specimen status (e.g., herbarium sheet, preserved in alcohol/formalin, tanned and mounted, dried and boxed, etc.), and current location.

• Collected specimens that are not consumed in analysis or discarded after scientific analysis remain federal property. The NPS reserves the right to designate the repositories of all specimens removed from specimens are Federal property, they shall not be destroyed or discarded without prior NPS authorization.

• Each specimen (or groups of specimens labeled as a group) that is retained permanently must bear NPS labels and must be accessioned and cataloged in the NPS National Catalog. Unless exempted by additional park-specific stipulations, the permittee will complete the labels and catalog records and will provide accession information. It is the permittee's responsibility to contact the park for cataloging instructions and specimen labels as well as instructions on repository designation for the specimens.

• Collected specimens may be used for scientific or educational purposes only, and shall be dedicated to public benefit and be accessible to the public in accordance with NPS policies and procedures.

• Any specimens collected under this permit, any components of any specimens (including but not limited to natural organisms, enzymes or other bioactive molecules, genetic materials, or seeds), and research results derived from collected specimens are to be used for scientific or educational purposes only, and may not be used for commercial or other revenue-generating purposes unless the permittee has entered into a Cooperative Research And Development Agreement (CRADA) or other approved benefit-sharing agreement with the NPS. The sale of collected research specimens or other unauthorized transfers to third parties is prohibited. Furthermore, if the permittee sells or otherwise transfers collected specimens, any components thereof, or any products or research results developed from such specimens or their components without a CRADA or other approved benefit-sharing agreement with NPS, permittee will pay the NPS a royalty rate of twenty percent (20%) of gross revenue from such sales or other revenues. In addition to such royalty, the NPS may seek other damages to which the NPS may be entitled including but not limited to injunctive relief against the permittee.

7. **Reports** - The permittee is required to submit an Investigator's Annual Report and copies of final reports, publications, and other materials resulting from the study. Instructions for how and when to submit an annual report will be provided by NPS staff. Park research coordinators will analyze study proposals to determine whether copies of field notes, databases, maps, photos, and/or other materials may also be requested. The permittee is responsible for the content of reports and data provided to the National Park Service.

8. **Confidentiality** - The permittee agrees to keep the specific location of sensitive park resources confidential. Sensitive resources include threatened species, endangered species, and rare species, archeological sites, caves, fossil sites, minerals, commercially valuable resources, and sacred ceremonial sites.

9. **Methods of travel** - Travel within the park is restricted to only those methods that are available to the general public unless otherwise specified in additional stipulations associated with this permit.

10. **Other permits** - The permittee must obtain all other required permit(s) to conduct the specified project.

11. **Insurance** - If liability insurance is required by the NPS for this project, then documentation must be provided that it has been obtained and is current in all respects before this permit is considered valid.

12. **Mechanized equipment** - No use of mechanized equipment in designated, proposed, or potential wilderness areas is allowed unless authorized by the superintendent or a designee in additional specific conditions associated with this permit.

13. **NPS participation** - The permittee should not anticipate assistance from the NPS unless specific arrangements are made and documented in either an additional stipulation attached to this permit or in other separate written agreements.

14. **Permanent markers and field equipment** - The permittee is required to remove all markers or equipment from the field after the completion of the study or prior to the expiration date of this permit. The superintendent or a designee may modify this requirement through additional park specific conditions that may be attached to this permit. Additional conditions regarding the positioning and identification of markers and field equipment may be issued by staff at individual parks.

15. **Access to park and restricted areas** - Approval for any activity is contingent on the park being open and staffed for required operations. No entry into restricted areas is allowed unless authorized in additional park specific stipulations attached to this permit.

16. **Notification** - The permittee is required to contact the park's Research and Collecting Permit Office (or other offices if indicated in the stipulations associated with this permit) prior to initiating any fieldwork authorized by this permit. Ideally this contact should occur at least one week prior to the initial visit to the park.

17. **Expiration date** - Permits expire on the date listed. Nothing in this permit shall be construed as granting any exclusive research privileges or automatic right to continue, extend, or renew this or any other line of research under new permit(s).

18. **Other stipulations** - This permit includes by reference all stipulations listed in the application materials or in additional attachments to this permit provided by the superintendent or a designee. Breach of any of the terms of this permit will be grounds for revocation of this permit and denial of future permits.

利用国保存機関等が第三者に移転する場合の素材移転契約

米国 NIH 癌研究所保存天然物素材の標準移転契約

米国 NIH 癌研究所保存天然物素材の標準移転契約

NATURAL PRODUCTS REPOSITORY MATERIAL TRANSFER AGREEMENT

Model Agreement First Approved: May 22, 1989

Last Revised and Approved by TTB/NCI and DCTD/NCI: October 29 , 1999

Natural Products Branch Developmental Therapeutics Program Division of Cancer Treatment and Diagnosis National Cancer Institute National Institutes of Health NATURAL PRODUCTS REPOSITORY MATERIAL TRANSFER AGREEMENT	天然物部 治療薬開発プログラム 癌治療と診断部門 癌研究所 国立衛生研究所 保存天然物素材移転契約
This Material Transfer Agreement ("MTA") has been adopted for use by the National Institutes of Health ("NIH") and revised for use in the Natural Products Branch ("NPB") of the Developmental Therapeutics Program (DTP), of the Division of Cancer Treatment and Diagnosis ("DCTD"), of the National Cancer Institute ("NCI") of the NIH for all transfers of research materials ("Research Material") from the Natural Products Repository (“NPR”) of NPB, DTP, DCTD, NCI.	

The NPR represents a resource of natural products (e.g., plant extracts, microbial cultures, etc.) which are being used for the discovery and development of new agents for the treatment and prevention of cancer and AIDS. These Research Materials have been collected from one or more Source Countries, generally in collaboration with one or more Source Country Organizations. ("Source Country Organization" or "SCO" is defined as a governmental entity of a country from which the Research Material was obtained or an appropriate organization affiliated with the Source Country with authority to provide the Research Material to NCI.) NCI wishes to promote the use of this national resource by other organizations involved in the discovery of bioactive agents of relevance to the NCI mission, and will provide limited quantities of Research Materials from the NPR to selected qualified research organizations for such purposes, under the selection criteria and procedures set forth in Appendix A.	
This MTA specifies the conditions under which NCI will transfer samples to successful applicant investigators. In the event an applicant is successful, this MTA represents the terms of agreement between NCI and the applicant investigator's institution [hereinafter	

referred to as “Recipient,” except that “Recipient” will refer to the investigator as an individual if he or she is unaffiliated with an institution].	
Specifically: 1. NCI shall disclose to Recipient Confidential Information on the Research Materials currently available from the NPR solely for the purpose of and in sufficient detail to enable Recipient to identify and select specific Research Materials for evaluation as described in Recipient's proposal to NPB, DTP and approved by the DTP Committee on Natural Products Repository Access on _____. Alternatively, Recipient may specify immediately below the types of Research Materials it would like to access from the NPB:	
However, Recipient will not have access to Research Materials in the Active Repository (i.e., materials that are or recently have been the subject of investigation by NCI scientists), nor will it be informed about what materials are in the Active Repository, unless Recipient agrees to the special terms appearing on Page 6 of this Agreement.	
Recipient agrees to accept the Confidential Information and employ all	

reasonable efforts to maintain the Confidential Information secret and confidential, such efforts to be no less than the degree of care employed by Recipient to preserve and safeguard Recipient's own confidential information. The Confidential Information shall not be disclosed, revealed or given to anyone except employees of Recipient who shall have a need to have Confidential Information in connection with Recipient's evaluation, and who have entered into a secrecy agreement with Recipient (or are covered by a secrecy obligation to Recipient) under which such employees are required to maintain confidential and secure the proprietary information of Recipient. Furthermore, such employees shall be advised by Recipient of the confidential nature of the Confidential Information and of their obligation to treat the Confidential Information accordingly.	
It is hereby acknowledged by NCI that Recipient shall incur no liability merely for examining and considering the Confidential Information; however, Recipient agrees that it will not use the Confidential Information for any purpose except as set forth herein.	
2. NCI agrees to transfer to Recipient for evaluation specific crude extracts listed in the Confidential Information,	

upon request by Recipient and approval by NPB, DTP. An electronic record of the specific extracts provided will be kept by the NPB and will be updated as Research Materials are provided to Recipient. This electronic record will serve as an appendix to this agreement. A written copy of this record will be provided on a periodic basis or upon request to the Recipient.	
3. THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS. This Research Material will only be used for research purposes by Recipient under suitable containment conditions. Exchange of samples among collaborating organizations or individuals not party to this MTA may occur only upon execution of a copy of this MTA by each such collaborator. This Research Material will not be used for commercial purposes such as production or sale. A commercialization license may be required for commercial use of the Research Material. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.	
4. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge the contribution of NCI, as well as the SCO and any other appropriate organizations or individuals as identified by NCI, unless	

requested otherwise. To the extent permitted by law, Recipient agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any and all of NCI's written information about this Research Material that is stamped "CONFIDENTIAL" except for information that was previously known to Recipient or that is or becomes publicly available or which is disclosed to Recipient without a confidentiality obligation. Recipient may publish or otherwise publicly disclose the results of the Research Project. However, if NCI has given CONFIDENTIAL information to Recipient, such publication or public disclosure may be made only after the SCO has had thirty (30) days following notification by the NPB to review the proposed disclosure, except in the event that a shortened time period is required pursuant to a court order or request under the Freedom of Information Act, 5 U.S.C. 522. Recipient agrees to inform the NPB, under reasonable reporting requirements, of the intent, progress, results and additional research plans for the use of the Research Material. NCI agrees to reciprocally maintain information Recipient identifies as “CONFIDENTIAL” under the terms set forth above.	
5. This Research Material represents a significant investment on the part of NCI and is considered proprietary to NCI. Recipient agrees to retain control over this	

Research Material, and further agrees not to transfer the Research Material to others not under Recipient's supervision without advance written approval of NCI. The execution by others of an MTA such as this, as described in Article 3 above, would constitute one form of such approval. NCI reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Project is completed, or three (3) years have elapsed, whichever occurs last, the Research Material will be destroyed or disposed of as mutually agreed by NCI and Recipient.	
6. This Research Material is provided as a service to the research community. IT IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NCI makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.	
7. Recipient agrees to pay all reasonable costs for the preparation, handling and shipment of this Research Material to Recipient. Further, Recipient agrees that all samples of Research Material will be provided contingent on	

the availability of a sufficient supply of Research Material, but in no case will samples be provided that adversely affect the research programs of NCI.	
8. NCI shall retain title to the Research Material, per se, and any patent or other intellectual property rights in inventions by its employees in the course of the Research project. Furthermore, Recipient agrees that any intellectual property rights in inventions made by the employees, agents or contractors of the Recipient will vest by operation of inventorship as determined under appropriate patent statutes in the controlling jurisdiction(s). Recipient agrees not to claim, infer, or imply Government endorsement of the Research Project, the institution or personnel conducting the Research Project, or any resulting commercial product(s). Recipient agrees to hold the United States harmless and to indemnify the Government for all liabilities, demands, damages, expenses and losses arising out of Recipient's use for any purpose of the Research Material.	
9. Recipient acknowledges that NCI may have obtained the Research Materials from the SCO under a Letter of Collection ("LOC") agreement stipulating that NIH will require any commercial licensee of an invention by NCI personnel	

derived from the Research Material (whether the invention is directed to a direct isolate from the Research Material, a product structurally based upon an isolate from the Research Material, a synthetic material for which the Research Material provided a key development lead, or a method of synthesis or use of any aforementioned isolate, product or material) to enter into an agreement that addresses the mutual concerns of NIH's licensee and SCO, respectively. Even if the Research Materials were not obtained under such an LOC agreement, as an agency of the U.S. Government, NCI complies with the U.S. Government's policy to follow the principles articulated in the United Nations Convention on Biological Diversity ("U.N. CBD"). The U.N. CBD calls for "sharing in a fair and equitable way the results of research and development and the benefits arising from the commercial and other utilization of genetic resources with the [source country] providing such resources." (U.N. CBD; Article 15.7) In order to abide by these principles and address the interests of SCO, Recipient further agrees that, should an invention derived from the Research Material eventually be developed and marketed by the Recipient, or licensed by Recipient to a company or other institution for	

development and commercialization (whether the invention is directed to a direct isolate from the Research Material, a product structurally based upon an isolate from the Research Material, a synthetic material for which the Research Material provided a key development lead, or a method of synthesis or use of any aforementioned isolate, product or material), Recipient or Recipient's Licensee(s) will negotiate and enter into an agreement with the appropriate SCO. This agreement between the Recipient and/or Recipient's Licensee(s) and SCO will address the mutual concerns of both parties. Recipient agrees that negotiations between either Recipient or Recipient's Licensee(s) and the SCO must commence prior to the start of clinical development studies that are conducted, directed or sponsored by either Recipient or Recipient's Licensee(s). Negotiations must be completed and an agreement executed prior to the commercial sale of an agent structurally based or isolated from the Research Material. This agreement relating to the agent must be binding upon SCO, Recipient and any Licensee(s) or assignees of Recipient with respect to any intellectual property rights relating to the agent. Recipient will seek to utilize the Source Country as its <u>first</u> source of supply and/or cultivation for raw (natural product) materials required for the manufacture of	

an agent (regardless of whether the agent is an isolated natural product or is structurally based thereon) if such material can be made available in quantities and quality sufficient for use by the Recipient at a mutually agreeable fair price. If such material must be cultivated, recipient agrees to seek to utilize Source Country as its first source of such cultivation efforts.	
10. In addition to the reporting requirements under Article 4, Recipient will provide screening results on the Research Material to NPB, DTP. Following removal of identified proprietary information (jointly defined by Recipient and DTP/NCI), DTP/NCI will provide summary screening data to the SCO.	
11. NCI can promise an option to license intellectual property rights only under a Cooperative Research and Development Agreement (CRADA). If Recipient desires prospective license rights to inventions derived from Research Material made in whole or part by NCI employees, a formal CRADA must be negotiated. For general inquiries regarding CRADAs or NCI technology transfer policies, contact the NCI Technology Transfer Branch at (301)-846-5465.	

12. This MTA shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia. 13. This Materials Transfer Agreement between NCI and the Recipient will be effective when signed by all parties. By signing this MTA, the Recipient acknowledges that it has received and read a copy of the policy statement on Distribution of Materials from the Natural Products Repository, which is attached as Appendix A.	
14. The provisions of this Agreement are severable. If any item or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each item and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. The undersigned expressly certifies or affirms that the contents of any statements made or reflected in this document are truthful and accurate.	
FOR RECIPIENT: Date: _____ _____ __ Applicant	

Investigator's Signature / Title / Program Date: _____ _____ _____ Signature for Recipient's Authorizing Official Name (Type or Print): Title (Type or Print): Recipient's Address for Correspondence Related to this Agreement to: _____ _____ _____ Tel:_____ _____ Fax:_____	
FOR THE NATIONAL CANCER INSTITUTE: Date: _____ _____	

_____ Jerry Collins, Ph.D. Associate Director, Developmental Therapeutics Program, DCTD Date: _____ _____ _____ Bjarne Gabrielsen, Ph.D., Senior Advisor, Drug Discovery / Development Technology Transfer Branch, NCI Address correspondence related to this Agreement to: NCI-Technology Transfer Branch National Cancer Institute at Frederick (NCI-Frederick) Fairview Center, Suite 500 1003 - W. 7th Street telephone: 301-846-5465 Frederick, MD 21701 fax: 301-846-6820	

SPECIAL ADDITIONAL PROVISIONS THAT APPLY TO SAMPLES FROM THE ACTIVE REPOSITORY In the case of applications for access to Research Material from the Active Repository (i.e., materials that are or recently have been the subject of investigation by NCI scientists), Recipient recognizes that such materials are of current interest to NCI and that there has been intellectual input by NCI scientists into the screening, and in many cases further analysis and development, of such materials.	研究進行中のレポジトリーの試料に適用される特別付加条項 研究進行中のリポジトリ（すなわち、材料または最近 NCI の科学者による調査の対象となっているもの） からの研究材料へのアクセスを申請する場合、受領者は、そのような材料は NCI にとって現在関心のあるものであること、NCI の研究者がそのような材料のスクリーニングや、多くの場合さらに分析および開発に対して知的活動を行っていることを認識する。
Recipient therefore agrees that the use of the Research Material constitutes a form of collaboration with NCI's Natural Products Branch or other designated NCI facility, as appropriate.	受領者は、そのため研究材料の使用が NCI の自然産物部またはその他指定された NCI 施設との共同研究の形をとることに同意する。
Recipient further agrees to comply with the provisions set forth hereunder, so that the isolation, purification and testing of the Research Material will be closely coordinated with NCI's efforts to ensure that pure isolates from such Research Material may be further developed in an efficient manner and in cooperation with the NCI.	さらに、受領者の同意など本契約の規定を遵守して、研究材料の分離精製とテストを、NIH の研究活動と密接に調和させる。そして、研究材料から分離された物質が、さらに、効率的な方法と NCI との連携により更なる開発されるようにする。

In particular, Recipient agrees to report in a timely fashion to NCI the identity and nature of any isolates, including identified compounds or combinations of compounds, derived from the Research Material; as well as any processes for making or using such isolates.	特に、受領者は、分譲された研究材料から、化合物の同定または由来化合物の組み合わせを含む、分離物の同定と性質をタイムリーに NCI に報告することに同意する。同時に、そのような分離物を生成したり利用したりするあらゆる工程を含んでいなければならない。
In addition, Recipient agrees to report to the NCI Technology Transfer Branch (see the address on the Signature Page) Recipient's intention to file patent applications on any inventions developed from the use of Research Material and to negotiate in good faith a Confidentiality Disclosure Agreement with NCI under which NCI/DTP and Recipient will exchange information regarding their respective research and development efforts to ensure that Recipient's and NCI's interests in Research Material may be respectively, and where appropriate jointly, protected.	さらに、受領者は 、NCI の 技術移転室に、分譲された研究材料の使用から得られた発明について特許出願の意図を報告することと、NCI と秘密保持開示契約を誠実に 交渉することに同意する。その条件下で、 NCI/DTP と受領者は、それぞれ研究開発への取り組みに関する情報交換を行い、研究材料に対する受領者の権益と NCI の権益を確保し、共に適切な保護を行う。
Recipient understands that a limited number of samples from the Active Repository (generally no more than twenty) can be made available at any one time under any single Agreement.	受領者は、研究進行中のリポジトリから、サンプルの限られた数（一般的に以上 20）が一度に、1 つの契約の下で利用可能なことを理解している。
Recipient agrees that once it has completed analysis of a sample, it will return any and all remaining sample to NPB, DTP.	受領者は、試料の分析が完了したら、それ任意およびすべての残りのサンプル NPB、DTP に 返還することに同意する。

At any time following Recipient's receipt of the first group of samples, DTP has the right to make access to additional samples from DTP repositories contingent upon Recipient's entering into a Cooperative Research and Development Agreement (CRADA) with NCI to ensure that Recipient's and NCI's respective development efforts are coordinated.	最初のグループのサンプルの受領の後いつでも、受領者と NCI のそれぞれの開発努力が調整されていることを確認する共同研究と開発契約（CRADA）に受領者と DTP が入ることを条件に、DTP 保有サンプルからの追加のサンプルにアクセスさせる権利を DTP は保有する。
Recipient's signatures on below signify agreement to these special provisions regarding access to Research Material from the Active Repository. Access to Research Material from the Active Repository will not be granted without such agreement.	以下の受領者の署名をにより、研究進行中のリポジトリから研究材料へのアクセスに関する特別約款に同意する。研究進行中のリポジトリから研究材料へのアクセスは、このような合意がなければ行えません。
Signature of Recipient's investigator signifying agreement to the Special Provisions governing access to samples from the Active Repository: _____ Date: _____ Signature of Recipient's authorizing official signifying agreement to the Special Provisions governing access to samples from the Active Repository:	

_____ Date: _____	
Appendix A POLICY FOR THE DISTRIBUTION OF MATERIALS FROM THE NATURAL PRODUCTS REPOSITORY	附属書 自然産物保存所からの物質配分のポリシー
The Natural Products Repository (NPR) of the National Cancer Institute's (NCI) Developmental Therapeutics Program (DTP) represents a unique resource in terms of both the magnitude and diversity of materials that might be utilized for the discovery and development of new agents for cancer, HIV/AIDS, and other diseases, as well as for other meritorious research endeavors.	国立がん研究所 （NCI） の治療法開発プログラム (DTP)が収集した自然産物リポジトリ (NPR)は、物質の規模と多様性において他に類を見ない資源であり、他の称賛に値する研究の試みだけでなく、がん、HIV/エイズや他の疾患のための新しい薬の発見や開発に利用されている。
As a national resource, it is incumbent on the NCI to assure that it is utilized to the greatest extent for the public good.	国家の保有する資源として、それが公共の利益のために最大限に利用されることを保証するのが NCI の義務である。
Two programs for access to the NPR have been established: The Open Repository Program. The Active Repository Program.	NPR へのアクセスには２つのプログラムがある。 公開された保存試料プログラム 研究進行中の保存試料プログラム

OPEN REPOSITORY PROGRAM This program was established in 1992 to enable the extramural community to investigate NPR materials, not currently under active investigation at the NCI, as potential sources of agents for the treatment of cancer, AIDS, opportunistic infections, and diseases of concern to the Countries of Origin of the materials. In 1999, the scope of investigation was expanded to include all human diseases.	公開された保存試料プログラム このプログラムは、NCI が研究していない、がん、エイズ、日和見感染症、保存物質の起源の国が懸念している疾患の治療のための潜在的活性物質の資源として、NIH 以外の研究コミュニティが NPR の物質を研究できるように 1992 年に設立された。
Distribution of Materials: ・ Vialed Samples: Samples (25 mg), identified by a code number and by taxonomy to family level, may be shipped to a recipient at a maximum rate of 500 per month (this rate may be accelerated if a formal CRADA is in place). Particular genera and/or species within a family, or samples from specified Countries of Origin, may be included or excluded, as far as possible, from shipments if requested ・ Plated Samples: Samples may also be shipped to a recipient in 96-well polypropylene (15mg or 500ug per well) or polystyrene (50ug per well) plates; there is no restriction on the rate of shipment of plated samples. No initial exclusivity will be	素材の配布

granted to the extracts, nor will any information other than the type and source of the extracts on a particular plate be provided (i. e. plate # contains 88 organic plant extracts at 50ug per well in lanes 2 through 12). Plates may also contain samples from the Active Repository Program; such extracts will only be available to investigators qualified for access to the Active Repository Program. Identical plates may be sent to multiple investigators. • An exclusivity period of 3 months is granted for testing of the materials, after which the test results are submitted to the DTP Natural Products Branch (NPB). • On identification of active extracts, investigators will communicate with NPB directly by e-mail or fax, and will be informed whether or not the active materials are available. • Investigators will have active samples reserved for further investigation on a first-come first-served basis. Where more than one investigator observes activity for a particular extract, it will be reserved for the first investigator to report activity, and a waiting list of	

other interested investigators will be established. ・ Extracts will not be available if they are under active study (on reserve) in either the Open Repository Program (maximum of 6 months exclusivity) or Active Repository Program (up to 15 months exclusivity with the possibility of extension, if necessary). ・ Once the relevant extract is released by the first investigator, it will be shipped to the next in line on the waiting list. ・ A further supply of any active materials (75-100 mg), together with the rest of the taxonomy and relevant collection data, are provided. ・ A further 3 months exclusivity is granted to permit secondary testing and/or initial isolation of the active agents. At the end of this time the recipient will inform NPB of its discoveries and its level of interest. ・ The maximum period of exclusivity on any extract is 6 months. ・ At the end of the 6 month period from the initial receipt of the	材料の最初の受領から 6 ヶ月後の最終日、天然産物室は、受領者によって合意された条件に従い、提供国に材料から得られた結果の情報を知らせる。

material, NPB will inform the Countries of Origin of the materials of the results obtained, using language agreed to in advance by the recipient.	
The Countries of Origin will be given the name of the recipient organization, and will be informed that the organization will contact them if further material is required.	提供国には受領組織名が報告される。さらに材料が必要な場合、受領組織が提供国にコンタクトすることが通知される。
Acquisition of further material will normally be the responsibility of the recipient organization working through the original collector (if possible) and the relevant Source Country permitting agency.	さらなる材料の取得は、通常、最初の収集者（可能な場合)と適切な提供国認可当局と共同する受領者の責任になる。
Since it is the responsibility of the NCI to ensure that the conditions of the *Material Transfer Agreement* (MTA) are maintained during this and subsequent stages of development, NPB will maintain interaction with the recipient organization and the Countries of Origin.	材料移転契約（MTA）の条件が現在とそれに続く後続開発の間も維持されているかどうかを確認することは NCI の責任であるので、天然産物室は受領組織と提供国に対して対話を続けます。
Requests for Access Requests for NPR materials wilt be accepted from research organizations and individual investigators in the form of a brief proposal (up to 5 pages) formatted as follows: ・ Introduction. ・ Research Hypothesis.	

