This MTA has been developed according to the recommendations of the *Microorganisms Sustainable Use and Access Regulation International Code of Conduct* (MOSAICC). The reception of this MTA implies the acceptance of the CAIM policy.

The Collection of Aquatic Important Microorganisms (CAIM, henceforth known as the PROVIDER) is an academic and public source of microbiological material that specializes in aquatic bacteria; it is part of the Center for Research on Nutrition and Development (CIAD, A.C.).

CAIM can receive and distribute MICROORGANISMS or microbial genetic resources (MGR); these transfers can be:

1. Transfer where further distribution is excluded: the RECIPIENT cannot distribute the MGR to anybody outside his/her institution.
2. Transfer where further distribution is allowed.

The choice between these two types of transfer is determined by the users' capacity and the suppliers for keeping records of the individuals or institutions from where they transfer MGRs. Except when the MGRs are transferred to a culture collection recipient or when both recipient and provider are culture collections, the present MTA excludes distribution to third parties.

CAIM can accept only microorganisms for public deposit. The microorganisms under this type of deposit appear in the catalog/web page and can be supplied to third parties freely or through a fee.

NOTICE TO DEPOSITORS: According to the Convention on Biological Diversity (CBD)

(CBD), it is your responsibility as a depositor to ensure the MGRs were collected with the Prior Informed Consent (PIC) procedure of the country of origin and that the deposit of the samples in an open collection does not infringe any national obligations. In the absence of any information to the contrary, CAIM will assume it is free to supply any newly deposited material to third parties.

Categories of MGRs

The RECIPIENT and the PROVIDER distinguish the following categories of use of MGRs:

1. Use for test, reference, bioassay, and control (covering only their use within the framework of the corresponding official (inter)national test-, bioassay, and control protocols); use for training and research purposes.
2. For teaching or academic research: No commercial application; no intellectual property rights (IPR) related to MGRs, derived technology, and information.
3. Commercial use. Commercial use of MGRs includes but is not limited to selling, patenting, obtaining, or transferring intellectual property rights or other tangible or intangible rights by sale or license, product development, and seeking pre-market approval.

For categories 1 and 2 uses:

The RECIPIENT will not claim ownership over the MGRs received or seek intellectual property rights or related information. If the RECIPIENT wishes to utilize or exploit such organisms commercially, he will first inform the PROVIDER, when applicable, of suitable and adequate recompense to those entitled to be rewarded, and the country of origin will be discussed in the spirit of the Convention on Biological Diversity.

THE RECIPIENT will ensure that any individual or institution to which the RECIPIENT makes samples of the MGRs available is bound by the same provision.

Category 3 uses:

In order to ensure adequate benefit sharing with the country of origin and «names of those entitled to be rewarded», according to the principles of the Convention on Biological Diversity, the RECIPIENT will immediately inform the PROVIDER and the country where the MGRs were originally accessed, of the intended commercial use(s) of the MGRs and/or derived technology

and/or related information. The terms upon which benefit sharing with the stakeholders takes effect are laid down in the annex.

For all categories of uses:

The RECIPIENT will mention the PROVIDER, the strain reference number, and the country of origin in the publication, presenting scientific results and related information resulting from the use of the MGRs.

Scope of use

The Recipient agrees that Material designated as biosafety level 2 constitutes known pathogens and that other Material not so designated and replicates or modifications may be pathogenic under certain conditions. The recipient assumes all risk and responsibility related to the receipt, handling, storage, safekeeping, disposal, transfer, and use of the material. The recipient agrees that any activity undertaken with the MGRs will comply with all applicable

(inter)national guidelines, laws, and regulations. CAIM does not take any responsibility for the MGRs forwarded by the recipient to other scientists who are not working under the recipient's direct supervision. Recipient agrees to acknowledge CAIM and any provider indicated by CAIM as the source of the MGRs in all publications, more specifically to mention the country of origin and provider.

Payment

Payments should be made by bank transfer only before the MGRs are shipped.

Shipping

CAIM will package the MGRs for shipping in accordance with applicable laws and regulations. RECIPIENT is responsible for ensuring that all permits required for the recipient/purchaser to receive its order are obtained and that sufficient proof of such permits is provided to CAIM prior to shipping. CAIM assumes no responsibility if the permits are inadequate and the package is not delivered to the RECIPIENT. If the MRGs are lost during shipment, CAIM will replace them at no additional charge, at one time only. It is the responsibility of the RECIPIENT to provide a correct shipping address.

Warranty

The MGRs are viable for a period of up to 30 days (warranty period) starting from the day of shipment unless otherwise stated. Lack of viability should be reported within the warranty period. CAIM will replace the MGRs if the lack of viability is reported in time. The RECIPIENT is responsible for handling and storing the MGR as instructed in the forms sent with the material.

Deadlines & Validity

This MTA shall enter into force upon being signed by authorized representatives of both parties and will be valid for one year. Both parties have the right to finalize this MTA immediately if they have breached any of the clauses stated herein.

Definitions

PROVIDER: Collection of Aquatic Important Microorganisms (CAIM).

RECIPIENT: a legal entity or individual who purchases and/or uses the MATERIAL.

DEPOSITOR: a legal entity or individual who deposits ORIGINAL MATERIAL in the custody of the PROVIDER.

RESEARCH GROUP: Entitled scientists working in the same laboratory or contractually bound to work on the same research topic.

MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include MODIFICATIONS. The description of the MATERIAL being transferred is on the delivery note and invoice.

MICROBIAL GENETIC RESOURCE (MGR): microorganisms and/or genetic material that has not been modified.

ORIGINAL MATERIAL: that which was supplied to the PROVIDER by the DEPOSITOR.

PROGENY: Unmodified descendant from the ORIGINAL MATERIAL, such as cell from cell or organism from organism.

UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT constitute an unmodified functional subunit of the MATERIAL.

MICROORGANISMS: viruses, all prokaryotes (archaea and bacteria), some eukaryotic organisms, fungi, including yeasts, algae, protists, their replicable parts and other derived materials, e.g. genomes, plasmids, cDNA.

MODIFICATIONS: Substances created by the RECIPIENT using the MATERIAL, which are not ORIGINAL MATERIAL, PROGENY, or UNMODIFIED DERIVATIVES, and which have new properties.

LEGITIMATE EXCHANGE: The transfer of the MATERIAL within the Research Group. LEGITIMATE EXCHANGE also includes the transfer of MATERIAL between named culture collections/biological resources centers for accession purposes, provided that further distribution by the receiving culture collections/biological resources center is under MTA provisions compatible and equivalent as those in place at the supplying collection.

COMMERCIAL USE: the use of the MATERIAL for the purpose of profit. COMMERCIAL USE shall include the sale, leasing, exchange, license, or other transfer of MATERIAL for-profit purposes. COMMERCIAL USE shall also include uses of MATERIAL to establish service business activities, manufacture products, perform contract research, or conduct research activities for profit purposes.