

CREA-CMVE MATERIAL TRANSFER AGREEMENT FOR THE SUPPLY OF YEAST STRAINS

Scope of agreement

This Agreement applies to the use, handling, distribution and any disposition of the MATERIAL supplied by the CREA-CMVE, and addresses the identified key points

- Traceability
- Fair and Equitable Benefit Sharing
- Intellectual Property Rights
- Quality
- Safety and Security

Definitions

- a. CREA-CMVE (Consiglio per la Ricerca in Agricoltura e l'analisi dell'Economia Agraria-Collezione di Microrganismi di habitat Viticolo Enologico), Via Pietro Micca , 35 14100 Asti supplying the material.
- b. AGREEMENT: This document.
- c. RECIPIENT: The party to whom the CREA-CMVE 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 CREA-CMVE , 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 CREA-CMVE 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 CREA-CMVE with the ORIGINAL MATERIAL.
- g. MATERIAL: ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES. The MATERIAL shall not include MODIFICATIONS. ORIGINAL MATERIAL: That which was originally supplied to the CREA-CMVE by the DEPOSITOR.

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- h. **PROGENY:** Unmodified descendant (e.g. sub-culture or replicate) from the **ORIGINAL MATERIAL**.
- i. **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.
- j. **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.
- k. **COMMERCIAL PURPOSES:** The use of the **MATERIAL** for the purpose of profit.
- l. **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 CREA-CMVE s/BRCs for accession purposes, provided the further distribution by the receiving CREA-CMVE /BRC is under MTA conditions equivalent and compatible to those in place at the supplying CREA-CMVE.

Following **AGREEMENT** is between the CREA-CMVE and the **RECIPIENT** of the **MATERIAL**:

1. **RECIPIENT** agrees that all information provided to the CREA-CMVE 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 Risk Group 2 or above (as defined by the national regulations of the country where the CREA-CMVE is located) may cause human disease, and that **MODIFICATIONS**, or other **MATERIAL**, not so designated, may cause human 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.
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.
5. Unless agreed in writing with the CREA-CMVE, **RECIPIENT** shall not sell, distribute or propagate for distribution, lend, or otherwise transfer the **MATERIAL** 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. If the **RECIPIENT** desires to use the **MATERIAL** or **MODIFICATIONS** for **COMMERCIAL PURPOSE(S)**, 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, as indicated by the CREA-CMVE 's documentation.

8. Nothing in this AGREEMENT grants RECIPIENT any rights under any patents, propriety, intellectual property, or other rights with respect to the MATERIAL.
9. RECIPIENT agrees to acknowledge the CREA-CMVE as the source of the MATERIAL in any and all publications that reference the MATERIAL.
10. Warranty: The CREA-CMVE hereby assures within the scope of its quality system and as far as can be determined through the CREA-CMVE 's test regimes, that the MATERIAL shall be viable and pure upon shipment from the CREA-CMVE. Any claim against the warranty will have to be communicated to the CREA-CMVE within a period of thirty (30) days from the CREA-CMVE 's shipment and will have to be justified to the CREA-CMVE 's satisfaction. The primary remedy for breach of this warranty is replacement by the CREA-CMVE of the MATERIAL free of charge.
11. Disclaimer of warranties. Except as expressly provided in this AGREEMENT and within the limits of the scope of the CREA-CMVE 's quality system, there are no representations or warranties by the CREA-CMVE with respect to the MATERIAL, express or implied, including without limitation, any implied warranty of authenticity, typicality, safety, fitness for a particular purpose, or of the accuracy or completeness of the data.

THE RECIPIENT ACCEPT ALL THE ABOVE CONDITIONS IN RELATION TO THE FOLLOWING STRAINS:

CREA-CMVE STRAIN NUMBER	SPECIES

Signed for and on behalf of RECIPIENT (Name of organization):

Name:

Position:

Date:

Signature: