UiO : Natural History Museum
University of Oslo

DNA Bank
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Preamble

a) This AGREEMENT[1] covers the permanent transfer of material containing GENETIC RESOURCES for non-commercial utilisation (analyses & research) with or without change in ownership/permanent custodianship. 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. The GENETIC RESOURCES is provided at no cost, or with an optional transmittal fee solely to reimburse the SUPPLIER for its preparation and distribution costs.

b) CETAF's activities are guided by the *Convention on Biological Diversity* (CBD)[2] and the *Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization* (ABS)[3]. The activities of the NHMO DNA Bank are further guided by Norwegian law, specifically the *Nature Diversity Act*[4]. Material is TRANSFERred between both contractual 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 and facilitate non-COMMERCIAL 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.

c) The conditions and clauses set out in MUTUALLY AGREED TERMS with the original PROVIDING COUNTRY for the access of the GENETIC RESOURCES transferred under this contract remain valid for the RECIPIENT and the subsequent utilisation of this 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.

d) This MTA is exclusively designed to cover non-COMMERCIAL USEs of GENETIC RESOURCES. Any COMMERCIAL UTILISATION or USEs with the intention of probable or potential COMMERCIAL USEs by the RECIPIENT or researchers associated to or mandated by the recipient institutions is not the subject matter of this contract and is not authorised.

e) Definitions of terms are provided in the ANNEX A to this AGREEMENT.

[1] This AGREEMENT is based on the "MTA 3. Material Transfer Agreement for RECEIPT OF MATERIAL, with change in ownership" provided by the Consortium of European Taxonomic Facilities (CETAF), which is an advanced version of the MATERIAL TRANSFER AGREEMENT that was developed jointly with the GLOBAL GENOME BIODIVERSITY NETWORK (GGBN)

[2] http://www.cbd.int/convention/text/

[3] http://www.cbd.int/abs/doc/protocol/nagoya-protocol-en.pdf

[4] https://www.regjeringen.no/en/dokumenter/nature-diversity-act/id570549/

Parties to AGREEMENT

SUPPLIER	
Name	
Institution and department	
Address	
E-mail	
Phone	

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

The SUPPLIER will supply the material specified in the ANNEX B attached to this AGREEMENT (hereinafter referred to as "THE MATERIAL") under the following terms and conditions:

OWNERSHIP of THE MATERIAL and relevant information

1. 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.
2. Indicate as appropriate whether the OWNERSHIP in THE MATERIAL remains with the SUPPLIER or is transferred to the RECIPIENT:

   ○ a) The SUPPLIER hereby transfers OWNERSHIP in THE MATERIAL to the RECIPIENT; or

   ○ b) The OWNERSHIP in THE MATERIAL remains with the SUPPLIER[5]
3. 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 MATERIAL provided. The RECIPIENT acknowledges his responsibility to verify if THE MATERIAL is or may be the subject of a patent or patent application.
4. The SUPPLIER shall indicate and disclose information on the original PROVIDING COUNTRY of the GENETIC RESOURCES, the date of ACCESS and the source of the THE MATERIAL and any associated DATA upon request. See ANNEX E regarding data protection.

[5] When the SUPPLIER retires, or if the SUPPLIER should pass away or otherwise become unable to take care of THE MATERIAL, the OWNERSHIP in THE MATERIAL will be transferred to the RECIPIENT

5. Relevant documentation[6], as indicated below, has been deposited in the NHM registry and copies as well as registry file references are annexed to this document in ANNEX C, 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: _____
   ☐ No such documentation is attached because the GENETIC RESOURCES were ACCESSed;
      ◯ prior to the entering into force of the CBD[7]; or
      ◯ prior to the entering into force of the Nagoya Protocol[6]; or
      ◯ original access to the GENETIC RESOURCES was free (no documents have been issued)[8]

6. The RECIPIENT shall maintain retrievable records linking THE MATERIAL to these terms of acquisition and to any accompanying DATA provided by the SUPPLIER.

7. To the extent that the SUPPLIER owns the copyright or any other intellectual property rights in THE MATERIAL, the SUPPLIER hereby assigns such rights to the RECIPIENT

8. Unless otherwise agreed in writing between the parties, the SUPPLIER hereby assigns to the RECIPIENT the copyright and any other intellectual property rights in THE MATERIAL. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the GENETIC RESOURCES but agrees to notify the SUPPLIER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the GENETIC RESOURCES.

