



# OGS

Istituto Nazionale  
di Oceanografia  
e di Geofisica  
Sperimentale

Borgo Grotta Gigante 42/c  
34010 Sgonico (Trieste)  
c. fisc./p.iva: 00055590327  
tel. +39 040 21401  
ogs@pec.it  
www.ogs.it

## CoSMi – Collection of Sea Microorganisms

*Simplified MTA for LEGITIMATE EXCHANGE*

### MATERIAL TRANSFER AGREEMENT

between

CoSMi [COLLECTION/PROVIDER]

and

\_\_\_\_\_ [RECEIVING COLLECTION/USER]

TO BE SIGNED BY THE **[RESPONSIBLE SCIENTIST/CURATOR]**

*This template can be used for the transfer of the MATERIAL between scientists working in the same Laboratory, Institution, Research Group, or between partners in different Institutions collaborating on a defined joint project, for non-commercial purposes ("LEGITIMATE EXCHANGE"). This also includes the transfer of MATERIAL<sup>1</sup> between public service culture collections and biological resource centers (BRCs) for deposit purposes.*

*Legitimate exchange is permitted only if further distribution by the RECEIVING COLLECTION/USER occurs under MTA conditions that are equivalent to and compatible with the standard MTA established and implemented by the COLLECTION/PROVIDER.*

**Please sign and send to [cosmi@ogs.it](mailto:cosmi@ogs.it)**

**The dispatch of the MATERIAL listed in Annex I will NOT be processed until a signature is received.**

---

<sup>1</sup> MATERIAL: Biological material originally supplied to the COLLECTION by the DEPOSITOR, and progeny of the original biological material. The MATERIAL shall not include MODIFICATIONS, meant as Substances produced by the RECIPIENT by using the MATERIAL, which are not the original MATERIAL, progeny, or unmodified derivatives, and which have new properties. MODIFICATIONS include, but are not limited to, recombinant DNA clones [e.g. homologous recombination products, cassette exchange products, germ line transmission products, crosses, breeding varieties, cell fusions, sub-cloning products etc.] [e.g.: homologous recombination products, germ line transmission products, crossover products, novel varieties, cell fusion, sub-cloning products, and so on].



**OGS**

Istituto Nazionale  
di Oceanografia  
e di Geofisica  
Sperimentale

## CoSMi – Collection of Sea Microorganisms

### Terms and conditions

1. **Purpose of the MATERIAL exchange.** The MATERIAL may be used for:
  - **a) non commercial utilization<sup>2</sup>:** non commercial research purposes only and is not for use in humans (including food or cosmetic preparations) or for clinical or veterinary purposes;
  - **b) deposit/maintenance/conservation only:** the MATERIAL will not be used for research purposes and will not be supplied either to third parties or within further legitimate exchanges;
  - **c) deposit/maintenance/conservation and/or non commercial utilization and/or subsequent distribution to the user community:** the MATERIAL can be supplied either to third parties or within further legitimate exchanges, provided that the MATERIAL supplied/transferred to subsequent users/third parties will not be used for commercial purposes and that the subsequent user/third party will abide by the PIC<sup>3</sup> and MAT<sup>4</sup> and/or IRCC<sup>5</sup> and any other condition under which the MATERIAL was originally acquired. The RECEIVING COLLECTION/USER must have similar terms and conditions including that MATERIAL can only be used for non-commercial research purposes and that their customers cannot subsequently distribute strains purchased from the RECEIVING COLLECTION/USER. For MATERIAL on the scope of the Nagoya Protocol, it may have associated documents available (PIC, MAT, IRCC): the RECEIVING COLLECTION/USER must take into due account the conditions and terms thereof and transfer all documents to the subsequent user.

---

<sup>2</sup> NON-COMMERCIAL UTILIZATION: UTILIZATION of the MATERIAL for purposes including but not limited to taxonomy, basic research, education, or quality control purposes independent of the legal/commercial status of the RECIPIENT. "Utilization" means to conduct research and development on the genetic and/or biochemical composition of the MATERIAL, including through the application of biotechnology, as defined by art. 2 of the Convention of Biological Diversity (CBD).

<sup>3</sup> PRIOR INFORMED CONSENT (PIC): permit issued by the Competent National Authority of a Providing Country prior to accessing Genetic Resources.

<sup>4</sup> MUTUALLY AGREED TERMS (MAT): an agreement reached between a Providing country of Genetic resources and the accessing natural or legal person ("user") with respect to the conditions of access to genetic resources in the provider country and the benefits to be shared between both Parties.

