



MATERIAL TRANSFER AGREEMENT - MTA

THIS MATERIAL TRANSFER AGREEMENT - MTA, a legal document defined in the item III of the art. 25 of the Decree no. 8.772, of 2016, is signed by:

If the sender is a Legal Entity¹:

Universidade Federal Rural do Rio de Janeiro (UFRRJ) a legal entity registered with the CNPJ/MF under no. CNPJ 29.427.465/0001-05, having its main headquarters located at BR 465 km 07, Seropédica, Rio de Janeiro, Brazil, postal code - CEP 23897-035, herein represented in the form of the decree N° 63.492 dated October 29, through [EMPOWERMENT DOCUMENT] by [COMPLETE NAME OF LEGAL REPRESENTATIVE], [NATIONALITY], [MARITAL STATUS], [PROFESSION], Tax Number - CPF no. [CPF no.], identity card no. [IDENTITY CARD NUMBER], identity card issue office [NAME OF OFFICE], State [STATE], hereinafter simply referred to as the "SENDER",

And:

If the recipient is a Legal Entity:

[NAME OF THE RECIPIENT INSTITUTION according to its registration in the host country], a legal entity with its main headquarters located at [COMPLETE ADDRESS], [CITY OR MUNICIPALITY], [REGION/STATE], postal code [POSTAL CODE], [COUNTRY], herein represented by [FULL NAME OF THE LEGAL REPRESENTATIVE], [NATIONALITY], [TITLE], hereinafter simply referred to as the "RECIPIENT".

If the recipient is Natural Person²:

[FULL NAME], nationality BRAZILIAN, [MARITAL STATUS], [PROFESSION], tax Number - CPF no. [CPF no.], identity card no. [IDENTITY CARD NUMBER], identity card issue office [NAME OF OFFICE], State [STATE], residing at [FULL ADDRESS], [CITY OR MUNICIPALITY], [REGION/STATE], postal code [POSTAL CODE], [COUNTRY], hereinafter simply referred to as the "RECIPIENT".

WHEREAS the RECIPIENT shall comply with the provisions of the Law no 13.123, of 20 May 2015, and the Decree no 8.772, of 11 May 2016, to have access³ to the genetic heritage samples⁴ subject to this MTA and their respective Shipment Invoices for the purposes of research⁵ and technological development activities⁶, the RECIPIENT acknowledges that he / she shall:

- a) Partner with a national Brazilian scientific and technological research institution to perform research or technological development from this (these) genetic heritage sample(s), or associated traditional knowledge⁷, if the recipient is a foreign legal entity;
- b) Notify⁸ through SisGen (sisgen.gov.br), and share benefits, in case of commercial exploitation of finished product or reproductive material developed from the samples subject to the Shipment Invoice(s) attached to this MTA;
- c) Obtain the Prior Informed Consent (PIC) from the provider of the traditional local or Creole varieties or locally adapted or Creole breeds, to perform research or technological development, if the samples are not used in agricultural activities; and
- d) Obtain the Prior Informed Consent (PIC) from the provider in the case of research or technological development related to traditional knowledge associated with the samples subject to the Shipment Invoice(s) attached to this MTA.

The undersigned parties identified above hereby agree to sign this MTA, by their duly authorized representatives, and do so in conformity with the following terms and conditions:



1. The purpose of this Agreement is the Shipment⁹ of genetic heritage samples identified in the Shipment Invoice(s) together with which they will be shipped, pursuant to the art. 12, IV, of Law no 13.123, of 2015 and will integrate the shipment registration at National System for the Management of Genetic Heritage and Associated Traditional Knowledge - SisGen.
2. The RECIPIENT acknowledges that he/she is not the provider of the genetic heritage samples subject of this MTA.
3. In the case of a shipment of traditional local or Creole varieties or locally adapted or Creole breeds, a copy of this MTA and its respective Shipment Invoice shall be sent by the SENDER to the provider, if the latter is properly identified.
4. The RECIPIENT agrees to the conditions of use of the samples, as defined by the SENDER under items 6 and 7 of the Shipment Invoice(s) attached to this MTA.
5. The RECIPIENT acknowledges that any non-compliance with the provisions of this MTA may result in the legal sanctions provided in Law no 13.123, of 2015.
6. This MTA shall be interpreted in compliance with the Brazilian law and, in the case of litigation, the jurisdiction shall be that of the competent court in Brazil, as indicated by the SENDER; arbitration may be admitted if agreed between the parties.
7. This MTA shall remain valid for [TIME PERIOD] and may be renewed.

By agreeing to all the above terms, the representatives of the RECIPIENT and of the SENDER sign this MTA in at least 2 (two) counterparts of equal form and content, constituting a single instrument in regard to its legal effects.

