

MATERIAL DEPOSIT AGREEMENT (MDA)

Terms and conditions applicable to the deposit of biological material in a BCCM public collection

DEFINITIONS

- a. COLLECTION: BCCM™ / Collection.
- b. DEPOSITOR: natural or legal person who deposits ORIGINAL MATERIAL in the custody of the COLLECTION.
- c. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include MODIFICATIONS.
- d. ORIGINAL MATERIAL: that which was supplied to the COLLECTION by the DEPOSITOR. The ORIGINAL MATERIAL is described on the DEPOSIT FORM.
- e. PROGENY: unmodified descendant from the ORIGINAL MATERIAL, such as cell from cell, or organism from organism.
- f. UNMODIFIED DERIVATIVES: substances created by the RECIPIENT which constitute an unmodified subunit of the MATERIAL.
- g. MODIFICATIONS: substances created by the RECIPIENT using the MATERIAL, which are not ORIGINAL MATERIAL, PROGENY or UNMODIFIED DERIVATIVES, and which have new properties.
- h. RECIPIENT: purchaser of material provided by the COLLECTION. The purchaser is submitted to the terms and conditions of the COLLECTION's Material Transfer Agreement defining the terms and conditions applicable to the use, handling, supply, distribution, sale, and any disposition of the material.
- i. DEPOSIT FORM: official form of the COLLECTION recording the minimum data set of administrative, technical and scientific information enabling the unambiguous identification of the ORIGINAL MATERIAL. The DEPOSIT FORM is an integral part of the MATERIAL DEPOSIT AGREEMENT.

TERMS AND CONDITIONS

1. The DEPOSITOR is willing to deposit the ORIGINAL MATERIAL in the custody of the COLLECTION. The COLLECTION has the right to preserve, to study and to process the MATERIAL under the terms and conditions specified in this MDA.
2. The DEPOSITOR confirms that he has acquired, obtained, or discovered lawfully the ORIGINAL MATERIAL. More specifically and if applicable the DEPOSITOR will observe the laws and regulations arising from the Nagoya Protocol to the Convention on Biological Diversity.
3. In the framework of the Nagoya Protocol, when the DEPOSITOR has a valid document equated to Prior Informed Consent he/she may claim non-monetary or monetary benefit sharing arising from the rightful utilization of the MATERIAL.
4. In case the DEPOSITOR has no proof of compliance with applicable legislation arising from the Nagoya Protocol at the time of deposit in the COLLECTION, the COLLECTION will inform the Belgian competent authority that biological material has been accepted in the COLLECTION because of its scientific or socio-economic importance but without appropriate documentation. The DEPOSITOR will inform its national competent authority in the same way and reserve copy of this information to the COLLECTION.
5. The DEPOSITOR accepts the terms and conditions of the MDA by effectively transferring the ORIGINAL MATERIAL in the custody of the COLLECTION and filling in the DEPOSIT FORM.
6. The COLLECTION receives and is willing to keep the ORIGINAL MATERIAL in custody. The COLLECTION will assign a unique identifier to the MATERIAL and record it in its public catalogue. In agreement with the DEPOSITOR, the COLLECTION will make data and information concerning the ORIGINAL MATERIAL publicly accessible.
7. The COLLECTION makes every effort to ensure optimal preservation of the MATERIAL. It is understood that biological material is subject to contingencies, therefore no express or implied warranties are given as to the preservation of the MATERIAL in time.
8. The COLLECTION is allowed to sell, lease, license, lend, supply, distribute or otherwise transfer the MATERIAL to third party under the terms and conditions specified in the COLLECTION's Material Transfer Agreement (MTA) published on the BCCM Website <http://bccm.belspo.be/>.
9. The MATERIAL will be distributed under the responsibility of the COLLECTION in compliance with all applicable laws and regulations.
10. Any MATERIAL handled pursuant to this MDA is understood to be experimental in nature and may have unknown hazardous or beneficial properties. The DEPOSITOR and the COLLECTION will follow the recommendation of the MOSAICC code of conduct and the TRUST system (1) for microbiological genetic resources to minimize legal, technical and environmental risks and to maximize socio-economic benefit.
11. Neither this Agreement nor any rights or obligations contained herein are assignable, whether by operation of law or otherwise, without the prior mutual consent of DEPOSITOR and COLLECTION.
12. The version of the MDA applicable to any MATERIAL shall be the version in effect at the time of deposit, on signature of the DEPOSIT FORM by the DEPOSITOR
13. Belgian laws, with exclusion of its conflict of law provisions, shall govern this Agreement. Belgian laws will pre-empt any conflicting or inconsistent provisions in this Agreement. The Brussels Courts are competent to judge any conflict arising out of this Agreement (2).

(1) For more information see MOSAICC and TRUST at <http://bccm.belspo.be/projects>

(2) For deposit from outside the European Union Article 13 is not applicable and is replaced by the following provision: Any dispute or controversy in relation to, in connection with or resulting from this Agreement that cannot be solved amicably between the parties shall be subject to the jurisdiction of the appropriate national court of the party who would be the prospective defendant in legal action on the issue. The choice of law shall be that of said appropriate national court. Either party may bring proceedings for an injunction in any jurisdiction