



**DNA Bank**

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**MATERIAL TRANSFER AGREEMENT FOR RECEIPT OF MATERIAL WITH CHANGE IN OWNERSHIP**

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**Preamble**

1. This AGREEMENT is for permanent TRANSFER of MATERIAL containing GENETIC RESOURCES for non-COMMERCIAL analyses & RESEARCH<sup>1</sup>. It is to be used for MATERIAL entering the DNA Bank at the Natural History Museum, University of Oslo (NHMO) from providers not associated with the NHMO, or for MATERIAL collected by NHMO associated personnel during periods when they were not associated with the NHMO.
2. CETAF's activities are guided by the *Convention on Biological Diversity (CBD)*<sup>2</sup> and the *Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (ABS)*<sup>3</sup>. MATERIAL is TRANSFERred between parties on the condition that USERS agree to USE MATERIAL and DATA in compliance with international laws and conventions. This AGREEMENT is designed to promote scientific RESEARCH and TRANSFER of GENETIC RESOURCES, whilst recognising the terms on which the SUPPLIER acquired the MATERIAL. 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.
3. Definitions of terms are provided in the ANNEX A to this AGREEMENT.

**Parties to AGREEMENT**

**SUPPLIER:**

**Name**

**Institution and  
department**

**Address**

**E-mail**

**Phone**

**RECIPIENT:** NHMO DNA Bank, Natural History Museum, University of Oslo

4. The SUPPLIER will supply the MATERIAL specified in the ANNEX B attached to this AGREEMENT under the following terms and conditions:

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<sup>1</sup> This AGREEMENT is based on the "Standard MATERIAL TRANSFER AGREEMENT (MTA 3) for RECEIPT OF MATERIAL with change in OWNERSHIP" provided by the Consortium of European Taxonomic Facilities (CETAF), and agrees with the MATERIAL TRANSFER AGREEMENT of the GLOBAL GENOME BIODIVERSITY NETWORK (GGBN)

<sup>2</sup> <http://www.cbd.int/convention/text/>

<sup>3</sup> <http://www.cbd.int/abs/doc/protocol/nagoya-protocol-en.pdf>

## 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.
6. The SUPPLIER makes no representation or warranty that the USE of the MATERIAL will not infringe any third party patent or other proprietary right directly or indirectly linked with the provided MATERIAL. The RECIPIENT acknowledges his responsibility to verify if the MATERIAL is or may be the subject of a patent or patent application.
7. Copies of relevant documentation<sup>4</sup>, as indicated below, are annexed to this document in ANNEX C, if relevant to the MATERIAL, and forms part of the AGREEMENT.
  - Collecting permit
  - MUTUALLY AGREED TERMS (MAT)
  - PRIOR INFORMED CONSENT (PIC)
  - Export permit
  - Import permit
  - Letter informing PROVIDING COUNTRY of third-party TRANSFER
  - CITES Registry code of SUPPLIER: \_\_\_\_\_
  - Other (please specify): \_\_\_\_\_
  - The Internationally-Recognized Certificate of Compliance number(s) is/are: \_\_\_\_\_
8. The RECIPIENT shall maintain retrievable records linking the MATERIAL to these terms of acquisition and to any accompanying DATA provided by the SUPPLIER.

## Benefit-sharing

9. The RECIPIENT agrees to abide by the PRIOR INFORMED CONSENT (PIC) and MUTUALLY AGREED TERMS (MAT) and any other conditions under which the MATERIAL was originally acquired, providing this is made available, and will contact the PROVIDING COUNTRY prior to any activities that might conflict with the PIC and MAT and any other conditions.
10. The MATERIAL is TRANSFERred for USE only as specified in this AGREEMENT.
11. The RECIPIENT shall, if applicable, 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 Annex to the Nagoya Protocol<sup>5</sup>.
12. The SUPPLIER will forward information on the MATERIAL supplied on request to the relevant national authority in the PROVIDING COUNTRY.