Date and place:

Representative of the SENDER:

 (space for Signature)
 (Name of the representative of the sender)
 (Tax no. - CPF)

Representative of the RECIPIENT:

 (space for Signature)
 (Name of the legal representative of the recipient)
 (Title)

1st Counterpart (sender)

2nd Counterpart (recipient)



MTA DEFINITIONS

1. - Legal entity - consists of a group of persons or assets, legally constituted and incorporated into its own legal entity.
2. - Natural person - any person capable of acquiring rights and duties in the civil order.
3. - Access to the genetic heritage - research or technological development carried out on genetic heritage samples;
4. - Genetic heritage - information of genetic origin of plant, animal, microbial or species of other nature, including substances originating from the metabolism of these living organisms;
5. - Research - experimental or theoretical activity carried out on genetic heritage or associated traditional knowledge with the objective of building new knowledge by means of a systematic process that creates and tests hypothesis, describes and interprets fundamentals of observed phenomena and facts;
6. - Technological development - systematic work on genetic heritage or associated traditional knowledge based on existing procedures resulting from research or from practical experience carried out with the objectives of developing new materials, products or devices, or improving or developing new processes, for economic exploitation;
 7. - Associated traditional knowledge - indigenous population, traditional community or traditional farmer who holds and provides associated traditional knowledge;
 8. - Product notification- declaration document required prior to economic exploitation of a finished product or reproductive material originating from access to genetic heritage or to associated traditional knowledge in which the user declares compliance with the requirements of this Act and indicates the modality of benefit-sharing, when applicable, to be established in the benefit-sharing agreement;
9. - Shipment - transfer of a sample of genetic heritage, intended for access, to an institution located abroad, in which responsibility for the sample is transferred to the recipient institution.



SHIPMENT INVOICE

“Shipment Invoice No [] of the Material Transfer Agreement (MTA) signed by and between [SENDER] and [RECIPIENT] on [MTA DATE], valid until

[DATE]

1. Identifying information on the genetic heritage samples to be shipped, to the most specific taxonomic rank possible:

2. Origin of the samples to be shipped, indicating the municipality of the place of obtainment collection in situ, even if it has been obtained from ex situ sources:

[OR]

2. Identifying information on the ex situ source of the genetic heritage, with the information contained in the deposit record, if it comes from an ex situ collection as determined in §1 of the article 22 of the Decree no 8.772, of 2016:

3. Information on the kind of sample and method of stowage:

4. Number of containers, volume or weight:

5. Is the sample from traditional local or Creole varieties or locally adapted or Creole breeds?

Yes. No.

6. The RECIPIENT declares that he/she will use the genetic heritage samples for:

PURPOSE	INTENDED USE AND APPLICATION DOMAIN
<input type="checkbox"/> Research	Intended uses: Project application domain / research activity:
<input type="checkbox"/> Technological development	Intended uses: Project application domain / technological development activity:
<input type="checkbox"/> Deposit in ex situ collection	

6.1. The RECIPIENT shall inform CGen (cgen@mma.gov.br) of any modification in the information provided under item 6.

[OR]

6.1. The genetic heritage samples subject to this Shipment Invoice shall be used exclusively for the purposes, intended uses and application domains indicated under item 6.

[OR]



UFRRJ

UNIVERSIDADE FEDERAL RURAL
DO RIO DE JANEIRO



6.1. The RECIPIENT shall be granted authorization from the SENDER to perform any modification on the purposes, intended uses and application domains indicated under item 6.

7. Genetic heritage samples subject to this Shipment Invoice may not be transferred to third parties.

[OR]

7. Genetic heritage samples subject to this Shipment Invoice may be transferred to third parties.

7.1. To perform this transfer, the RECIPIENT shall require the subsequent recipient to sign a new MTA containing all the terms of this MTA, including the Shipment Invoice identifying the samples, in accordance to the standard document ratified by the CGen.

7.2. The RECIPIENT shall send CGen (cgen@mma.gov.br) the MTA signed with the subsequent recipient in case of a subsequent transfer of the genetic heritage samples subject to this MTA, together with their respective Shipment invoice(s).

7.3. The provisions of items 7.1 and 7.2 applies to all subsequent transfers.

In case The RECIPIENT declares that he/she will use the genetic heritage samples for research or technological development purposes



(Item 6 / Page 4)

ADDITIONAL CLAUSES

This appendix with additional clauses is entered between:

_____ ^a the sender scientist and
_____ ^b the recipient scientist

1.1. The Material shall be used by the recipient scientist solely to perform the research study as defined below (“Research”):

_____ ^c
1.2. The Material and Derivatives shall not be used for any commercial purposes whatsoever by the recipient. No other right or license is granted or implied hereby. Should the recipient intend to extend the scope of the Research as defined above, Recipient shall inform in writing UFRRJ for prior approval.