Benefit-sharing related to acquisition and utilisation of THE MATERIAL

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, agrees to acknowledge the PROVIDING COUNTRY as the source of THE MATERIAL in any and all publications arising from its UTILIZATION and will contact the PROVIDING COUNTRY prior to any activities that might conflict with the PIC and MAT and any other conditions.

10. The RECIPIENT shall, if applicable, share fairly and equitably the benefits arising from their USE of THE MATERIAL, its PROGENY or DERIVATIVEs in accordance with the CBD. A non-exhaustive list of non-monetary and monetary benefits is given in the Annex to the Nagoya Protocol[9].

11. The SUPPLIER will forward information on THE MATERIAL supplied on request to the relevant national authority in the PROVIDING COUNTRY.

[6] Where there is more than one document of a single type attached please make it clear to which SPECIMENs each refers
[7] This condition does not invalidate ABS obligations of the USER or the RECIPIENT
[8] I.e. not restricted under national access laws at the date of original in-situ ACCESS
[9] http://www.cbd.int/abs/text/articles/default.shtml?sec=abs-37

Risks and Warranties

12. The SUPPLIER warrants that THE MATERIAL has not been:
    a) stolen or looted from their rightful owners or country of origin;
    b) obtained by violent means;
    c) obtained in violation of the legislation of their country of origin (i.e. obtained without the necessary permits);
    d) exported illegally or illicitly from their country of origin; or
    e) imported illegally or illicitly into the country of the RECIPIENT.
13. If option 2a was selected above, the SUPPLIER warrants that it will make no subsequent claim to OWNERSHIP of THE MATERIAL following the execution of this AGREEMENT.
14. The RECIPIENT is solely responsible for safe receipt, USE, storage and disposal of THE MATERIAL and DERIVATIVEs.
15. The RECIPIENT acknowledges that the risks represented by any material received from the SUPPLIER should be assessed on the basis of intended USE.
16. The RECIPIENT acknowledges that it USEs THE MATERIAL and its DERIVATIVEs and exercises its rights under this AGREEMENT at its own risk.
17. 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:
    f) the RECIPIENT's USE of THE MATERIAL and its DERIVATIVEs, and any other exercise of rights under this AGREEMENT; and
    g) breach of this AGREEMENT by the RECIPIENT

Transport of THE MATERIAL

18. The RECIPIENT and SUPPLIER shall take all appropriate and necessary measures that the importation, storage and UTILIZATION of THE MATERIAL complies with all applicable laws and regulations.
19. The RECIPIENT is responsible for ensuring that it can provide all required import 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 THE MATERIAL

23. Generally, all material deposited in the NHMO DNA Bank will be PUBLISHED and available for loan[10] through various data portals. The PROVIDER may, however, request to have RESTRICTIONS[11] placed on the USE and/or PUBLICATION of THE MATERIAL and associated METADATA, either for a restricted period or permanently (see ANNEX A for details on RESTRICTIONS). If RESTRICTIONS have been requested by the PROVIDER and agreed upon by the RECEIVER, this must be indicated below:

◉ **None**	THE MATERIAL will be curated and USEd according to standard procedures of the NHMO DNA Bank
○ **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**	THE MATERIAL cannot be USEd by any third-party USER until expiry date ***Expiry date:*** _____
○ **Reference**	THE 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.

Signatures of Parties to the AGREEMENT

Authorized signatory for the SUPPLIER

Name (in block letters):

.....

Date: .....

Place: .....

.....
Signature

Authorized signatory for the RECIPIENT

Name (in block letters):

.....

Date: .....

Place: .....

.....
Signature

[10] On the conditions set out in the DNA Bank *Grant policy* (http://www.nhm.uio.no/english/research/infrastructure/dna-bank/policy-procedures/)

[11] Subject to the limitations given in the *Act relating to universities and university colleges*, § 1-5; https://www.regjeringen.no/en/dokumenter/act-relating-to-universities-and-univers/id213307/ (EN); https://lovdata.no/dokument/NL/lov/2005-04-01-15 (NO)

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 TRANSFER AGREEMENT (MTA)

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

METADATA

Any data associated with THE MATERIAL that describes the origin or identifies the original provenience of THE MATERIAL, including names of collector and determinator of individual objects in THE MATERIAL.

MODIFICATIONS

Substances created 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.

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.