• Screening Process, together with description of characteristics of the screen. • Personnel. • Organizational Research Capabilities. Requests will normally be reviewed by staff from the NCI Division of Cancer Treatment and Diagnosis (DCTD) appointed by the Director, DCTD. Ad hoc members from outside the Division, Institute, or NIH may be appointed as needed, while ensuring appropriate confidentiality of information provided in the proposal. The review will consider primarily the scientific merit of the proposal related to the screening target for drug discovery, and the applicant's chemical and pharmaceutical expertise for adequate follow-up on the natural products supplied from the NPR. Although preference will be given to proposals related to cancer or AIDS, other areas of research will be given consideration. The Committee to review applications for access to the Natural Products Repository	

will accept and review proposals on a continuing basis. This schedule is subject to change depending on the volume of applications.	
Conditions of Access The staff of the Natural Products Branch will be administratively responsible for the operation of this program. Successful applicants will subsequently deal directly with the Branch to request material and report scientific results.	アクセス条件 自然産物室のスタッフがこのプログラムの活動を管理します。審査に合格した研究者は、その後材料を要求し、科学的成果を報告することを自然産物室と直接に交渉する。
Organizations and 'individual investigators whose applications are approved will be provided selected samples under the terms of a Material Transfer Agreement (to which this Policy Statement is attached), which has been modified from the standard Public Health Service (PHS) agreement to meet the specific needs of this program.	分譲申請が承認された研究組織と個別の研究者は、物質移転契約の条件に従って、選択されたサンプルが提供される。ここでいう物質移転契約は、このプログラムの特定のニーズを満たすために標準の公衆衛生局 (PHS) 契約から変更されたものである。
Important aspects of this agreement are: Recipients must agree to protect the interests of the Countries of Origin providing the materials to NCI.	本物質移転契約の重要な見解は、 NCI に試料を提供した提供国（Countries of Origin？）の権益を保護することに受領者は合意しなければならない。
The NCI will retain ownership of the material per se. Such ownership is	NCI は試料の所有者権を有する。この所有者権は知的財産権から切り離されてい

separate from intellectual property rights.	る。
The recipient will pay the "out-of-pocket" costs of preparing and shipping samples.	受領者は試料の調整や輸送に関わる実費を支払う。
In no case will a sample be provided that depletes the supply of that material or otherwise affects adversely NCI's own efforts.	サンプルが枯渇して NCI の自己研究を妨げたりするような場合はサンプルを供給しない。
Unused samples will be disposed of in a manner to be agreed on by both parties.	未使用のサンプルは両者で合意した方法により処分される。
A reporting procedure will be established to assure that NCI is kept informed of the usage of Research Materials.	報告の手順は、NCI が研究材料の使用に関して報告されることを保証するように確立される。
To this end, recipients are encouraged to contact the NPB as early as possible once a particular extract has proven to be of interest in order that suitable arrangements for further development may be agreed upon by all parties.	このためには、さらなる研究開発を行うのに適切であると関係者で合意されるために、特定の抽出物が興味あると証明されたら、受領者が、天然産物室 にできるだけ早く連絡することを勧める。
These may include full taxonomic identification; provision of more extracted Research Material; aid in obtaining raw material via the then current Collection Contractors; or the negotiation of a formal Cooperative Research and Development Agreement (CRADA).	報告には完全分類同定を含めることができる。さらなる研究材料抽出の準備、現在の収集請負者を通じた原料入手の支援、あるいは、正式な共同研究開発契約（CRADA）交渉なども含めることができる。
Research results derived from this Research Material will be transmitted in a timely manner to the NCI.	この研究材料から得られた研究結果は、タイムリーな方法で NCI に送信される。

A summary of the screening results relating to the Research Material and any purified natural products will be provided to the relevant organizations in the Countries of Origin.	研究材料と精製された天然物に関連するスクリーニング結果の概要は、提供国の関係機関に提供される。
Safeguards will be installed to prevent disclosure of proprietary information during this interchange.	この情報交換の間で機密情報の漏えいを防ぐために保護が懸けられる。
As part of this interchange of information, if a research organization has been identified within the Country of Origin that is actively pursuing studies in the relevant scientific area, then the recipient will be informed with the aim of facilitating collaborative studies.	この情報交換の一部として、提供国の中で、研究組織が関連の科学分野の中で積極的に追究しようとしていると認識されているなら、受領者は共同研究の促進を持っていると通知される。
All test information from NCI that is provided to recipient, collector, and the Country of Origin government or an appropriate organization within the Country of Origin is to be maintained as "CONFIDENTIAL" with any publication delayed until DTP authorizes release to outside parties.	NCI から受領者、収集者、および提供国政府、あるいは提供国内の適切な組織へのすべての試験情報提供は、治療法開発プログラム（DTP）が外部の第三者への公開を許可するまで、「秘密」として維持され、出版は延期される。
The NCI will not grant unlimited access to Research Materials within the repository. The selection of samples will be determined by the NCI after discussion with the recipient, and the size of samples will be limited to that required for primary and limited secondary testing in the recipient's screens.	NCI は、保管している研究材料に無制限のアクセスを認めません。受領者との議論の後に、サンプルの選択は NCI によって決定され、サンプルのサイズは、受領者の第一段階と限られた第二段階のテストのために必要な量に制限されます。
Large amounts of raw material required for follow-up isolation and development of	フォロー アップ分離と活性物の開発に必要な大量の原料は、通常、NCI、収集組

active agents will generally be obtained by recipients at their own expense and in accordance with established agreements among NCI, its collecting agents and the Source Country Organization. In specific cases, however the NCI may agree to participate with the investigator(s) in the recollection process to procure additional raw and/or Research Material if the initial findings are of substantial scientific interest to the program.	織、提供国の組織の間で確立した協定に従って、自己の費用で受領者によって入手される。 特殊なケースの場合として、最初の発見が治療法開発プログラムに対して実質的な科学的興味がある場合は、生の研究材料の追加調達するために、NCI が再収集プロセスに参加することに合意することがある。
Further technical information may be obtained from: Dr. David Newman Chief, Natural Products Branch NCI-FCRDC Fairview Center, Room 206 P. 0. Box B Frederick, MD 21702-1201 Phone:301-846-5387 Fax:301-846-6178 Email: newmand@mail.nih.gov Requests for samples may be transmitted electronically to: Mrs Erma Brown at the address and phone/fax numbers given above, or by Email at	

browne@dtpepn.nci.nih.gov Requests must be copied to Dr. Newman at: newmand@mail.nih.gov	
ACTIVE REPOSITORY PROGRAM This program has been established to permit qualified U.S. investigators access to materials active in the 60 cell line anti-tumor screen, in addition to those falling into the Open Repository Program. As of Febraury, 1999, over 3,000 samples have been designated as active.	
Qualifications for Access • U. S.-based investigators whose screening activities have been peer-reviewed by suitable bodies (e.g., U. S. Government funding agencies, the American Cancer Society and other comparable U. S. funding organizations). Such investigators will provide current grant number(s). • U. S. chartered organizations whose screening activities have not been peer-reviewed. Such organizations will submit short proposals for review as discussed under	

"Requests for Access" in the section on the Open Repository Program. • Organizations based in Countries of Origin that have participated in NCI collection programs. Such organizations have access to extracts of organisms collected in their own countries.	
All investigators and organizations requesting access to the Active Repository Program will be asked to provide the following information: • A brief description of their assays and their relevance to cancer. • A description of the expertise in chemistry available for bioassay-guided isolation studies. • The types of extracts desired for testing (one or more of marine or terrestrial plants or marine invertebrates).	
Distribution of Materials • Upon signing of the special terms appearing on page 6 of the Material Transfer Agreement (to which this policy statement is attached), NPB will provide investigators with	

electronic media containing details of all materials available (full taxonomy and anti-cancer screening data sets composed of single- and multi-dose tests, together with mean graphs). • Investigators may choose up to 20 samples for further study. • 25 mg of each selected sample will be provided for investigators to determine if their assays will detect the activities. • Plated Samples: Investigators receiving plated samples through the Open Repository Program may identify extracts restricted to the Active Repository Program. Such extracts may be made available to the investigators providing they qualify for access to the Active Repository, and subject to the 20 sample restriction mentioned above. • On identification of active extracts, investigators will communicate with NPB directly by e-mail or fax, and will be informed whether or not the active materials are available. • Investigators will have active samples reserved for further	

investigation on a first-come first-served basis. Where more than one investigator observes activity for a particular extract, it will be reserved for the first investigator to report activity, and a waiting list of other interested investigators will be established.
 	
• A three month exclusivity period will be granted from the date of receipt of the samples during which time the investigators will inform NPB whether their assays are effective.
 	
• Materials for further investigation may be obtained as follows:
 	
  • Grantees, non-profit organizations and small businesses (that meet SBIR criteria): NPB will provide further materials in negotiated amounts.
 	
  • For-profit organizations not qualifying as small businesses under SBIR regulations will be responsible for the acquisition of further material, working in collaboration with the original collector (if possible),	

and the Country of Origin as stipulated in Article 9 of the MTA. • A further exclusivity period of one year from the time of receipt of the second amount of material will be given to perform bioassay-guided isolation of the active agents. If necessary this period may be extended after review of progress by NPB and the investigator. • The 20 samples are on a rotating basis. When the investigator decide not pursue further research on a sample, or identifies the active agent(s) in a sample, the remainder of that particular sample will be returned to NPB within five working days of reclassification. • For each sample reclassified as being of no further interest to the investigator, one new sample may be requested. No more than 20 samples from the Active Repository Program may be held at one time. • NCI will be kept informed of the progress of the investigations, and will help in the development of any agents meeting the approval criteria of the DCTD Drug Development Committee.	

• Since it is the responsibility of the NCI to see that the conditions of the MTA are maintained during this and subsequent stages of development, NPB will maintain interaction with the investigators and the relevant Countries of Origin.	
Conditions of Access The same conditions of access as apply to the Open Repository Program (vide infra) generally apply to the Active Repository Program, except for differences specified under the Distribution of Materials. Further technical information may be obtained from: Dr. David Newman Chief, Natural Products Branch NCI-FCRDC Fairview Center, Room 206 P. 0. Box B Frederick, MD 21702-1201 Phone:301-846-5387 Fax:301-846-6178 Email: newmand@mail.nih.gov Test results and requests for samples may	

be submitted to: Mrs Erma Brown at the address and phone/fax numbers given above, or by Email at browne@dtpepn.nci.nih.gov Requests must be copied to Dr. Newman at: newmand@mail.nih.gov	

米国ミズーリー大学植物園素材移転契約

米国ミズーリー大学植物園素材移転契約
MATERIAL TRANSFER AGREEMENT

背景

The Missouri Botanical Garden releases samples only under specific conditions to support appropriate research projects. Samples in the Garden's DNA Bank have been collected solely for the purpose of supporting molecular phylogenetics and will be released only for the study of relationships of plants or for studies aimed at improving our understanding of evolutionary mechanisms. Samples will not be made available for bioprospecting endeavors, screening for genes of interest in agricultural research, or any other commercial application.

In order to defray a portion of the costs of maintaining, expanding and distributing the special collection, a contribution of $25.00 per sample supplied is requested. For students and those individuals without adequate funding, a request for a complete or partial waiver should be addressed to the Curator of the Herbarium, Missouri Botanical Garden, P.O. Box 299, St. Louis, Missouri, 63166-0299, USA.

契約本文

As a condition of release for any samples specified on the attached list, each applicant agrees to abide by the restrictions stated above and also agrees to:

1) All requests to pass either material provided by the Garden or extracted DNA to third parties must be approved, via a material transfer agreement, by the Curator of the Herbarium.

2) Acknowledge both the Missouri Botanical Garden and each individual collector of material provided in each publication in which data is used.

3) Provide the Garden with reprints from all resultant publications.

4) Publish jointly with Garden staff members or their foreign collaborators whenever appropriate.

5) Register GenBank/EMBL accession numbers.

Please provide the following information for each request (available on database screen):

Taxa Name: _____

Family: _____

TROPICOS Specimen ID: _____

DNA Sample Type(s): _____

Geography: _____

Collector(s) & number:

_____

Collection Date: _____

I _____(name) of _____ (institutional acronym) certify that I have read and understand the above restrictions and agree that I will conform to all of the regulations of the Missouri Botanical Garden.

Signature _____ Date _____

Please print this form and send the completed version to:

Curator of the Herbarium, Missouri Botanical Garden, P.O. Box 299, St. Louis,

Missouri 63166-0299, USA

米国ウイスコンシン大学簡便素材移転契約

米国ウイスコンシン大学簡便素材移転契約
SIMPLE LETTER AGREEMENT FOR THE TRANSFER OF MATERIALS

In response to RECIPIENT's request for the_____, the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.

2. ***THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.***

3. The MATERIAL will be used for teaching or not-for-profit research purposes only.

4. The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.

5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.

6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, Recipient assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the Material except that, to the extent permitted by law, the Provider shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the Provider.

7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

8. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here:
   _____

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Provider Scientist:

_____

Provider Organization:

_____

Address:

_____

Name of Authorized Official:

_____

Title of Authorized Official:

_____ _____

Certification of Authorized Official: This Simple Letter Agreement has / has not [check one] been modified. If modified, the modifications are attached.

_____

Signature of Authorized Official

_____

Date

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Scientist:

Recipient Organization:

_____

Address:

_____

Name of Authorized Official:

_____

Title of Authorized Official:

_____

Certification of Authorized Official for Recipient Organization.

_____

Signature of Authorized Official

_____

Date

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

_____

Recipient Scientist

_____

Date

米国大学統一生物素材移転契約（UBMT1995）

米国大学統一生物素材移転契約（UBMT1995）

The Uniform Biological Material Transfer Agreement

March 8, 1995

I. Definitions:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

2. PROVIDER SCIENTIST: The name and address of this party will be specified in an implementing letter.

3. RECIPIENT: Organization receiving the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

4. RECIPIENT SCIENTIST: The name and address of this party will be specified in an implementing letter.

5. ORIGINAL MATERIAL: The description of the material being transferred will be specified in an implementing letter.

6. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

7. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

8. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

9. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

10. COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

11. NONPROFIT ORGANIZATION(S): A university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute. As used herein, the term also includes government agencies.

