

Material Transfer Agreement (MTA) with change in ownership¹

Preamble

- a) This agreement covers the permanent transfer of material containing genetic resources for non-commercial utilization with change in ownership / permanent custodianship.
- b) This agreement is guided by the Convention on Biological Diversity (CBD) and the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (ABS). Material is transferred between both parties to this agreement 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 recognizing the terms on which the supplier acquired the material.
- c) The conditions and clauses set out in Mutually Agreed Terms (MAT) with the providing country for the access of the genetic resources transferred under this agreement remain valid for the RECIPIENT and the subsequent utilization of this material.
- d) This MTA is exclusively designed to cover non-commercial uses of genetic resources. Any other use with the intention of commercial utilization is not permitted by this agreement, but has to be authorized by the country of origin.

SUPPLIER

Botanic Garden and Botanical Museum
Berlin, Freie Universität Berlin
Koenigin-Luise-Str. 6-8
14195 Berlin
Germany

RECIPIENT

The SUPPLIER supplies the specimens or samples listed in the Annex A under the following terms and conditions:

1. The SUPPLIER declares to the best of their knowledge that the material was collected according to national and international laws and rules and all necessary documents such as PIC, MAT or CITES are available. The SUPPLIER shall disclose information on the original providing country of the genetic resources, the date of access and the source of the transferred material.
2. The SUPPLIER declares that they are 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.
3. The SUPPLIER hereby transfers associated data and the ownership of the material to the RECIPIENT (see also 6 and 7).

¹ This agreement is based on the MTAs of [CETAF](#), [GGBN](#), and [IPEN](#); definition of used terms can be found at https://wiki.bgbm.org/collectionworkflows/index.php/MTA_Glossar

4. Restrictions of use of material supplied as indicated below

- The non-commercial use of the material is not restricted.
- The non-commercial use of the material is restricted as indicated in Annex B.

5. Associated copies of original documents of material supplied as indicated below

- Mutually Agreed Terms (MAT), Prior Informed Consent (PIC) e.g. MoU, export permit
- Material Transfer Agreement, Export Permit, Collecting Permit
- CITES Registry code of SUPPLIER _____
- Other (please specify) _____
- BGBM Permit Registration Number(s) _____

No such documentation is attached because

- The genetic resources were accessed prior to the entering into force of the Nagoya Protocol (12.10.2014).
- Original access to the genetic resources was free (no documents have been issued)
- Other (please specify) _____

6. The RECIPIENT will keep all material as well as associated data and documents in a comprehensible manner.

7. If the supplied material is used as a basis for scientific publications, the origin of the material will be indicated.

8. The RECIPIENT shall share the benefits arising from his use of the material, its progeny or derivatives fairly and equitably, in accordance with the CBD and the Nagoya Protocol.

9. The RECIPIENT agrees in any case of use to abide by any existing restrictions specified in the prior informed consent (PIC) and mutually agreed terms (MAT) and any other conditions under which the material was originally acquired, providing these are available. The RECIPIENT will contact the providing country prior to any activities that might conflict with the PIC and MAT. Should the RECIPIENT at a later date intend a commercial use or a transfer to third parties for commercial use, the country of origin's prior informed consent (PIC) must be obtained in writing before the material is used or transferred.

10. The RECIPIENT may transfer the supplied material to third parties only under the same terms and conditions that are defined in this agreement.

11. SUPPLIER and RECIPIENT will forward information on the material supplied to the relevant national authority in the providing country on request.

Place, date, name in BLOCK LETTERS, authorized signatures of Parties to the AGREEMENT

SUPPLIER

RECIPIENT