## Risks and Warranties

13. The RECIPIENT is solely responsible for safe receipt, USE, storage and disposal of MATERIAL and DERIVATIVEs.
14. The RECIPIENT acknowledges that the risks represented by any MATERIAL received from the SUPPLIER should be assessed on the basis of intended USE.
15. The RECIPIENT acknowledges that it USEs the MATERIAL and its DERIVATIVEs and exercises its rights under this AGREEMENT at its own risk.

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<sup>4</sup> Where there is more than one document of a single type attached please make it clear to which SPECIMENs each refers

<sup>5</sup> <http://www.cbd.int/abs/text/articles/default.shtml?sec=abs-37>

16. 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:
- the RECIPIENT's USE of the MATERIAL and its DERIVATIVES, and any other exercise of rights under this AGREEMENT; and
  - breach of this AGREEMENT by the RECIPIENT

## Transport of MATERIAL

17. The RECIPIENT shall take all appropriate and necessary measures to import the MATERIAL in accordance with relevant laws and regulations.
18. If the MATERIAL will be imported from abroad, the SUPPLIER shall take all appropriate and necessary measures to export the MATERIAL in accordance with relevant laws and regulations.
19. The RECIPIENT is responsible for ensuring that it can provide all required permits to the SUPPLIER if requested.

## AGREEMENT

20. 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.
21. 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.
22. This AGREEMENT is governed by and shall be construed in accordance with the laws of Norway.

## USE of MATERIAL

23. Generally, all MATERIAL deposited in the NHMO DNA Bank will be PUBLISHED through various data portals, and the MATERIAL will be available for loan through several of these. The PROVIDER may, however, request to have RESTRICTIONS placed on the USE and/or PUBLICATION of MATERIAL and associated metadata, either for a restricted period or permanently (see ANNEX A for details). If RESTRICTIONS have been requested by the PROVIDER and agreed upon by the RECEIVER, this must be indicated below:

- Approval** PROVIDER will be consulted before the MATERIAL is provided to any third-party USER  
*Validity: 20 years after the AGREEMENT was signed*
- Temporarily shielded** MATERIAL cannot be USED by any third-party USER until expiry date  
*Expiry date: \_\_\_\_\_*
- Reference** MATERIAL cannot be PUBLISHED or USED by any third-party USER  
*Validity: Permanent*

If the RESTRICTIONS apply only to part of the MATERIAL covered by the AGREEMENT, or different RESTRICTIONS apply to different part of the MATERIAL, this must be accounted for in the ANNEX D attached to this AGREEMENT.

## Withdrawal of MATERIAL from the NHMO DNA Bank

24. If the SUPPLIER wants to retain the possibility to take the MATERIAL out of the NHMO DNA Bank at a later stage (e.g. to bring it along to another institution), this must be indicated below:
- The SUPPLIER may at any time request to have the MATERIAL, including the OWNERSHIP of this, TRANSFERred back to him/her. A new MTA shall then be completed to document that the MATERIAL is no longer part of the NHMO DNA Bank**



## Signatures of Parties to the AGREEMENT

Authorized signatory for the SUPPLIER

Authorized signatory for the RECIPIENT

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.....

Name (in block letters)

Name (in block letters)

.....

.....

Date: .....

Date: .....

Place: .....

Place: .....

## **ANNEX A. DEFINITION OF TERMS**

### **ACCESS**

Acquisition of GENETIC RESOURCES with permission as granted by the country that has sovereign right over those resources (PROVIDING COUNTRY), or other relevant entity. Note that this term has not been defined in the Convention on Biological Diversity or the Nagoya Protocol, and may be used differently by some countries or organizations. An agreed definition should be included in all legal documents.

The EU Regulation defines ACCESS as ‘the acquisition of GENETIC RESOURCES or of traditional knowledge associated with GENETIC RESOURCES in a Party to the Nagoya Protocol’.