1.3. Recipient further agrees not to use, or offer to use, the Material or Derivatives for research collaboration or research services of any kind to any third party without UFRRJ’s prior written authorization. Recipient shall promptly inform UFRRJ of any request or offer from any third party to have the Material or Derivatives.

2. Intellectual Property

2.1. The Material and Derivatives, if any, and all intellectual property rights related to it to, are and shall remain the sole UFRRJ property.

2.2. Subject to article 2.1, if the Research results, for the recipient, in a product development or process, through the use of the material or incorporating it, intellectual property rights related to inventions or discoveries, whether or not patentable, the use of this material for this purpose shall be determined according to applicable patent laws, taking into account the role and contribution of Recipient and UFRRJ in the development of the invention or discovery and any applicable laws and regulations relating to ownership or inventorship.

2.3 Recipient shall promptly inform UFRRJ, through the provider scientist, any invention or discovery (whether or not patentable) made in connection with the use of the material prior to any patent filing.

3. Results and publications

3.1. The Recipient agrees to disclose in detail to UFRRJ all scientific information and data made in the performance of the research with the material (“Results”). Preliminary and/or partial results as well as complete sets of results will be disclosed to UFRRJ independent to any publication. The Results obtained by the recipient with the material shall be communicated in detail to the provider scientist.

3.2. Recipient shall not reveal, orally, electronically or in prints, any information that includes material, results or other information produced and provided by UFRRJ without first obtaining UFRRJ’s prior written consent. Recipient shall provide a copy of the manuscript to UFRRJ at least thirty (30) days prior to submission for publication, in order to allow UFRRJ an opportunity to protect its own confidential information.

3.3. The Recipient and the Recipient scientist agree to acknowledge UFRRJ as the source of the Material in any publication resulting from the use of the Material. Authorship of publications resulted from the Recipient and the Recipient scientist use of the Material will be based on contributions to the publication and in accordance with academic standards and custom.

4. Waivers and Representations

4.1. The Material is of an experimental nature, may not be safe and may have unknown characteristics. UFRRJ has no liability and provides no warranties, expressed or implied, regarding the Material or its derivatives, including, warranties of merchantability and appropriateness for a particular purpose. UFRRJ refuses to give expressed or implied warranties that the Material, or it

^a Full name of scientist that will send the material

^b Full name of scientist that will receive the material

^c Project title



derivatives, if any, do not infringe patents or other proprietary rights, or third parties, or research results that are object of intellectual property protection.

4.2. The Recipient assumes all liability for damages that may arise from the use, storage, or disposal of the Material or Derivatives, if any. UFRRJ will not be responsible 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 same. The Recipient agrees to indemnify, hold harmless and defend UFRRJ against any claims, costs or other liabilities, which may arise as a result of Recipient's use, storage or disposal of the Material or Derivatives.

4.3. MATERIAL SHALL NOT BE USED IN HUMANS, clinical trials, for animal food, or for diagnostic purposes involving human subjects.

4.4. Recipient and Recipient scientist agree to use Material in compliance with all laws, Brazilian regulations, and guidelines that may be applicable to the Material

4.5 UFRRJ provides the Material at no cost for the Recipient. Provider scientist should be responsible for collecting the material and all costs and authorizations related to the material remittal shall be agreed between "provider scientist" and "recipient scientist".

5. Termination, Applicable Law and Dispute Resolution

5.1. UFRRJ shall have the right to terminate this Agreement at any time if Recipient breaches any of the terms, covenants or conditions of this Agreement.

5.2. Upon termination of this Agreement, Recipient shall immediately return to UFRRJ or destroy any remaining material and derivatives, if any. A certificate of destruction shall be sent to UFRRJ, by the provider scientist, duly signed by the recipient's legal representative. Any confidential information must also be returned or destroyed, except one archival copy.

5.3. This Agreement shall be governed and construed in accordance with Brazilian laws without reference to its conflicts of law provisions. The Parties shall attempt in good faith to settle any disputes relating to this Agreement, its interpretation or enforceability.

5.4. Clauses 2 to 4, 5.2, 5.3 and 5.4 shall survive the termination or expiration of this Agreement.

Local _____, ____/____/____^d

Name of sender scientist: _____

Title: _____^e

E-mail: _____^f

Name of Recipient Scientist: _____

Title: _____^g

E-mail: _____^h

Sender Scientist signature

Recipient Scientist signature

^d Month/Day/Year

^e Title of sender scientist

^f Email of sender scientist

^g Title of recipient scientist

^h Email of recipient scientist



UFRRJ Legal Representative signature

Legal Representative of Foreign Institution
signature