II. Terms and Conditions of this Agreement:

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.

3. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:

(a) is to be used solely for teaching and academic research purposes;

(b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;

(c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and

(d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.

4. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer

to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the [[Page 12774]] RECIPIENT SCIENTIST's direct supervision. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the MATERIAL available, under a separate implementing letter to this Agreement or other agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at NONPROFIT ORGANIZATION(S)) who wish to replicate the RECIPIENT SCIENTIST's research; provided that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.

5.

(a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.

(b) Under a separate implementing letter to this Agreement (or an agreement at least as protective of the PROVIDER's rights), the RECIPIENT may distribute MODIFICATIONS to NONPROFIT ORGANIZATION(S) for research and teaching purposes only.

(c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from

granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.

6. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.

7. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.

8. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.

9. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR

THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

10. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

11. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications.

12. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

13. This Agreement will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, though reagent catalogs or public depositories or (b) on completion of the RECIPIENT's current research with the MATERIAL, or (c) on thirty (30) days written notice by either party to the other, or (d) on the date specified in an implementing letter, provided that:

(i) if termination should occur under 13(a), the RECIPIENT shall be bound to the PROVIDER by the least restrictive terms applicable to the MATERIAL obtained from the then-available resources; and

(ii) if termination should occur under 13(b) or (d) above, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS;

and

(iii) in the event the PROVIDER terminates this Agreement under 13(c) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.

14. Paragraphs 6, 9, and 10 shall survive termination.

15. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested by the PROVIDER, the amount will be indicated in an implementing letter.

米国大学統一標準素材移転契約（UBMTA）手続文書

UBMTA Implementing Letter

The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Uniform Biological Material Transfer [[Page 12775]] Agreement ("UBMTA") March 8, 1995, and to certify that the RECIPIENT (identified below) organization has accepted and signed an unmodified copy of the UBMTA. The RECIPIENT organization's Authorized Official also will sign this letter if the RECIPIENT SCIENTIST is not authorized to certify on behalf of the RECIPIENT organization. The RECIPIENT SCIENTIST (and the Authorized Official of RECIPIENT, if necessary) should sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER SCIENTIST will forward the material to the RECIPIENT SCIENTIST upon receipt of the signed copy from the RECIPIENT organization.

Please fill in all of the blank lines below:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL:

Organization:_____

Address: _____

_____

2. RECIPIENT: Organization receiving the ORIGINAL MATERIAL:

Organization:

Address: _____

_____

3. ORIGINAL MATERIAL (Enter description):

_____

_____

_____

4. Termination date for this letter (optional):

5. Transmittal Fee to reimburse the PROVIDER for preparation and distribution costs (optional). Amount:_____.

This Implementing Letter is effective when signed by all parties. The parties executing this Implementing Letter certify that their respective organizations have accepted and signed an unmodified copy of the UBMTA, and further agree to be bound by its terms, for the transfer specified above.

PROVIDER SCIENTIST

Name: _____

Title: _____

Address: _____

_____

Signature: _____

Date: _____

RECIPIENT SCIENTIST

Name: _____

Title: _____

Address: _____

_____

Signature: _____

Date: _____

RECIPIENT ORGANIZATION CERTIFICATION

Certification: I hereby certify that the RECIPIENT organization has accepted and signed an unmodified copy of the UBMTA (May be the RECIPIENT SCIENTIST if authorized by the RECIPIENT organization):

Authorized

Official: _____

Title: _____

Address: _____

_____

Signature: _____

Date: _____

英国王立植物園Kew標準非商用種子素材供給契約

英国王立植物園Kew標準非商用種子素材供給契約

NON COMMERCIAL MATERIAL SUPPLY AGREEMENT FOR SEED MATER (with effect from 1 December 2004)

The Royal Botanic Gardens, Kew ("Kew") is committed to the letter and spirit of the Convention on Biological Diversity ("CBD") and expects its partners to act in a manner consistent with the CBD. This agreement is designed to promote scientific research and exchange, whilst recognising the terms on which Kew acquired the plant or fungal material and the important role played by *ex situ* collections in the implementation of the CBD. Kew reserves the right not to supply any plant or fungal material if such supply would be contrary to any terms attached to the material and/or to the CBD. Kew will supply the material listed on the reverse of this agreement ("Material") subject to the following terms and conditions:

1. The recipient may only use the Material, its progeny or derivatives for the common good in **scientific research, education, conservation and the development of botanic gardens**;

2. The recipient shall **not sell, distribute or use for profit or any other commercial application**1 the Material, its progeny or derivatives;

3. The recipient shall **share fairly and equitably** the benefits arising from their use of the Material, its progeny or derivatives in accordance with the CBD.

4. The recipient shall **acknowledge** Kew, as supplier, in all written or electronic reports and publications resulting from their use of the Material, its progeny and derivatives and shall **lodge a copy** of all such publications and reports with Kew;

5. The recipient shall take **all appropriate and necessary measures** to import the Material in accordance with relevant laws and regulations and to

contain the Material, its progeny or derivatives so as to prevent the release of invasive alien species;

6. The recipient may only **transfer** the Material, its progeny or derivatives to a bona fide third party such as a botanic garden, university or scientific institution for **non-commercial** use in the areas of scientific research, education, conservation and the development of botanic gardens. All transfers shall be subject to the terms and conditions of this agreement. The recipient shall **notify Kew** of all such transfers and, on request, shall provide Kew with copies of the relevant material transfer agreement;

7. The recipient shall maintain **retrievable records** linking the Material to these terms of acquisition and to any accompanying Data provided by Kew;

8. Unless otherwise indicated, **copyright** in all information or data ("Data") supplied with the Material is owned by Kew or Kew's licensors. You may use this Data on condition that it is used solely for scholarly, education or research purposes; that it is not used for commercial purposes; and that you always acknowledge the source of the Data with the words "With the permission of the Board of Trustees of the Royal Botanic Gardens, Kew";

9. Kew makes **no representation or warranty** of any kind, either express or implied, as to the identity, safety, merchantability or fitness for any particular purpose of the Material, its progeny or derivatives, or as to the accuracy or reliability of any Data supplied. The recipient will indemnify Kew from any and all liability arising from the Material, its progeny or derivatives and/or the Data and from their use or transfer, including any ecological damage. This agreement is governed by and shall be construed in accordance with English law;

10. The recipient will contact Kew to request **prior permission** from Kew or, where appropriate, from the provider of the Material to Kew, for any activities not covered under the terms of this agreement.

I agree to comply with the conditions above: Signed: Date:

dd/mm/yy

Name and Position: Organisation and Department:

Address: E-mail:

Tel. Number:

Please return a signed copy to: ……..,
Royal Botanic Gardens, Kew, Richmond Surrey TW9 3AE, United Kingdom.

Kew Staff Signature: Name/Position/Date: dd/mm/yy:

LIST OF PLANT MATERIAL SUPPLIED

英国王立植物園 Kew 保存標本試料破壊採取用標準素材移転契約

英国王立植物園 Kew 保存標本試料破壊採取用標準素材移転契約

NON COMMERCIAL MATERIAL SUPPLY AGREEMENT FOR DESTRUCTIVE SAMPLING OF HERBARIUM SPECIMENS

（with effect from 1 December 2004）

The Royal Botanic Gardens, Kew ("Kew") is committed to the letter and spirit of the Convention on Biological Diversity ("CBD") and expects its partners to act in a manner consistent with the CBD. This agreement is designed to promote scientific research and exchange, whilst recognising the terms on which Kew acquired the plant or fungal material and the important role played by *ex situ* collections in the implementation of the CBD. Kew reserves the right not to supply any plant or fungal material if such supply would be contrary to any terms attached to the material and/or to the CBD.

Kew will supply the material listed on the reverse of this agreement ("Material") subject to the following terms and conditions:

1. The recipient may only use the Material, its progeny or derivatives for the common good in **scientific research, education, conservation and the development of botanic gardens**;

2. The recipient shall **not sell, distribute or use for profit or any other commercial application**[22] the Material, its progeny or derivatives;

[22] For the purposes of this agreement, commercial application shall mean: applying for, obtaining or transferring intellectual property rights or other tangible or intangible rights by sale or licence or in any other manner; commencement of product development; conducting market research; seeking pre-market approval; and/or the sale of any resulting product.

3. The recipient shall **share fairly and equitably** the benefits arising from their use of the Material, its progeny or derivatives in accordance with the CBD. You will find a non exhaustive list of non-monetary and monetary benefits at Appendix II to the Bonn Guidelines: www.biodiv.org/programmes/socio-eco/benefit/bonn.asp;

~~4.~~ The recipient shall **acknowledge** Kew, as supplier, in all written or electronic reports and publications resulting from their use of the Material, its progeny and derivatives and shall **lodge a copy** of all such publications and reports with Kew;

5. The recipient shall take **all appropriate and necessary measures** to import the Material in accordance with relevant laws and regulations and to contain the Material, its progeny or derivatives so as to prevent the release of invasive alien species;

6. The recipient may only **transfer** the Material, its progeny or derivatives to a bona fide third party such as a botanic garden, university or scientific institution for **non-commercial** use in the areas of scientific research, education, conservation and the development of botanic gardens. All transfers shall be subject to the terms and conditions of this agreement. The recipient shall **notify Kew** of all such transfers and, on request, shall provide Kew with copies of the relevant material transfer agreement;

7. The recipient shall maintain **retrievable records** linking the Material to these terms of acquisition and to any accompanying Data provided by Kew;

8. Unless otherwise indicated, **copyright** in all information or data ("Data") supplied with the Material is owned by Kew or Kew's licensors. You may use these Data on condition that they are used solely for scholarly, education or research purposes; that they are not used for commercial

purposes; and that you always acknowledge the source of the Data with the words "With the permission of the Board of Trustees of the Royal Botanic Gardens, Kew";

9. Kew makes **no representation or warranty** of any kind, either express or implied, as to the identity, safety, merchantability or fitness for any particular purpose of the Material, its progeny or derivatives, or as to the accuracy or reliability of any Data supplied. The recipient will indemnify Kew from any and all liability arising from the Material, its progeny or derivatives and/or the Data and from their use or transfer, including any ecological damage. This agreement is governed by and shall be construed in accordance with English law;

10. The recipient will contact Kew to request **prior permission** from Kew or, where appropriate, from the provider of the Material to Kew, for any activities not covered under the terms of this agreement.

I agree to comply with the conditions above:

Signed: Date: dd/mm/yy

Name and Position: Organisation and Department:

Address: E-mail:

Tel. Number:

Please return a signed copy to:

……,

Royal Botanic Gardens, Kew, Richmond Surrey TW9 3AE, United Kingdom.

Kew Staff Signature: Name/Position/Date: dd/mm/yy:

LIST OF PLANT MATERIAL SUPPLIED

英国王立植物園 Kew 保存標本調査訪問許可条件

英国王立植物園 Kew 保存標本調査訪問許可条件

Conditions for visitors consulting the Herbarium Collections

1. In line with Royal Botanic Gardens, Kew's policy on access to genetic resources and

benefit-sharing, no specimens or parts of specimens may be removed from the collections

without separate written permission (see also *Destructive Sampling*). Specimens must not be

removed from the Herbarium even on a temporary basis.

2. Any material submitted for deep freezing will be ready for collection in not less than 72 hours from the

time of placement in the freezer.

3. Visitors are requested not to enter the Quadrangle Compactor Store without permission. This must be

reconfirmed with your staff member responsible on a daily basis.

4. Please do not use the Herbarium collections until you have been introduced to your staff member

responsible and/or other designated staff member. If it is your first visit he/she will explain how the Kew

system works and offer any necessary guidance on the correct handling of herbarium specimens. Always

treat the specimens as a priceless scientific and historic resource. Remember to keep the specimens face

upwards. Do not treat a genus cover as a book and flip the specimens over so that they are face downwards.

Do not leave unstable stacks of specimens on the tables and always cover specimens when not working with

them.

5. As far as possible, all specimens studied should be annotated.

Determinavit or *Confirmavit* slips,

showing determination, signature and date, either printed or legibly written in permanent ink, should be

attached to the sheet (preferably as near to the bottom right as possible) concerned with the glue provided.

Please do not stick determination labels of the '*self adhesive type*' (even if alleged to be of archival quality)

to herbarium sheets. When specimens of more than one taxon or collection are mounted on one sheet,

separate slips should be provided for each. Except to distinguish the various elements of such mixtures, no

marks should be made on the sheets themselves. Existing labels, other determinations, notes, etc. must not

in any circumstances be removed, covered or in any way defaced. We provide archivally approved

stationery for use on herbarium specimens. Please do not use ordinary office stationery.

6. If you notice a previously unrecognised type specimen, or if you re-determine a specimen, please draw it

to the attention of your staff member responsible (or other designated staff member). Before removing any

such specimens from a species cover check that the country of collection is clearly indicated on the

specimen. Once removed from the context of the Herbarium, historical (or classical) specimens can be

difficult to re-incorporate. Please do not attempt to re-arrange the collections without first consulting your

member of staff responsible (or other designated staff member).

