



DNA Lab

PO Box 1172 Blindern
0318 Oslo
Norway

Phone: (+47) 93 29 98 49, (+47) 90 12 08 34
dna-lab@nhm.uio.no
www.nhm.uio.no

**AGREEMENT FOR GUEST RESEARCHERS BRINGING BIOLOGICAL MATERIAL
FOR ANALYSIS AT THE NATURAL HISTORY MUSEUM, UNIVERSITY OF OSLO**

Preamble

a) This AGREEMENT¹ is between the HOSTING INSTITUTION and an external researcher or student not employed by or otherwise working for the Natural History Museum, University of Oslo (the GUEST RESEARCHER), and bringing RESEARCH MATERIAL containing GENETIC RESOURCES

- for research that does not include utilisation in the sense of the Nagoya Protocol², or
- for research and utilisation in the sense of the Nagoya Protocol³.

It grants permission to conduct RESEARCH in the facilities of the HOSTING INSTITUTION^{4,5}.

- b) The activities of the HOSTING INSTITUTION are guided by the *Convention on Biological Diversity (CBD)*⁶, including the *Nagoya Protocol on Access to BIOLOGICAL RESOURCES and the Fair and Equitable Sharing of Benefits Arising from their UTILISATION (ABS)*⁷, the *CETAF Code of Conduct & Best Practices on Access and Benefit Sharing*⁸ and the *Norwegian Nature Diversity Act*⁹. Researchers bringing and using any BIOLOGICAL MATERIAL must be compliant with international laws and conventions as well as with established internal procedures and policies when using the facilities of the HOSTING INSTITUTION. The HOSTING INSTITUTION reserves the right not to grant allowance to bring BIOLOGICAL MATERIAL into its facilities if its use would be contrary to the institutional ABS policies and/or is not consistent with provisions of the CBD, the NP or other relevant laws.
- c) Definitions of terms are provided in the ANNEX A to this AGREEMENT.

¹ This AGREEMENT is based on the "MATERIAL TRANSFER AGREEMENT - MTA 4. Agreement for guest researchers BRINGING BIOLOGICAL MATERIAL to facilitate their own research at hosting institutions" provided by the Consortium of European Taxonomic Facilities (CETAF)

² Such as morphological investigation, stable isotope analysis, CT scanning, 3D reconstructions, etc.

³ Such as DNA-extractions and any sequencing activities or investigations on the genomes of biological materials

⁴ The HOSTING INSTITUTION is acting as a subcontractor, providing established analytical pipelines and/or laboratory infrastructure for the GUEST RESEARCHER, as long as none of its staff is involved in the analytical work.

⁵ Providing intellectual input, including co-authorship on the basis of such, is not considered involvement in the analytical work.

⁶ <http://www.cbd.int/convention/text/>

⁷ <http://www.cbd.int/abs/doc/protocol/nagoya-protocol-en.pdf>

⁸ <https://cetaf.org/services/natural-science-collections-and-access-and-benefit-sharing>

⁹ <https://www.regjeringen.no/en/dokumenter/nature-diversity-act/id570549/>

Parties to AGREEMENT

| GUEST RESEARCHER | |
|----------------------------|--|
| Name | |
| Institution and department | |
| Address | |
| E-mail | |
| Phone | |

| USER of the GENETIC RESOURCES | |
|-------------------------------|--------------------------|
| Same as GUEST RESEARCHER | <input type="checkbox"/> |
| Name | |
| Institution and department | |
| Address | |
| E-mail | |
| Phone | |

| RESPONSIBLE PROJECT LEADER ¹⁰ | |
|--|--|
| Name | |
| Institution and department | |
| Address | |
| E-mail | |
| Phone | |

| HOSTING INSTITUTION |
|--|
| Natural History Museum, University of Oslo |

The external RESEARCH MATERIAL I am transporting into the HOSTING INSTITUTION are the SPECIMENS as stated in ANNEX B (hereinafter referred to as "THE MATERIAL") for the specific and limited purpose of study and analysis.

¹⁰ To be filled in if applicable or needed

Warranty for bringing external material into the facilities of the HOSTING INSTITUTION for analytical purposes

In consideration of the opportunity to study and analyse THE MATERIAL in the HOSTING INSTITUTION, I make, on behalf of myself and my institution, the following representations and warranties:

| | Yes | No |
|---|--------------------------|--------------------------|
| I am bringing <i>UNREGISTERED</i> BIOLOGICAL MATERIAL | <input type="checkbox"/> | <input type="checkbox"/> |
| I am bringing <i>REGISTERED</i> BIOLOGICAL MATERIAL | <input type="checkbox"/> | <input type="checkbox"/> |
| I am authorized to have custody of and to conduct RESEARCH upon THE MATERIAL in my possession | <input type="checkbox"/> | <input type="checkbox"/> |
| I am using BIOLOGICAL MATERIAL of the HOSTING INSTITUTION | <input type="checkbox"/> | <input type="checkbox"/> |
| I am bringing MATERIAL/DERIVATIVES for utilisation in the sense of the NP | <input type="checkbox"/> | <input type="checkbox"/> |
| I am bringing in sequence/genomic data | <input type="checkbox"/> | <input type="checkbox"/> |

AND,

to my knowledge, all applicable laws and regulations regarding the collection, possession, transportation, exportation and importation of these research specimens have been observed in all relevant jurisdictions; I acknowledge that I have full responsibility for adhering to all applicable laws and regulations¹¹.