### **AGREEMENT**

This document.

### **BIODIVERSITY BIOBANK**

A facility for preservation and storage of typically non-human, GENETIC RESOURCES and associated DATA, which follows standard operating procedures and supplies material for scientific USE. Examples include culture COLLECTIONS, DNA banks and tissue COLLECTIONS.

### **COLLECTION**

A group of SPECIMENS or SAMPLES that are managed for the purpose of preservation and study. They are generally associated through sharing some feature, e.g. being of the same taxon (e.g. mammals, insects, sharks), from the same general locality or ecosystem, or collected by the same collector or on the same expedition. COLLECTIONS are maintained by COLLECTION-holding institutions, for example natural history museums, herbaria, botanical gardens, seed banks or BIODIVERSITY BIOBANKS.

### **COMMERCIAL, COMMERCIALIZATION**

Applying for, obtaining or transferring intellectual property rights or other tangible or intangible rights by sale or license or in any other manner, commencement of product development, conducting market assessments, and seeking premarket approval and/or the sale of any resulting product based on UTILIZATION of the original GENETIC RESOURCE or screening of compound libraries. Also the sale, lease, or license of MATERIAL, PROGENY, or DERIVATIVES; or USEs of MATERIAL, PROGENY, or DERIVATIVES by any organization, including the RECIPIENT, to screen compound libraries in order to produce or manufacture products for general sale. Handling fees (e.g. for providing DNA SAMPLES), analytical cost recovery, entrance charges etc., fall under the scope of management and/or administration of public facilities, do not involve the UTILIZATION of GENETIC RESOURCES, and are not considered as a COMMERCIALIZATION of RESEARCH activity on GENETIC RESOURCES.

### **DATA**

Any information associated with a specimen and/or COLLECTION which are provided to the RECIPIENT by the SUPPLIER, including but not limited to: provenance information, biological information, taxonomic information, chain of custody information, and images.

### **DERIVATIVE**

Means a naturally occurring biochemical compound resulting from the genetic expression or metabolism of biological or GENETIC RESOURCES, even if it does not contain functional units of heredity (definition from Nagoya Protocol Art 2).

### **GENETIC MATERIAL**

Any material of plant, animal, microbial or other origin containing functional units of heredity (definition from Nagoya Protocol, repeated from Article 2 of the Convention on Biological Diversity).

## **GENETIC RESOURCES**

GENETIC MATERIAL of actual or potential value (definition from Nagoya Protocol, repeated from Article 2 of the Convention on Biological Diversity).

## **GLOBAL GENOME BIODIVERSITY NETWORK (GGBN)**

A global network of well-managed COLLECTIONS of genomic tissue SAMPLES from across the Tree of Life, benefiting society through biodiversity RESEARCH, and long-term conservation of the archived materials. This network will foster collaborations among BIODIVERSITY BIOBANKS in order to ensure quality standards, improve best practices, secure interoperability, and harmonize TRANSFER of GENETIC RESOURCES of material in accordance with national laws and best practices.

## **MATERIAL**

Refers to the items listed on the reverse of this AGREEMENT.

## **MATERIAL TRANSFER AGREEMENT (MTA)**

An agreement between two institutions stipulating the terms and conditions for TRANSFERring SPECIMENS or SAMPLES, including GENETIC MATERIAL.

## **MUTUALLY AGREED TERMS (MAT)**

An agreement reached between the PROVIDING COUNTRY of GENETIC RESOURCES and USERS on the conditions of ACCESS and USE and the benefits to be shared between both parties.

## **OWNERSHIP**

Property of a person or institution including all legal rights associated with that property; in some countries also indicated by *Transfer of Title* or similar documents confirming legal transfer.

## **PRIOR INFORMED CONSENT (PIC)**

The permission given by the Competent National Authority of a PROVIDING COUNTRY to a USER prior to ACCESSing GENETIC RESOURCES, in line with an appropriate national legal and institutional framework, i.e. what a USER can and cannot do with the MATERIAL.