Health & Safety. It should be noted that Kew specimens might, at some time, have been

chemically treated to deter insect infestation. Specimens should be handled with

appropriate care. Gloves are available on request.

Loans. Please ask for guidance before putting aside any specimens that you wish to have sent on loan (see

Policy for the Loan of Herbarium Specimens). You will be provided with a loan request form which must be

signed on your behalf by the Head / Collections Manager of the Recipient Institution and returned to RBG,

Kew before the loan can be processed.

Ancillary collections. Please first ask your staff member responsible (or other designated staff member)

if you wish to consult the carpological or spirit collections. The spirit collection is normally open until 13.00

each day.

Dissection. The dissection of type material is normally discouraged. However, with permission, the

dissection of reasonable portions of non-type specimens is permitted, providing the material is adequate.

All dissected portions must be placed in a paper capsule and attached to the herbarium sheet concerned

using the archival glue provided. Microscope slides or other preparations made from material in the

collections remain the property of RBG, Kew and must not be taken away. Microscopes for visitors' use can

be supplied upon request.

Destructive sampling. The removal of parts of specimens for studies in palynology, anatomy,

phytochemistry, etc. (destructive sampling), is not allowed without the specific, prior permission of the

Keeper (*see Requests for portions of specimens from the Kew Herbarium*). Removal of material

for DNA extraction is not permitted but aliquots of DNA extracts may be available from the Jodrell

Laboratory provided the specimen is suitable. A Material Supply Agreement (MSA) is now required for all

samples removed from the Kew Herbarium. Please ask your staff member responsible (or other designated

staff member) for further information.

Photography. Visitors wishing to take photographs of specimens must obtain permission to do so. A

lighting stand is available on request. Images of specimens may be used for research. However, permission

must be obtained from the Board of the Trustees of the RBG, Kew to use such images for publication, or in

any other way.

Other Collections. A prior and separate appointment is needed to consult the Mycological, Palynological

or Economic Botany Collections.

The Library. If you wish to use the Library, you must first be introduced to the Enquiries Librarian.

Please note that the Economic Botany Library, in the Sir Joseph Banks Building, is only open for

consultation at limited times. The Archives may only be consulted by appointment with the Archivist.

Requests for photocopies must be handled by the Library; you will be asked to sign a copyright declaration

and advised on costs.

Telephone. If you need telephone or fax facilities, please ask first. There is a pay-phone in the building

(Wing D ground floor corridor).

Keeper (Director) Herbarium, Library, Art & Archives

フランス植物ゲノム資源センター（INRA-CNRGV）素材移転契約

MATERIAL TRANSFER AGREEMENT for ACADEMIC AND FOR-PROFIT ORGANIZATION *

I. PARTIES

The effective date hereof is 2015-04-09. The parties to this Agreement are :
A. The French Plant Genomic Resource Center (hereinafter INRA-CNRGV) with offices at INRA -CNRGV - Chemin de Borde Rouge - BP 52627 - 31326 Castanet Tolosan Cedex - FRANCE and
B. The Your Laboratory : Your Laboratory. Your address . Your city . Your country ; hereinafter referred to as the "RECIPIENT" , acting on its behalf and for its laboratory Your Laboratory, hereinafter the "LABORATORY", represented by , hereinafter "RECIPIENT's SCIENTIST".

II. TERMS AND CONDITIONS

A. Pursuant to a request from the RECIPIENT, INRA-CNRGV will provide a copy of the Helianthus annuus Han-B-412h BAC library clone(s) (list of clone identifiers. Exemple : 26G9, 12C3, BX817271...) contained in the clone library Helianthus annuus Han-B-412h and currently stored at the INRA-CNRGV (hereinafter the "MATERIAL"). The MATERIAL is the property of the INRA-CNRGV, (hereinafter referred to as "INRA-CNRGV"). No commercial or licence rights are granted or involved in INRA-CNRGV's supply of the MATERIAL to the RECIPIENT.
B. The MATERIAL is being supplied on a non-exclusive basis for the sole purpose of conducting an inhouse research program for academic purposes. In this Agreement, "academic purposes" means publication and dissemination to the public of the knowledge generated by the use of the MATERIAL.
This transfer of the MATERIAL to the RECIPIENT in no way limits the rights of INRA-CNRGV to make other transfers.

C. The MATERIAL comprises a total of 3 tube(s).

D. INRA-CNRGV will provide the MATERIAL on payment by the RECIPIENT of 7 euros per clone (+ 13 euros for shipping cost) for

preparation of the MATERIAL, shipping and handling. [23]

E. This is a "F.O.B. (free on board) Place of Shipment Contract."

F. The RECIPIENT agrees to and hereby indemnifies and holds INRA-CNRGV harmless for any and all damage or losses that might arise in any way from the RECIPIENT's use, handling, transportation, or disposal of the MATERIAL to the extent that such damages or losses are not the result of negligent or wilful misconduct on the part of INRA-CNRGV. Notwithstanding the foregoing, in case of damage or loss of the MATERIAL during transportation from INRA-CNRGV to the RECIPIENT, INRA-CNRGV will transfer another copy of said MATERIAL at the RECIPIENT's request and costs.

G. The MATERIAL provided hereunder is understood to be experimental in nature and may have hazardous properties. The MATERIAL is provided on a "as is" basis without warranty of merchantability or fitness for a particular purpose or any other warranty, representation or guarantee, expressed or implied, and with no liability whatsoever of INRA-CNRGV concerning the origin, nature and consequences in the use of such MATERIAL.

H. The RECIPIENT agrees that the MATERIAL will not be used outside the LABORATORY and transferred to any third party.

I. The RECIPIENT agrees not to patent, protect, claim any title, deed or restrictive right on the MATERIAL including modifications and derivatives thereof. The result of any research based upon the MATERIAL (including any product or process related thereto or derived therefrom) and other biological material or information or results obtained or discovered from other sources but which could not have been obtained or discovered without the disclosure of the MATERIAL may not be commercialised or put to any

[23] VAT and Shipping charges will be added to the price according to the address of delivery. For customers within the EU, no VAT will be charged if you provide the VAT number of your organisation. No VAT is charged outside the EU.

other than strictly non-commercial use without a written agreement between INRA-CNRGV and RECIPIENT concerning commercial exploitation. This requirement also applies to the seeking of protection of intellectual property (including but not limited to the filing of patent applications) for the results of any research based upon the MATERIAL (including any product or process related thereto or derived therefrom) and other biological material or information or results obtained or discovered from other sources but which could not have been obtained or discovered without the disclosure of the MATERIAL. The INRA-CNRGV retains in any case the right to use such RECIPIENT's results for scientific, non-commercial purposes.

J. The RECIPIENT agrees to acknowledge the contribution of the Laboratory of the INRA-CNRGV (http://cnrgv.toulouse.inra.fr/) in any publication that may result from use of the Materials.

K. RECIPIENT agrees to cite any upcoming publication by any senior scientist of INRA-CNRGV disclosing the MATERIAL and information associated with the MATERIAL for the very first time in any publication that may result from the use of the Materials. Furthermore, RECIPIENTS will refrain from publishing, either in writing or orally, any scientific data or information whatsoever relating the MATERIAL as a whole or major parts thereof including more than 50 percent of the clone libraries respective contents. In case RECIPIENT desires to be exempt from the aforementioned restriction, it shall apply to INRA-CNRGV to obtain prior written approval for any such proposed publication which shall not be withheld unreasonably

L. This Material Transfer Agreement does not imply any direct or indirect license or warranty whatsoever with regards to the MATERIAL and use thereof nor does it guarantee not to infringe on any rights or claims from third parties with regards to the MATERIAL or the MATERIAL's suitability, novelty or safety for any purpose whatsoever. The RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use of the MATERIAL under this Agreement.

M. This Agreement is subject to French law and exclusive interpretation by the French courts. This document constitutes the entire agreement between

the parties and only a signed writing may modify it. The validity period of this document is ten (10) years from the effective date of 2015-04-09.

For the INRA-CNRGV.
Signature of Authorized Official :
Hélène BERGES,
Position of authorized Official :
Director, CNRGV
Date :

For the RECIPIENT : Your Laboratory .
Signature of Authorized Official :
Position of authorized Official :
Date

フランス農業開発研究国際協力センター（CIRAD）素材移転契約

Material Transfer Agreement of Centre de Coopération Internationale en Recherche Agronomique pour le Développement

Material Transfer Agreement XXX/CIRAD 2014-2015 1

This material transfer agreement has been drawn up in reference to the general agreement signed on..... between the parties indicated below, and notably to its sections 1 and 8.

This agreement (hereinafter referred to as the "MTA") is entered into by and between:

Centre de Coopération Internationale en Recherche Agronomique pour le Développement (CIRAD), whose registered office is located at 42 rue Scheffer, 75116 Paris Cedex, France, duly represented by Mr Daniel Barthélémy, in his capacity as Director of the Biological Systems Department, hereinafter referred to as the **"Supplier"**

And

....., whose registered office is located at ....., duly represented by ....., in his capacity as ..... (hereinafter referred to as the "**Recipient**")

Section 1. Scope of the MTA

The purpose of this MTA is to set out the terms and conditions under which the Supplier is to supply to the Recipient the Material defined in section 2 hereunder.

Section 2. Description of the Material

The biological resources covered by this MTA are varieties of sugarcane (or other related botanical genera - such as *Miscanthus, Erianthus*) in the form of cuttings leaving quarantine, for which a list is given and the characterstics are described in the accompanying annexes, which form an

integral part of this agreement.
These biological resources, as well as any related documentation or information, are hereinafter referred to as the **"Material"**.

Section 3. Status of the Material and Intellectual Property Rights

The Material has been supplied to CIRAD by the Plant Breeders mentioned in the accompanying annex, who authorize CIRAD to transfer their varieties in accordance with the provisions of this agreement. The Material shall not be protected by any intellectual property rights whatsoever, by the Recipient or any third party.
CIRAD cannot provide any assurance or guarantee that the varieties or their use are exempt from any patent and other intellectual property rights.

Section 4. Authorized Use of the Material

The Material is transferred from the Supplier to the Recipient for the sole purpose of assessing its agricultural performance under the Recipient's local conditions, to identify varieties that can be used in the context of [....place....].
The varieties supplied may only be used commercially within the limits of the express permission granted by the Plant Breeder. In particular, for varieties whose use for commercial purposes is not specified, the Recipient is committed not to use them for commercial purposes without obtaining the prior, written authorization of the Plant Breeder.

Section 5. Subsequent Transfer of the Material by the Recipient

The Material shall not be transferred by the Recipient to any third party without the prior, written consent of the Plant Breeder, and subject to the said third party respecting all the conditions of this MTA.

Section 6. Duty to Inform

The Recipient shall, within a reasonable time span, send information back to CIRAD and to the Plant Breeder regarding the agricultural performance of the varieties introduced at the Recipient's site. This information will enable

CIRAD and the Plant Breeder to more effectively characterize these varieties and more effectively target the varieties to place under quarantine in the future.

Section 7. Publications

The Recipient agrees to indicate the identity of the Material Supplier in any publication mentioning the Material or concerning work in which the Material was used, and to send the Supplier a copy of each publication.

Section 8. Property and Application of Derived Results

The research results obtained or derived from the Material by the Recipient (hereinafter referred to as "**Derived Results** ") shall be the property of the Recipient, who may protect them by intellectual property rights and use them commercially, provided that it negotiates beforehand with the Plant Breeder the just and equitable sharing of the advantages resulting from such commercial use.
The Recipient agrees to pass on the Derived Results to the Plant Breeder, which may use them freely for research purposes, alone or with its partners.

Section 9. Warrantees and Obligations of the Supplier

The Supplier warrants the sanitary condition of the Material solely for the elements described in the accompanying official certificate, which certifies that the Material complies with the sanitary requirements of the country of the Recipient on the date of transfer (Phytosanitary Certificate issued by the national organization in charge of plant protection for plant biological resources, equivalent certificates or declarations for animal or microbial biological resources). However, the guarantee provided by the quarantine certificate and by the phytosanitary certificate accompanying the varieties when they are shipped to the Recipient is limited by the detection thresholds of the tests carried out.
The Material is experimental by nature and is supplied without any warrantee or commitment as to its quality, viability or purity (genetic or physical), or as to its performance or fitness for any particular purpose.

The Supplier shall in no way be held responsible for any loss or damage, of any nature whatsoever, that might result from the supply of the Material to the Recipient, its intentional or unintentional dissemination, or its use by the Recipient. In particular, CIRAD shall not be held responsible for the appearance of diseases or pests on the supplied varieties once they have been shipped to the Recipient.

Section 10. Rights and Obligations of the Recipient

The Recipient shall be held solely responsible for complying with regulations, in particular the sanitary (quarantine, etc.) and biosafety regulations, as well as the rules governing the import and dissemination of biological material, applicable in the country or countries where the Material is introduced or disseminated under this MTA.
The Recipient shall ensure that the Material is handled by persons with the necessary skills, knowledge, experience and abilities, on appropriate premises and with appropriate equipment, befitting the nature of the Material. The Recipient shall be held solely responsible for any loss, damages, claims or other obligations resulting from the use of the Material, whatever the cause.