The GUEST RESEARCHER shall use, handle and store THE MATERIAL in a safe manner during the study, and assumes all responsibility for THE MATERIAL and for complying with relevant laws and regulations.

I take the responsibility for making, as a result of my research activities, any declaration of due diligence or other report under Nagoya Protocol/ABS compliance laws or regulations.

AGREEMENT

I understand that I am expected to take any remains of THE MATERIAL (original and/or newly generated) with me when I leave the facilities of the HOSTING INSTITUTION.

Further, if any of THE MATERIAL is to be accessioned into any of the collections of the HOSTING INSTITUTION, I understand that all regular procedures will have to be adhered to, including the provision of all required documentation according to *inter alia* the Nagoya Protocol¹² and the Norwegian *Nature Diversity Act*¹³.

If any of THE MATERIAL remain at the HOSTING INSTITUTION, with permission of the HOSTING INSTITUTION, I understand that I am ceding authority for acquiring or disposing of THE MATERIAL at the institutions discretion, according to terms of the applicable Collections Management and ABS Policies. I further represent and warrant that I am fully authorized to make these decisions regarding use or disposal of THE MATERIAL.

- I agree to abide by institutional policies including ABS policies and procedures of the HOSTING INSTITUTION
- I agree to forward information on THE MATERIAL on request of the HOSTING INSTITUTION and relevant national authorities

¹¹ Whether any required documentation has already been obtained, or are still in the process of being so, it is still the sole responsibility of the GUEST RESEARCHER that this will be in place in due time

¹² <http://www.cbd.int/abs/doc/protocol/nagoya-protocol-en.pdf>

¹³ <https://www.regjeringen.no/en/dokumenter/nature-diversity-act/id570549/>

Duration of the AGREEMENT and applicable law

1. 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.
2. 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.
3. This AGREEMENT will terminate on the earliest of the following occasions:
 - On the leave of GUEST RESEARCHER from the HOSTING INSTITUTION
 - On a thirty (30) days written notice by either party to the other
 - On the predetermined closure date of this AGREEMENT (dd.mm.yyyy): _____

The expiration or termination of this AGREEMENT shall not affect other legal obligations of the GUEST RESEARCHER entered into with the HOSTING INSTITUTION.

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

Signatures of Parties to the AGREEMENT

GUEST RESEARCHER

Authorized signatory for the HOSTING INSTITUTION

.....
Signature

.....
Signature

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.

BIOLOGICAL MATERIAL

Includes all biological material, regardless if it contains “functional units of heredity” or not (as opposed to GENETIC RESOURCES).

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.

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).

GUEST RESEARCHER

The person visiting the HOSTING INSTITUTION with the purpose to analyse BIOLOGICAL MATERIAL.

HOSTING INSTITUTION

The institution, as defined on page 2 of this AGREEMENT, providing facilities etc. for the GUEST RESEARCHER

MATERIAL TRANSFER AGREEMENT (MTA)

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

RECIPIENT

The organization to whom the SUPPLIER sends the MATERIAL.

REGISTERED/UNREGISTERED BIOLOGICAL MATERIAL

Refers to whether the BIOLOGICAL MATERIAL is registered in some other collection or institution.

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.

RESEARCH MATERIAL

Tissues, samples, subsamples, biological resources such as, inter alia, DNA and/or PCR products, and their DERIVATIVES.

RESPONSIBLE PROJECT LEADER

A person other than the GUEST RESEARCHER and/or USER, as defined on page 2 of this AGREEMENT, who is responsible for the project to which the GUEST RESEARCHER and/or USER is/are affiliated, and therefore may be responsible for e.g. due diligence or other reporting on behalf of the project.

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.

THE MATERIAL

Refers to the items listed in ANNEX B to this AGREEMENT.

TRANSFER

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

UNREGISTERED BIOLOGICAL MATERIAL

See REGISTERED BIOLOGICAL MATERIAL.

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 or mandates USE of SAMPLES, SPECIMENS and MATERIAL 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).



ANNEX B. THE MATERIAL

Specify below, or in a separate file labelled 'ANNEX B', all SPECIMENS of the RESEARCH MATERIAL that is transported into the HOSTING INSTITUTION and fall under this AGREEMENT ("THE MATERIAL"). This ANNEX will form part of the AGREEMENT.