<sup>5</sup> INTERNATIONALLY RECOGNIZED CERTIFICATE OF COMPLIANCE (IRCC): a domestic access permit that has been made available to the ABS Clearing House (<https://absch.cbd.int/>)



**OGS**

Istituto Nazionale  
di Oceanografia  
e di Geofisica  
Sperimentale

## CoSMi – Collection of Sea Microorganisms

2. **Commercial use is prohibited.** The MATERIAL supplied/transferred by the COLLECTION/PROVIDER cannot be used for commercial purposes. For MATERIAL regulated by the Nagoya Protocol, it may have associated documents available (PIC, MAT, IRCC) and the RECEIVING COLLECTION/USER must take into due account the conditions and terms thereof. For all other MATERIAL, commercial use of products is defined as using the material for the purpose of profit generation. The income obtained from the RECEIVING COLLECTION/USER and generated from the distribution of exchange MATERIAL is not to be intended as a commercial use. [Individual requests for commercial use of the Material can be considered on a case-by-case basis by COLLECTION/PROVIDER management, in which case the RECEIVING COLLECTION/USER should direct their customers to contact the COLLECTION/PROVIDER once the commercial use is anticipated]. [If the RECEIVING COLLECTION/USER 's research results in an invention, at least [12] weeks before filing a patent application or a similar intellectual property right involving the MATERIAL or its use, the RECEIVING COLLECTION/USER shall notify the COLLECTION/PROVIDER and will enter a separate agreement in good faith with the COUNTRY OF ORIGIN, as appropriate, and/or the DEPOSITOR and/or the COLLECTION depending on the origin of the strain].
3. **Nagoya Protocol compliance.** Prior Informed Consent (PIC), Mutually Agreed Terms (MAT), Internationally Recognized Certificate of Compliance (IRCC) and/or an additional (depositor-originated) Material Transfer Agreement (MTA) may accompany the MATERIAL, if in scope of the Nagoya protocol. The RECEIVING CULTURE COLLECTION/USER shall download these documents, which are available for download in the COLLECTION/PROVIDER Catalogue, adhere to the provisions defined therein, and retain the documents for 20 years after the MATERIAL is last used.
4. If the RECEIVING COLLECTION/USER intends to submit sequence data to an International Nucleotide Sequence Database Collaboration (INSDC) data repository [e.g., GenBank/EMBL/DDBJ], the RECEIVING COLLECTION/USER shall include the appropriate unique identifier provided by the COLLECTION, along with the COUNTRY OF ORIGIN of the MATERIAL. Such submissions shall comply with applicable national and international laws implementing the Nagoya Protocol to the



**OGS**

Istituto Nazionale  
di Oceanografia  
e di Geofisica  
Sperimentale

## CoSMi – Collection of Sea Microorganisms

Convention on Biological Diversity and any relevant documentation pertaining to ABS with regard to the MATERIAL. Furthermore, the RECEIVING COLLECTION/USER shall provide the COLLECTION/PROVIDER with a comprehensive list of such deposits, including GenBank/EMBL/DDBJ Accession numbers, within three (3) months from the date of each deposit, except as otherwise governed by applicable regulations.].

- 5. Future publications.** The RECEIVING COLLECTION/USER shall reference the COLLECTION/PROVIDER, including the MATERIAL ID number(s) (unique identifiers) and the COUNTRY OF ORIGIN of the MATERIAL, in all written, electronic, and oral publications and reports. This shall be in accordance with applicable national and international laws implementing the Nagoya Protocol to the Convention on Biological Diversity, as well as any relevant documentation pertaining to ABS regarding the MATERIAL. The RECEIVING COLLECTION/USER shall provide the COLLECTION/PROVIDER with a copy of each publication that references the scientific research conducted using the MATERIAL within three (3) months of its publication date, except as otherwise governed by applicable regulations.

### **The COLLECTION/PROVIDER**

CoSMi – Collection of Sea Microorganisms

Name/Surname and position in the Organization (block letters)

---

Authorized signatory:

---

Place/date

---

### **The RECEIVING COLLECTION/USER**

---

Name/Surname and position in the Organization (block letters)

---

Authorized signatory:

---

Place/date

---





**OGS**  
Istituto Nazionale  
di Oceanografia  
e di Geofisica  
Sperimentale

## CoSMi – Collection of Sea Microorganisms

Copies of relevant documentation, as indicated below, is annexed to this document if relevant to the MATERIAL, and forms part of the Agreement:

- IRCC n. \_\_\_\_\_
- PIC n. \_\_\_\_\_
- MAT n. \_\_\_\_\_
- MTA n. \_\_\_\_\_
- OTHER n. \_\_\_\_\_