

CCOS Material Transfer Agreement (MTA)

Terms and Conditions

The CCOS will transfer the material under the terms and conditions specified in this **Material Transfer Agreement**. The CCOS agreement is based on the ECCO core Material Transfer Agreement (<http://www.eccosite.org>).

This MTA is between the CCOS and the RECIPIENT of the MATERIAL. The RECIPIENT – being END-USER, INTERMEDIARY or CULTURE COLLECTION / BIOLOGICAL RESOURCE CENTRE (BRC) – accepts the terms and conditions of this material transfer agreement by placing an order with the CCOS.

Definitions:

- a. **CCOS:** Culture Collection of Switzerland, supplying the material.
- b. **Material Transfer Agreement:** this document.
- c. **RECIPIENT:** The party to whom the CCOS 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 CCOS, and (ii) to use for this further shipping the proper packaging, a trained shipper, and an authorized carrier, according to the applicable laws and regulations.
- d. **END-USER:** Scientist working with the supplied MATERIAL.
- e. **INTERMEDIARY:** Third party, different and independent from the END-USER, that makes an order on behalf of the END-USER, and to which the CCOS addresses the MATERIAL. These can be whole-salers, importers, or other type of intermediary agents, unrelated to the END-USER's institution.
- f. **Depositor:** Person(s) or entity that provided the CCOS with the ORIGINAL MATERIAL.
- g. **MATERIAL:** ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES. The MATERIAL shall not include MODIFICATIONS.
- h. **ORIGINAL MATERIAL:** That which was originally supplied to the CCOS by the Depositor.
- i. **Progeny:** Unmodified descendant (e.g. sub-culture or replicate) from the ORIGINAL MATERIAL.
- j. **UNMODIFIED DERIVATIVES:** Replicates or substances which constitute an unmodified functional subunit or product expressed by the MATERIAL, such as, but not limited to, purified or fractionated subsets of the MATERIAL, including expressed proteins or extracted or amplified DNA/RNA.
- k. **MODIFICATIONS:** Substances produced by the RECIPIENT by using the MATERIAL, which are not the ORIGINAL MATERIAL, PROGENY, or UNMODIFIED DERIVATIVES, and which have new properties. Modifications include, but are not limited to, recombinant DNA clones and mutations.
- l. **COMMERCIAL PURPOSES:** The use of the MATERIAL for the purpose of profit.
- m. **LEGITIMATE EXCHANGE:** The transfer of the MATERIAL between scientists working in the same Laboratory, or between partners in different Institutions collaborating on a defined joint project, for non-commercial purposes. This also includes the transfer of MATERIAL between public service culture collections/BRCs for accession purposes, provided the further distribution by the receiving collection/BRC is under MTA conditions equivalent and compatible to those in place at the supplying collection.

1. RECIPIENT agrees that all information provided to the **CCOS** in connection with any order for MATERIAL is accurate and complete, and otherwise complying with applicable laws and regulations.
2. RECIPIENT agrees that MATERIAL designated Group 2 or above (as defined by the national regulations of the country where the **CCOS** is located) may cause human, animal or plant disease, and that MODIFICATIONS, or other MATERIAL, not so designated, may cause human, animal or plant disease under certain conditions.
3. RECIPIENT agrees that any handling or other activity undertaken in their laboratory with the MATERIAL will be conducted under their responsibility and in compliance with all applicable laws and regulations. The **CCOS** processes, packages and ships the MATERIAL in accordance with the applicable laws and regulations. Deliveries of MATERIAL are subject to different national and international regulations. Delivery of **CCOS** MATERIAL of Group 2 or above (as defined by the Ordinance on the Contained Use of Organisms [Containment Ordinance, CO; SR 814.912] and the classification of organisms by the Federal Office for the Environment (FOEN) or genetically modified organisms (GMO) in Switzerland is carried out only when, according to the Swiss laws and regulations, the RECIPIENT has officially notified the activity with the GMO or pathogenic microorganisms concerned or is in possession of an official authorisation for this activity, or when the activity is exempt from any notification or authorisation. Forms for notification of activities involving the use of genetically modified or pathogenic organisms in contained use as well as application forms for authorisation can be downloaded from the FOEN website. **CCOS** reserves the right to verify this notification or authorisation, and to request further documentation. **CCOS** also reserves the right to deny delivery to the RECIPIENT if national or international laws and regulations do not permit the dispatch of the MATERIAL ordered.
4. RECIPIENT therefore assures that within their laboratory (i) access to the MATERIAL will be restricted to personnel capable and qualified to safely handle said MATERIAL and (ii) RECIPIENT shall exercise the necessary care, taking into account the specific characteristics of the MATERIAL, to maintain and use it with appropriate precautions to minimize any risk of harm to persons, property, and the environment, and to safeguard it from theft or misuse. The MATERIAL is not intended for use in humans.
5. RECIPIENT shall not sell, distribute or propagate for distribution, lend, license, repackage or otherwise transfer the MATERIAL or MODIFICATIONS to any others, except those RECIPIENT that acts as INTERMEDIARY and those RECIPIENT involved in LEGITIMATE EXCHANGES as defined above.
6. Subject to the terms and conditions of this AGREEMENT and any statutory, regulatory or other restriction imposed by law or any third party interest, RECIPIENT may use the MATERIAL in any lawful manner for non-commercial purposes.
7. The use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSE(S) is only allowed after grant of a commercial license from the **CCOS**, which includes terms regarding a compensation. Requests for authorization should be made to the **CCOS**. For those MATERIAL which is not originated from Switzerland, it is the responsibility of the RECIPIENT, in advance of such use, to negotiate in good faith the terms of any benefit sharing with the appropriate authority in the country of origin of the MATERIAL.
8. Nothing in this MTA grants RECIPIENT any rights under any patents, propriety, intellectual property, or other rights with respect to the MATERIAL.
9. RECIPIENT agrees to acknowledge the **CCOS** as the source of the MATERIAL in any and all publications that reference the MATERIAL.
10. This Material Transfer Agreement shall be governed by **CCOS'** general terms and conditions (**Annex 1**). In the event of any contradictions or inconsistencies between said general terms and conditions and this Material Transfer Agreement, the latter shall prevail. The Parties explicitly exclude the applicability of RECIPIENT's standard terms and conditions (if any).