## **PROGENY**

Unmodified descendant (e.g. subculture or replicate) from the MATERIAL.

## **PROVIDING COUNTRY/PROVIDER OF MATERIAL (or "Country providing GENETIC RESOURCES")**

Means the country supplying GENETIC RESOURCES collected from in-situ sources, including populations of both wild and domesticated species, or taken from ex-situ sources, which may or may not have originated in that country (Definition from CBD Art 2).

## **PUBLICATION (or PUBLISHED)**

Display of metadata associated with MATERIAL in the NHMO DNA Bank in data portals (e.g. the NHMO Collection Explorer or the GGBN Data Portal), publicly available data sets (e.g. the Global Biodiversity Information Facility (GBIF)) or similar.

## **RECIPIENT**

The organization to whom the SUPPLIER sends the MATERIAL.

## **RESEARCH**

The systematic investigation into and study of materials and sources in order to establish facts and reach new conclusions. This does not include any development of COMMERCIAL or non-COMMERCIAL applications.

## RESTRICTIONS

Represents deviations from the general principle that all material in the NHMO DNA Bank can be PUBLISHED and offered for loan to the scientific community. RESTRICTIONS will have to be agreed upon with the RECIPIENT, and are subject to the limitations given in the *Act relating to universities and university colleges*<sup>6</sup>, § 1-5. The following RESTRICTION types are available:

- **Approval:** The MATERIAL will be PUBLISHED, but the PROVIDER will be consulted before the MATERIAL is provided to any third party loaner. This RESTRICTION expires after 20 years.
- **Temporarily shielded:** The MATERIAL will be PUBLISHED, but cannot be USED or loaned to any third party loaner within the time period specified.
- **Reference:** The MATERIAL can neither be PUBLISHED, USED or provided to any third party loaner. To be used for MATERIAL stored as reference for scientific work and which cannot be USED for any other purposes without prior consent from the original provider (e.g. third-party COLLECTIONs or similar).

## SAMPLE

See SPECIMEN.

## SPECIMEN

This includes any type of biological material. The term "SPECIMEN" is usually synonymous with "material" or "SAMPLEs" or "subSAMPLEs" in this context. The concept can include associated SPECIMENs or materials such as but not limited to parasites and gut content.

## SUPPLIER

The party supplying the MATERIAL.

## TRANSFER

To convey material temporarily or permanently from one person or institution to another.

## USE

The purposes to which SAMPLEs and SPECIMENs (biological and GENETIC MATERIAL) are put, including but not limited to 'UTILIZATION' in the sense of the Nagoya Protocol.

## USER

Person or institution that USEs SAMPLEs and SPECIMENs including but not limited to 'UTILIZATION' in the sense of the Nagoya Protocol.

## UTILIZATION (OF GENETIC RESOURCES)

To conduct RESEARCH and development on the genetic and/or biochemical composition of GENETIC RESOURCES, including through the application of biotechnology as defined in Article 2 of the Convention (definition from the Nagoya Protocol).

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<sup>6</sup> <https://www.regjeringen.no/en/dokumenter/act-relating-to-universities-and-univers/id213307/>  
<https://lovdata.no/dokument/NL/lov/2005-04-01-15>



## **ANNEX B. MATERIAL**

Specify the MATERIAL supplied by the SUPPLIER that fall under this AGREEMENT. This List will form part of the AGREEMENT.

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## **ANNEX C. RELEVANT DOCUMENTATION**

List of attached copies of documentation if relevant to the MATERIAL. When there is more than one document of a single type, it shall be clear to which SPECIMENS each refers. All those referred documents will form part of the AGREEMENT.

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## **ANNEX D. RESTRICTIONS**

Specify which RESTRICTIONS apply to which parts of the MATERIAL covered by this AGREEMENT. This specification will form part of the AGREEMENT.

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