Section 11. Term and Termination

This MTA shall come into force on the date of its signature by the last signatory, for an undetermined duration.

Section 12. Applicable Law and Jurisdication

This MTA is subject to French law.
The Supplier and the Recipient shall endeavour to resolve amicably any dispute in connection with the interpretation, performance or validity of this MTA. Should no settlement be reached within a period of three months, the parties shall submit the dispute for arbitration by the International Seed Federation (ISF), Chemin du Reposoir 7, 1260 Nyon, Switzerland, whose decision shall be final.

Signed and delivered in _____, in two original copies.

On behalf of XX On behalf of CIRAD
Title: Director, Biological Systems Department
Surname, forename Daniel BARTHELEMY
And by order,
Isabelle GUINET-BRIAL

Annex to the MTA:
Lists and characteristics of the available varieties during 2014-2015 quarantine season.
The annexes are preferentially supplied electronically. They will be sent by post in printed document form at the express request of the Recipient.

オランダ真菌類多様性センター素材移転契約

オランダ菌類多様性センター素材移転契約

MATERIAL TRANSFER AGREEMENT *Version 2, January 17, 2011*

This Material Transfer Agreement is between CBS and the RECIPIENT of CBS MATERIALS. It applies to the use, handling, supply and any disposition of the MATERIAL supplied by CBS. CBS will transfer the MATERIAL under the terms and conditions specified below. The RECIPIENT accepts these terms and conditions by placing an order with CBS.

Definitions

AGREEMENT: this document.

CBS: Centraalbureau voor Schimmelcultures（CBS）, Uppsalalaan 8, 3584 CT Utrecht.

COMMERCIAL PURPOSES: the use of the MATERIAL for the purpose of profit.

DEPOSITOR: person(s) or institution who provided CBS with the ORIGINAL MATERIAL.

LEGITIMATE EXCHANGE: the transfer of the MATERIAL, within the same Company or Institution or Research Group (including partners in different institutes collaborating on a defined joint project This also includes the transfer of MATERIALS between named public service culture collections/BRCs for accession purposes, provided the further distribution by the receiving collection/BRC is under comparable MTA conditions as those in place at the supplying collection.

MATERIAL: ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES.

MODIFICATIONS: substances created 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.

ORIGINAL MATERIAL: that which was originally supplied to CBS by the depositor, or subsequently as a result of a re-accession of the same strain .

PROGENY: unmodified descendant (e.g. subculture or replicate) from the MATERIAL

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.

END-USER: scientist working with the supplied MATERIAL.

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.

1. **Recipient Rights, Qualifications and Responsibility**

(a) RECIPIENT shall not sell, distribute, lend, or otherwise transfer the MATERIAL to any others, save those involved in LEGITIMATE EXCHANGES as defined above.

(b) 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 the purpose of scientific research, teaching or quality control (QC) purposes or any such other purposes agreed in writing with CBS.

(c) RECIPIENT declares 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 take the appropriate precautions to minimize any risk of harm to persons and property and to safeguard it from theft or misuse. RECIPIENT agrees that MATERIAL or PROGENY designated Hazard

Group 2 or above (as defined by the national regulations where CBS is located) constitute known pathogens and that other MATERIAL, not so designated may be pathogenic under certain conditions. RECIPIENT agrees that any handling or other activity undertaken in their laboratory with the MATERIAL will be conducted in compliance with all applicable laws and regulations. RECIPIENT is solely responsible for safe receipt, use, storage and disposal. RECIPIENT acknowledges that the risks represented by any organisms received from CBS should be assessed on the basis of intended use and the experience of the workers exposed to them, and that under certain circumstances organisms normally considered non-pathogens may cause disease

(d) RECIPIENT declares that all information provided to CBS in connection with any purchase order for MATERIAL is true, correct and complete, including any information provided for use in obtaining any license, permit or other authorization with respect to orders hereunder; or otherwise complying with applicable laws and regulations. RECIPIENT agrees to comply with all restrictions on export from the Netherlands and re-export from other countries set forth in the export licenses and any other permit or authorization required by law for the MATERIAL supplied.

(e) With respect to transfers of MATERIAL to destinations outside the Netherlands, (i) RECIPIENT assumes all risk and responsibility in connection with complying with applicable foreign law and regulations concerning the import, handling, transportation, storage, use, and misuse or other wrongdoing with respect to MATERIAL and (ii) RECIPIENT has advised CBS when placing its order of any foreign legal or regulatory requirements pertaining to the requested shipment to be implemented within the Netherlands in connection with such shipment.

2. Intellectual Property Matters

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

(b) If the RECIPIENT desires to use the MATERIAL or MODIFICATIONS for defined COMMERCIAL PURPOSE(S), it is the responsibility of the RECIPIENT, in advance of such use to negotiate in good faith with at

least the appropriate authority in the Country of Origin [indicated by CBS's documentation] on the terms of any benefit sharing.

(c) RECIPIENT agrees to acknowledge CBS and the Country of Origin as the source of the MATERIAL in any and all publications and patent applications that reference the MATERIAL using the CBS accession number(s).

(d) RECIPIENT shall indemnify CBS, to the extent permitted by law, against any claims made against CBS by third parties relating to any patent or other proprietary rights of such third parties and also against any claims or liabilities. This includes, without limitation, any claims relating to, the receipt, handling, storage, transfer, disposal, use and any misuse or other wrongdoing with respect to MATERIAL transferred hereunder.

3. **Limited Warranty of Material**

(a) CBS hereby represents and warrants that the MATERIAL shall be viable and pure (as far as can be determined through CBS test regimes) upon shipment from CBS, and for a period, from CBS 's shipment, of thirty (30) days (the "Warranty Period"). The primary remedy for breach of this warranty is replacement by CBS of the MATERIAL free of charge if lack of viability or purity is reported upon receipt or within the applicable Warranty Period, provided that the claim is justified to CBS's satisfaction. Any expiration date specified on the MATERIAL shipment documentation does not constitute a warranty. The RECIPIENT may obtain a credit or full refund if CBS fails to supply a viable replacement of any MATERIAL sold.

(b) Disclaimer of warranties. Except as expressly provided in this AGREEMENT, there are no representations or warranties by CBS or its DEPOSITORS with respect to the items, express or implied, including without limitation, any implied warranty of authenticity, typicality, title, safety, merchantability, or fitness for a particular purpose. Neither CBS nor its DEPOSITORS makes any representation or warranty that use of the items will not infringe any patent, copyright, trademark or other proprietary right of third parties nor as to the accuracy or correctness of the data.

(c) CBS may, at its discretion, provide technical assistance and information

with respect to the MATERIAL as well as other products and procedures associated with use of the MATERIAL. CBS makes no warranties of any kind, express or implied, with respect to the technical assistance or information provided. It is the RECIPIENTS responsibility to assess the technical assistance and information in consideration of the use, selection, application or suitability of the items purchased.

4. Limitation of liabilities

(a) RECIPIENT recognises the potential hazard of utilising the MATERIAL, the experimental nature of the MATERIAL and understands that the taking of appropriate precautions to minimise any health risk becomes fully their responsibility upon receipt of the MATERIAL. Neither CBS nor any authorized supplier of CBS cultures is liable for any damages or injuries resulting from receipt and/or improper, inappropriate, negligent or other wrongful handling or use of the MATERIAL.

(b) Similarly, neither CBS nor any authorized supplier, is liable from any misidentification, misrepresentation, lack of title, safety, purity, variation of properties of the MATERIAL supplied. Neither CBS nor its authorized suppliers will be liable to the RECIPIENT or the RECIPIENT's institution or any of its employees, representatives, or agents for any loss, claim or demand made by the RECIPIENT or the RECIPIENT's institution or such persons made against RECIPIENT or the RECIPIENT's institution by any other party, due to or arising from the use of the items by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or wilful misconduct of CBS.

(c) Neither CBS nor any authorized supplier shall have any liability to the RECIPIENT or the RECIPIENT's institution for any consequential (including lost profits), incidental, indirect, special, economic or punitive damages arising out of, or based upon the transactions contemplated by this AGREEMENT or the subject hereof, even if CBS has been advised of the possibility of such damages.

(d) The exclusive remedy against CBS (including any agent) for any losses or damage of any kind whatsoever, whether in contract, tort or otherwise, shall be, at CBS 's discretion, including refund of the fee paid to CBS for such MATERIAL or other item or replacement of the MATERIAL.

5. Shipping

CBS will package the MATERIAL for shipping in accordance with IATA international safety regulations.

The RECIPIENT is responsible for ensuring that all permits required for the RECIPIENT to receive its order are obtained and that sufficient proof of such permits can be provided to CBS if requested. If special processing or packaging or shipment is necessary or is requested by the RECIPIENT, a special processing fee will be charged. If the MATERIAL is lost or damaged during shipment, CBS will investigate the circumstances and at its discretion, replace such MATERIAL, including storage media, at no additional charge, provided that the RECIPIENT has reported damaged or lost shipments immediately to the applicable airline or freight forwarder and notified CBS promptly upon discovery thereof.

6. Miscellaneous

(a) Certain contributors of MATERIAL to CBS have requested, and CBS has agreed, that they will be notified of the identity of transferees of MATERIALS hereunder. These MATERIALS are appropriately marked in CBS's documentation. RECIPIENT acknowledges that nothing prohibits CBS from identifying RECIPIENT as a transferee of MATERIALS hereunder.

(b) RECIPIENT understands and accepts that CBS may refuse further sales of its products should RECIPIENT wilfully violate the terms of this AGREEMENT.

(c) The RECIPIENT may not assign or otherwise transfer this AGREEMENT or any rights or obligations under this AGREEMENT, whether by operation of law or otherwise. Any attempted assignment or transfer will be void and have no force or effect. This Agreement, including all documents incorporated herein and in conjunction with CBS's Terms and Conditions, constitute the entire AGREEMENT between CBS and RECIPIENTS with respect to all MATERIALS and supersedes all previous AGREEMENTS or representations. CBS may revise this Agreement at any time.

(d) This Agreement shall be construed and enforced in accordance with and governed by the laws of the Netherlands.

ノルウエーオスロ自然史博物館素材移転契約

ノルウエーオスロ自然史博物館素材移転契約

Material Transfer Agreement

Natural History Museum

University of Oslo

DNA Bank

POBox 1172

Blindern 0318 Oslo Norway

Phone: (+47) 22 85 18 01

nhm-dnabank@nhm.uio.no

www.nhm.uio.no

The Natural History Museum of Oslo (NHM) is committed to the letter and spirit of the Convention on Biological Diversity (CBD) and expects its partners to act in a manner consistent with the CBD. This Material Transfer Agreement (MTA) is designed to promote scientific research, exchange and education, and the conservation of biodiversity, and complies with the CETAF/CPB[24] Memorandum of Understanding on principles for research loans between natural history collections. NHM reserves the right not to supply requested material if such supply would be contrary to any terms attached to the material and/or to the CBD.

The material specified in the Specimen list (hereafter. Material) will be provided to the signatory (Recipient) of this MTA subject to the following terms and conditions:

1. The Material may only be used in non-commercial, scientific research, education or for the conservation of biodiversity.

[24] Consortium of European Taxonomic Facilities/Collections Policy Board

2. The Material may not be used for profit or any other commercial purpose.
3. The Recipient is responsible for obtaining all relevant permits (CITES, import permits etc.), and shall cover any costs associated with permitting.
4. The Recipient shall maintain retrievable records linking the Material to this MTA and any accompanying data (Data) provided by the NHM DNA Bank.
5. All or substantial parts of the Data may not be incorporated into any publicly available database without explicit approval from the NHM DNA Bank. If incorporated into local databases for reference or similar purposes, it shall be made clear that the Material and Data originate from the NHM DNA Bank.
6. The NHM DNA Bank shall be acknowledged as the source of the Material in all written, electronic and oral presentations that include analyses of the Material or parts thereof. Individual samples should be referenced by their NHM DNA Bank accession numbers. An electronic copy of all such presentations should be sent to the NHM DNA Bank.
7. The Material may not be transferred to any third party without prior consent from the NHM DNA Bank.
8. If DNA is extracted from the Material, an aliquot (minimum 50-100 (mL) of the extract shall be returned to the NHM DNA Bank, unless a specific exception is made under "Specific conditions" on the reverse side. Contact the technical curator of the NHM DNA Bank for further details on return of extracts.
9. The amount of Material provided is intended to be no more than what is needed for the analyses outlined in the loan application. Any extra Material is therefore not expected to be returned, unless specifically stated under "Specific conditions" on the reverse side.
10. Any sequence data resulting from analyses of the Material shall be registered in GenBank/EMBL or other similar publicly available databases. An electronic list of associated accession numbers or their equivalent, linked to the NHM DNA Bank accession number(s) of the Material, shall be returned to the NHM DNA Bank.
11. Any errors, misidentifications or other ambiguities discovered in the Material or Data should be reported back to the NHM DNA Bank.

12. The material is provided without any warranty of any kind. The Recipient hereby indemnifies and holds harmless NHM for any liability or expenses incurred by NHM as a result of Recipient's use of the Material.
13. Prior consent from the NHM DNA Bank or, where appropriate, from the provider of the Material to NHM DNA Bank, is required for any use of the Material not covered by this MTA.