PERSONAL DATA

Means data about a customer who can be identified: (a) from that data; or (b) from that data and other information to which the RECIPIENT has or is likely to have access.

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 THE 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 (on the conditions set out in the DNA Bank *Grant policy*; see *http://www.nhm.uio.no/english/research/infrastructure/dna-bank/policy-procedures/*). 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*[12], § 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.

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.

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). (EN);

[12] https://www.regjeringen.no/en/dokumenter/act-relating-to-universities-and-univers/id213307/ (EN);
https://lovdata.no/dokument/NL/lov/2005-04-01-15 (NO)

ANNEX B. THE MATERIAL

Specify below, or in a separate file in the format below and labelled 'ANNEX B', the items supplied by the SUPPLIER that fall under this AGREEMENT ("THE MATERIAL"). This ANNEX will form part of the AGREEMENT.

#	Sample type	Taxon	Sample ID	Collector
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

ANNEX C. RELEVANT DOCUMENTATION

List below, or in a separate file labelled 'ANNEX C', all copies of documentation that are annexed to this AGREEMENT and indicate to which SPECIMENs each refers. This ANNEX and all documents referred herein will form part of the AGREEMENT.

ANNEX D. RESTRICTIONS

Specify below, or in a separate file labelled 'ANNEX D', which RESTRICTIONS apply to which parts of THE MATERIAL covered by the AGREEMENT. This specification will form part of the AGREEMENT.

ANNEX E. DATA PROTECTION NOTICE

COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

The RECIPIENT will not collect PERSONAL DATA unless it is provided directly and voluntarily. The RECIPIENT shall seek consent before collecting any additional PERSONAL DATA and before using the SUPPLIERs PERSONAL DATA for a purpose that has not been notified (except where permitted or authorized by law).

In accordance with this agreement the RECIPIENT will only collect the name, address, email address and phone number of the SUPPLIER, in order to assist in processing the GENETIC RESOURCES. Names of collector and determinator of SAMPLEs in THE MATERIAL are crucial metadata of these, and are not considered as PERSONAL DATA in the context treated in ANNEX E.

WITHDRAWING CONCENT

The consent provided for the collection, use and disclosure of PERSONAL DATA will remain valid until such time it is being withdrawn by the SUPPLIER in writing. The SUPPLIER may withdraw consent and request the RECIPIENT to stop using and/or disclosing PERSONAL DATA by submitting a request in writing or via email to the NHMO DNA Bank.

Upon receipt of a written request to withdraw consent, the RECIPIENT may require reasonable time (depending on the complexity of the request) for the request to be processed. The RECIPIENT shall notify the SUPPLIER of the consequences, including any legal consequences, which may affect the rights and liabilities of the RECIPIENT. Withdrawing consent may lead to the RECIPIENT not being able to continue the agreement. If that is the case, the SUPPLIER shall be notified before completing the request.

PROTECTION OF PERSONAL DATA

To safeguard PERSONAL DATA from unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks, the RECIPIENT shall have appropriate administrative, physical and technical measures to secure all storage and transmission of PERSONAL DATA. The SUPPLIER is aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure.

ACCURACY OF PERSONAL DATA

The RECIPIENT will generally rely on PERSONAL DATA provided by the SUPPLIER. In order to ensure that the PERSONAL DATA is current, complete and accurate, the SUPPLIER should notify the RECIPIENT (via email) if there are changes in the PERSONAL DATA.

RETENTION OF PERSONAL DATA

The RECIPIENT may retain PERSONAL DATA for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws. The RECIPIENT will cease to retain PERSONAL DATA, or de-identify it, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the PERSONAL DATA was collected, and is no longer necessary for legal or business purposes.

TRANSFER OF PERSONAL DATA OUTSIDE OF THE EU

PERSONAL DATA will not be sent outside the EU without the SUPPLIERs consent. If PERSONAL DATA is sent outside the EU, the RECIPIENT will ensure that PERSONAL DATA continues to receive the necessary protection that is needed under the Norwegian Privacy Law and The EU's General Data Protection Regulation (GDPR).

ACKNOWLEDGEMENT AND CONSENT

The SUPPLIER acknowledges that the Data Protection Notice, ANNEX E, is read and understood, and consent to the collection, use and disclosure of the mentioned PERSONAL DATA by the RECIPIENT for the purposes set out in this agreement.

Name: .....

Date: .....

Place: .....

Signature: .....