Please provide contact information and signature of the Recipient on the reverse side.

Recipient

Institution and department

Address

E-mail

Phone number

I agree to comply with the conditions above:

Place and date Recipient signature

For the NHM DNA Bank

Specific conditions:

Date Staff signature

チェコ穀物研究所食料農業植物遺伝資源素材移転契約

Material Transfer Agreement on Plant Genetic Resources for Food and Agriculture "National Programme on Plant Genetic Resources and Agro-biodiversity Conservation and Utilization" of the Czech Republic, Czech Gene Bank, CRI.

背景

Subject matter Plant genetic resources for Food and Agriculture

Summary of use(s) Exclusively for their conservation and utilisation in research, breeding and education with the aim to ensure food production and agriculture.

Purpose or background The Crop Research Institute holds plant genetic resources (PGR) in accordance with the Act No. 148/2003 and authorization of the Ministry of Agriculture of the Czech Republic. Participant of the National Programme on Plant Genetic Resources and Agro-biodiversity Conservation and Utilization is obliged to provide samples of PGR for purposes of breeding, research and education to domestic and foreign users. Samples of PGR are provided under conditions of this agreement, if sufficient stock exists and if sampling will not endanger or damage the genetic resource. Parameters of the provided samples of PGR and extent of services are regulated by the Decree No. 458/2003. In case of foreign users (legal or natural persons) the obligation mentioned above is applied only to subjects and their requirements for providing the samples covered by the International Treaty on Plant Genetic Resources for Food and Agriculture.

Material Transfer Agreement on Plant Genetic Resources for Food and Agriculture

(*Recommended MTA model forinstitutions participating in the "National Programme on Plant Genetic Resources and Agro-biodiversity Conservation and Utilization" of the Czech Republic and providing plant genetic resources to users*)

Crop Research Institute, Gene Bank Department, Drnovská 507, 161 06 Praha 6 – Ruzyne, Czech Republic,tel.:+420 233 022 111, fax:+420 233 022 286, email: cropscience@vurv.cz

(hereinafter "provider")

holds plant genetic resources (PGR) in accordance with the Act No. 148/2003 and authorization of the Ministry of Agriculture of the Czech Republic. Participant of the National Programme on Plant Genetic Resources and Agro-biodiversity Conservation and Utilization is obliged to provide samples of PGR for purposes of breeding, research and education to domestic and foreign users. Samples of PGR are provided under conditions of this agreement, if sufficient stock exists and if sampling will not endanger or damage the genetic resource. Parameters of the provided samples of PGR and extent of services are regulated by the Decree No. 458/2003. In case of foreign users (legal or natural persons) the obligation mentioned above is applied only to subjects and their requirements for providing the samples covered by the International Treaty on Plant Genetic Resources for Food and Agriculture.

Aim of this agreement is to contribute to conservation of plant genetic resources, to ensure access to these resources and their sustainable use respecting fair benefit sharing.

Availability of samples of plant genetic resources for food and agriculture kept by the provider is guaranteed for the following categories of material:

Category 1)

Samples of plant genetic resources for food and agriculture listed in the Annex I of the International Treaty on Plant Genetic Resources for Food and Agriculture.

Category 2)

Samples of plant genetic resources for food and agriculture not listed in the Annex I of the International Treaty on Plant Genetic Resources for Food and Agriculture and that were:

- either developed (produced, obtained as a property) in the institution that presently maintains these genetic resources or which were obtained by this institution before the Convention on Biological Diversity has entered into force and to which no legal protection is applied and/or their availability is not limited in other way (by an author or owner of the given genetic resource – e.g. requirement of reciprocity etc.),
- or obtained after the Convention on Biological Diversity entered into force, however on the basis of an agreement which enables to provide such genetic resources for agricultural (biological) research, breeding and education without any restrictions.

Availability of PGR samples mentioned in the categories 1) and 2) is guaranteed in accordance with provisions of the International Treaty, namely its articles 12.3 and 13.2d.

Plant genetic resources not included in the categories 1) or 2) or to which legal protection is applied and/or their availability is limited in other way by an author, provider or owner of such genetic resource, are not subject of this agreement. Nevertheless, they can be made available on the basis of mutual providing of the same or similar advantages and/or on the basis of a special agreement.

At recognition and respect for his given liabilities, responsibilities and rights, the provider enables access to plant genetic resources in his collections and in the gene bank under the following conditions:

Recipient of plant genetic resources sample(s) agrees herewith that:

- He will enable access to samples of genetic resources exclusively for their conservation and utilisation in research, breeding and education with the aim to ensure food production and agriculture.

- He will not apply on provided plant genetic resources any form of intellectual property rights or other rights that could restrict an easy availability of plant genetic resources for food and agriculture or their genetic segments or components that he obtained on the basis of this agreement.
- He will ensure that all further (third) persons and/or institutions, to that the recipient makes available the respective genetic resources, will guarantee for provided genetic resources and/or materials that were directly and essentially derived from them, that this further (third) person will be bound by the same provisions as in this agreement and will guarantee to transfer the same obligation to possible subsequent recipients.
- If the obtained samples of genetic resources or their segments or components will be further evaluated and characterised by the recipient and any data on their properties will be obtained, the recipient undertakes to provide the data to the sample provider. Upon request of the recipient the provided data can be made publicly available only after a three year's period from their transfer.
- If the results of the use of provided samples of PGR or their segments or components are published, the recipient (user) undertakes to recognise and quote provider of used genetic resources in the publication and send a copy of such publication to the provider.
- In case, that the result of use of provided PGR samples in research or breeding is a material (e.g. cultivar) on which legal protection is applied, the recipient of PGR samples undertakes to inform the provider and send him copies of documents constituting such legal protection.
- Recipient of PGR samples is fully responsible, that transfer of samples will comply with national regulations concerning quarantine and biosafety, as well as import and release of plant genetic resources for cultivation in recipient country.

Phytosanitary state of provided PGR sample(s) is guaranteed only in such a case and extent as specified in Phytosanitary Certificate and only when its copy is enclosed. Provider accepts no liability for accuracy and correctness of

any passport or other data provided along with a PGR sample(s). He also does not guarantee safety, quality, viability and purity (genetic and/or mechanical) of provided PGR samples.

In case of disputes within the frame of the agreement, a party of the agreement can require arbitration, at national level or at the International Chambre of Commerce, Paris, France.

The samples of plant genetic resources listed below are provided only after recipient acceptance of the agreement conditions. This agreement enters into force immediately after recipient accepts the PGR samples listed below.

If the conditions mentioned above are not met by the recipient, provider may refuse future services to this recipient.

List of provided samples of genetic resources (in case of lack of space, please use an annex):

……
.....

The provider asks the requesting party to fill in and sign this agreement by a statutory representative and return it to provider.

Name of the recipient of the sample(s) of plant genetic resources:

……
.....

Full address (place, street, number, postal code, phone, e-mail)

……
.....

On behalf of recipient:

…… …… ……
.....

First name, surname,
title Position Signature

Date and place: ……..

On behalf of provider:

Ing. Zdenek Stehno, CSc. head of the Gene
Bank .....

First name, surname,
title Position Signature

Date and place:....., Prague

ロシア主導植物園間素材取得標準契約

MODEL MATERIAL ACQUISITION AGREEMENT BETWEEN [PARTNER INSTITUTION] AND [PARTICIPATING GARDEN][25]

背景

This model agreement has been prepared for illustrative purposes in connection with the Botanic Garden Pilot Project on Access to Genetic Resources and Benefit-sharing. The language of this draft agreement is appropriate to certain circumstances and to English law only. Consequently, no person should rely on the language of this draft without first consulting his or her own legal adviser.

契約本文

An AGREEMENT made the day of One thousand nine hundred and ninety nine between [Participating Garden] ("[PG]") and [Partner Institution] ("[Partner]").

WHEREAS:

[PG] is a [corporate description], whose mission is [mission statement];

In pursuit of this mission, [PG] exchanges Biological Material with other research institutes worldwide;

In its work, [PG] intends to honour the letter and spirit of the 1992 Convention on Biological Diversity, the 1973 Convention on International Trade in Endangered Species of Wild Fauna and Flora (including the relevant implementing European Community Regulations), and other regional, national and subnational laws and policies concerning biodiversity;

[PG] and [Partner] may establish a joint collecting and conservation programme and may instigate collaborative research projects relating to the collection, study and conservation of plant biodiversity; and

---

[25] http://bogard.isu.ru/cbd/mmaa.htm

[Partner] is interested in providing [PG] with certain Biological Materials;

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. In this Agreement the following expressions shall have the following meanings:

1.1 "Biological material" includes, but is not limited to, plants, plant parts or propagation material (such as seeds, cuttings, roots, bulbs, corms or leaves), fungi or other fungal material, and any other material of plant, animal, fungal, microbial or other origin and the genetic resources contained therein;

1.2 "Commercialise" and "Commercialisation" means the use or exploitation of genetic resources, their progeny or Derivatives, with the object of, or resulting in, financial gain, and includes but is not limited to the following activities: sale, applying for, obtaining or transferring intellectual property rights or other tangible or intangible rights by sale or licence or in any other manner, commencement of product development, conducting market research, and seeking pre-market approval;

1.3 "Derivatives" include, but are not limited to, modified or unmodified extracts and any compounds or chemical structures based on or derived from genetic resources and their progeny, including analogues;

1.4 "Genetic Resources" mean any material of plant, animal, fungal, microbial or other origin containing functional units of heredity of actual or potential value;

1.5 "Material" shall mean the plant, animal, microbial or fungal biological material transferred from time to time under this Agreement;

1.6 "Third Party" shall mean any person other than [PG] and [Partner].

2.1 In consideration of the undertaking by [PG] in clause 3.1, below, [Partner] will transfer to [PG] the Material listed in each "Notification of Material Transferred under the Material Acquisition Agreement between [Partner] and the [PG] (the "Notification of Transfer") to be itemised and agreed by the parties for each material transfer under this Agreement. A pro forma copy of the Notification of Transfer is attached as Appendix A hereto.

2.2 The Material referred to in clause 2.1 will be transferred pursuant to the terms of this Agreement.

2.3 The signature of [Partner] on any Notification of Transfer will confirm firstly that [Partner] is satisfied that best efforts have been made by [PG] and/or by [Partner], as appropriate, to obtain all necessary permits, prior informed consents and licenses in connection with the acquisition by [PG] of the Material and secondly that [Partner] is authorised to acquire and supply the Material to [PG].

3.1 [PG] undertakes, where reasonably practicable, to provide [Partner] with a fair and equitable share of any benefits obtained by [PG] resulting from the use of any Genetic Resources, their progeny or Derivatives, including the results of processing, monitoring, research, development or other use of such Genetic Resources.

3.2 Research publications by [PG] resulting from the use of any Genetic Resources, their progeny or Derivatives, will acknowledge [Partner] as the source of such Genetic Resources.

4.1 In order to justify investment in the collaboration established by this Agreement, [PG] must ensure its future use of the Material. Consequently, subject to the terms of clause 4.2, below, [PG] shall own the Material and may use it for purposes consistent with its not-for-profit mandate.

4.2 [PG] will not Commercialise any Genetic Resources, their progeny or Derivatives, without having obtained the written permission of [Partner] prior to such Commercialisation. Any such Commercialisation to which [Partner] agrees will be subject to a separate agreement with [Partner] consistent with [PG]'s policy on access to genetic resources and benefit-sharing.

4.3 [PG] may supply any Genetic Resources, their progeny or Derivatives, to a Third Party and will use its best efforts to ensure that such Third Party has entered into a written agreement with [PG] containing conditions no less restrictive than those contained in this Agreement, including the conditions on benefit-sharing, publication, Commercialisation and supply of Genetic Resources, their progeny or Derivatives, and providing that such Third Party

shall not supply such Genetic Resources, their progeny or Derivatives, to any other Third Party (a "Subsequent Recipient") unless such Subsequent Recipient has entered into a legally binding written agreement containing conditions no less restrictive than those contained in this Agreement, including the conditions on benefit-sharing, publication, Commercialisation and supply of Genetic Resources, their progeny or Derivatives.

5.1 This Agreement shall be in effect from _____ and shall extend for a term of [ten (10)] years after such date unless the parties reach prior agreement to new terms. The obligations and rights contained in Clauses 1, 2.2, 2.3, 3, 4 and 5 herein shall survive the expiration or other termination of this Agreement.

5.2 Notwithstanding clause 5.1 above, either party to this Agreement may give six months notice to the other party to terminate this Agreement.

5.3 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control including, without limitation, any of the following: Act of God, governmental act, war, fire, flood, explosion, civil commotion or industrial disputes of a Third Party or impossibility of obtaining gas or electricity or materials. Subject to the affected party promptly notifying the other party in writing of the cause and the likely duration of the cause, the performance of the affected party's obligations, to the extent affected by the cause, shall be suspended during the period the cause persists.

5.4 Any dispute, difference or question between the parties arising under this Agreement shall be referred to an arbitrator to be agreed between the parties or, in default of agreement [insert appropriate arbitration provisions].

5.5 Any notice or other document to be served under this Agreement may be delivered or sent by prepaid air mail or by fax to the party to be served at the below address or at such other address as it may have notified to the other party in accordance with this clause. Any notice shall be marked for the attention of the person and at the address indicated below:

[Participating Garden]:

Name: [Insert name]
Position: [Insert title]
Address: [Insert address]

[Partner Institution]:

Name: [Insert name]
Position: [Insert title]
Address: [Insert address]

Any notice or document shall be deemed to have been served (a) if delivered, at the time of delivery; or (b) if posted by air mail, at 10:00 a.m. on the fifth business day after it was put in the post; or (c) if sent by fax at the expiration of two hours after the time of despatch if despatched before 3:00 p.m. (local time of destination) or at 10:00 a.m. (local time) on the next business day after despatch in any other case.

5.6 The provisions of this Agreement constitute the entire Agreement between the parties relating to the subject matter and the parties do not make any representations or warranties except those contained in this Agreement. The Agreement shall not be considered extended, cancelled or amended in any respect unless done so in writing signed on behalf of the parties hereto.

5.7 This Agreement is personal to the parties and none of the rights or the obligations under this Agreement may be assigned or transferred without the prior written consent of the other party.

5.8 The provisions contained in each clause and sub-clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of these provisions is void and would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

5.9 Nothing contained in this Agreement shall constitute a partnership between [PG] and [Partner] or constitute either of them the agent of the other.

5.10 This Agreement is governed by and shall be construed in accordance with [insert appropriate nationality] law.

5.11 This Agreement may be executed in any number of counterparts, all of which,

taken together, shall constitute one and the same agreement.

AS WITNESS the hands of the duly authorised representatives of the parties hereto.

SIGNED BY:
for and on behalf of [Partner]

Name: DATE:

Title:

SIGNED BY:
for and on behalf of [Participating Garden]

Name: DATE:

Title:

Appendix A

PRO FORMA

NOTIFICATION OF MATERIAL TRANSFERRED UNDER THE MATERIAL ACQUISITION AGREEMENT BETWEEN [PARTNER] ("[PARTNER]") AND [PARTICIPATING GARDEN] ("[PG]")

The material itemised on the attached sheets, sequentially numbered A1 to A___ and each initialled by a duly authorised representative of [Partner] and a duly authorised representative of [PG], is transferred subject to the Material Acquisition Agreement between [Partner] and [PG], dated . . . . . .

SIGNED
for [Partner Institution] for [Participating Garden]:

Name:	Name:
Title:	Title:
Date:	Date:

CONFIRMATION OF GOVERNMENT APPROVAL

AS A DULY AUTHORISED REPRESENTATIVE OF [Government Department/Name of Host Country], I HEREBY CONFIRM, ON BEHALF OF THE GOVERNMENT OF [Name of Host Country] THAT I HAVE REVIEWED AND APPROVED THE MATERIAL ACQUISITION AGREEMENT, DATED ..... 1998 BETWEEN [Partner Institution] AND [Participating Garden].

SIGNED:
FOR [Government Department/Name of Host Country]

NAME:	DATE:
TITLE:	
DEPARTMENT:	

NOTIFICATION OF MATERIAL TRANSFERRED UNDER THE MATERIAL ACQUISITION AGREEMENT BETWEEN [PARTNER INSTITUTION] ("[PARTNER]") AND [PARTICIPATING GARDEN] ("[PG]")

The material itemised on the attached sheets, sequentially numbered A1 to A___ and each initialled by a duly authorised representative of the [Partner]

and a duly authorised representative of [PG], is transferred subject to the Material Acquisition Agreement between [Partner] and [PG], dated . . . . . .

SIGNED

for [Partner Institution]	for [Participating Garden]
Name:	Name:
Title:	Title:
Date:	Date:

ロシア主導植物園連合生物素材供給モデル契約

MODEL AGREEMENT FOR SUPPLY OF BIOLOGICAL MATERIAL[26]

背景

This model agreement has been prepared for illustrative purposes in connection with the Botanic Garden Pilot Project on Access to Genetic Resources and Benefit-sharing. The language of this draft agreement is appropriate to certain circumstances and to English law only. Consequently, no person should rely on the language of this draft without first consulting his or her own legal adviser.

契約本文

Upon receipt of this Agreement, signed by Recipient below, and because Recipient has agreed to comply with the terms and conditions set forth in this Agreement, [Participating Garden] ("[PG]") will supply to Recipient such of the Biological Material[27] requested by Recipient as is, in [PG]'s sole judgement, reasonable and appropriate. Such Biological Material as is supplied to Recipient will be accompanied by a copy of this Agreement, on the reverse of which the Biological Material being supplied (the "Material") will be itemized.

---

[26] http://bogard.isu.ru/cbd/cpg99_e.htm

[27] Note 1. Biological material includes, but is not limited to, plants, plant parts or propagation material (such as seeds, cuttings, roots, bulbs, corms or leaves), fungi or other fungal material, and any other material of plant, animal, fungal, microbial or other origin and the genetic resources contained therein; Genetic resources mean any material of plant, animal, fungal, microbial or other origin containing functional units of heredity of actual or potential value. This definition of genetic resources is adapted from the definitions of genetic materials and genetic resources set forth in Article 2 of the Convention on Biological Diversity.

[PG] intends to honor the letter and spirit of the Convention on Biological Diversity in the use of its collections. Accordingly, the supply of any and all Biological Material by [PG] to Recipient, including any Material to be supplied under this Agreement, will be subject to the following conditions:

1. Subject to Clauses 2 and 4 below, Recipient may use the Material and any progeny or Derivatives[28] thereof such as modified or unmodified extracts) for non-commercial purposes only.

2. Recipient will provide [PG] with a fair and equitable share of any benefits obtained by Recipient arising out of any utilization by Recipient of the Material or its progeny or Derivatives, including benefits such as research results and copies of publications. In addition, Recipient shall acknowledge [PG] and, where determinable, the Country of Origin, in all research publications resulting from the use of the Material.

3. Under this Agreement, Recipient may not commercialize[29] the Material or any progeny or Derivatives thereof.

4. If at any point in the future Recipient wishes to commercialize the Material or its progeny or Derivatives, Recipient must first obtain the written permission of [PG]. Any commercialization to which [PG] agrees will

---

[28] (Derivatives include, but are not limited to, modified or unmodified extracts and any compounds or chemical structures based on or derived from genetic resources and their progeny, including analogues;

[29] Commercialisation means the use or exploitation of genetic resources, their progeny or Derivatives, with the object of, or resulting in, financial gain, and includes but is not limited to the following activities: sale, applying for, obtaining or transferring intellectual property rights or other tangible or intangible rights by sale or licence or in any other manner, commencement of product development, conducting market research, and seeking pre-market approval;

be subject to a separate agreement between Recipient and [PG] consistent with [PG]'s policy that benefits be shared fairly and equitably with the Country of Origin[30] of the Material.

5. Recipient may not transfer the Material or any progeny or Derivatives thereof to any party other than Recipient or [PG] without the prior informed consent in writing of [PG], and then only under a legally binding written agreement containing terms no less restrictive than those contained in this Agreement unless otherwise agreed in writing by [PG].

6. [PG] makes no representation or warranty of any kind, either express or implied, (1) as to the identity, safety, merchantability or fitness for any particular purpose of the Material or its progeny or Derivatives or (2) that the Material provided to Recipient under this Agreement is or will remain free from any further obligation to obtain prior informed consent from, to share benefits with or to comply with restrictions on use imposed by the country of origin of the Material or any other country or regional economic integration organization. Recipient will indemnify [PG] from any and all liability arising out of the Material or its progeny or Derivatives and their use.

7. This Agreement is governed by and shall be construed in accordance with [insert appropriate nationality] law.

I understand that any Material supplied to me by [PG] pursuant to this Agreement will be subject to, and I agree to comply with, the conditions above.

SIGNED BY:
for and on behalf of [Insert name of recipient institution] ("Recipient")
Name: [Insert name of individual]

---

[30] Note 2. Country of origin of genetic resources means the country which possesses those genetic resources in in situ conditions;

Title: [Insert title of individual]
Date: [Insert date]

SIGNED BY:
for and on behalf of [Participating Garden]

Name: [Insert name of individual]
Address of Recipient: [Insert address]
Date: [Insert date]

韓国バイオ科学・技術研究所標準素材移転契約

韓国バイオ科学・技術研究所標準素材移転契約

Model Material Transfer Agreement of the Korean Research Institute of Bioscience and Biotechnology

背景

Subject matter Material Transfer Agreement

Summary of use(s) This Research Material will be used by recipient's investigator solely in connection with the following research project described with specificity as follows. This Research Material will only be used for research purposes by recipient's investigator in his/her laboratory under suitable containment conditions. This Research Material will not be used for commercial purposes including for the avoidance of doubt for the production or sale of any products or for clinical use, for which a commercialization license may be required and RECIPIENT will not file patents on the Research Material of its uses or any material developed using the Research Material.

Purpose or background This Research Material represents a significant investment on the part of provider, and is considered proprietary to provider, recipient's investigator therefore agrees to retain control over this Research Material, and further agrees not to transfer the Research Material to other people not under her or his direct supervision without advance written approval of provider. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Project is completed or three (3) years have elapsed, whichever occurs first, the Research Material will be destroyed by recipient or otherwise disposed of as mutually agrees by provider and recipient.

Contact details Eun-young LYU, Patent Attorney, Korea Research Institute of Bioscience and Biotechnology, South Korea, 111 Gwahangno Yuseong-gu Daejeon, eylyu@kribb.re.kr, +82 42 860 4741, +82 42 860 4749

本文

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement ("MTA") is effective beginning on the date of the latter of two authorized signatures of the parties. The parties in this agreement are _____ (hereinafter called "PROVIDER") and _____ (Hereinafter called "RECIPIENT").

1. PROVIDER agrees to transfer to RECIPIENT's investigator named below the following Research Material:

2. RECIPIENT's Investigator:

3. This Research Material will be used by RECIPIENT's investigator solely in connection with the following research project ("Research Project") described with specificity as follows (use an attachment page if necessary):

4. This Research Material will only be used for research purposes by RECIPIENT's investigator in his/her laboratory under suitable containment conditions. This Research Material will not be used for commercial purposes including for the avoidance of doubt for the production or sale of any products or for clinical use, for which a commercialization license may be required and RECIPIENT will not file patents on the Research Material of its uses or any material developed using the Research Material.

5. In all oral presentation or written publications concerning the Research Project, RECIPIENT will acknowledge PROVIDER's contribution of this Research material unless requested otherwise. To the extent permitted by law, RECIPIENT agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of PROVIDER's written information about this Research Material that is stamped "CONFIDENTIAL", except for information that was previously known to RECIPIENT or that is or becomes publicly available or which is disclosed to RECIPIENT without a confidentiality obligation. RECIPIENT may publish or otherwise publicly disclose the results of the Research Project, but if PROVIDER has given CONFIDENTIAL information to RECIPIENT such public disclosure may be

only after PROVIDER has had thirty (30) days to review the proposed disclosure.

6. This Research Material represents a significant investment on the part of PROVIDER, and is considered proprietary to PROVIDER, RECIPENET's investigator therefore agrees to retain control over this Research Material, and further agrees not to transfer the Research Material to other people not under her or his direct supervision without advance written approval of PROVIDER. PROVIDER reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Project is completed or three (3) years have elapsed, whichever occurs first, the Research Material will be destroyed by RECIPIENT or otherwise disposed of as mutually agrees by PROVIDER and RECIPIENT.

7. This Research Material is being supplied to RECIPIENT with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. PROVIDER makes no representations that the use of the Research Materials will not infringe any patent or proprietary rights of third parties.

8. RECIPIENT acknowledges that in case of any invention involving all new results, data, information and know-how acquired concerning the studies conducted by RECIPIENT with respect to the Material provided by PROVIDER hereunder, patent applications on such invention shall not be filed without a prior written consent of PROVIDER concerning to the disclosure and claim of the said application.

9. RECIPIENT shall bear all risk to it and any others resulting from any use, directly or indirectly, to which it puts the Research Materials or any other material that could not have been made but for these Research Materials.

10. RECIPIENT agrees to defend, indemnify, and hold harmless PROVIDER from any loss, claim, damage, or liability, of any kind whatsoever, which may arise from RECIPIENT's use, storage or disposal of the MATERIAL, except to the extent arising due to the negligence or legal wrongdoing of

PROVIDER. Where such an indemnity is precluded, RECIPIENT assumes liability for damages which may arise from its use, storage or disposal of the Material, except to the extent arising due to the negligence or legal wrongdoing of PROVIDER.

11. RECIPIENT understands that no other right or license to this Research Material or any other material that could not have been made but for this Research Material or to their use is granted or implied as a result of our transmission of these Research Materials to it.

If you agree to accept these Research Materials under the above conditions, please sign the enclosed duplicate copy of this letter, have it signed by an authorized representative of your institution, and return one original to me. Upon receipt of that confirmation I will forward the Research Materials to you.

The undersigned parties agree and accept the foregoing:

PROVIDER	RECIPIENT
Signature :	Signature :
Name :	Name :
Title :	Title :
Date :	Date :