

SCCAP Material Transfer Agreement

(latest version: 11-06-2015)

This Material Transfer Agreement is between SCCAP and the RECIPIENT of SCCAP materials. It applies to the use, handling, distribution and any disposition of the MATERIAL supplied by the SCCAP, under the terms and conditions specified below. The RECIPIENT accepts these terms and conditions by placing an order with SCCAP.

Definitions

AGREEMENT: This document.

COMMERCIAL PURPOSES: The use of the MATERIAL for the purpose of profit.

END-USER: Scientist working with the supplied MATERIAL.

DEPOSITOR: Person(s) or entity that provided SCCAP with the ORIGINAL MATERIAL.

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.

MATERIAL: ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES. The MATERIAL shall not include MODIFICATIONS.

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.

ORIGINAL MATERIAL: That which was originally supplied to SCCAP by the DEPOSITOR.

PROGENY: Unmodified descendant (e.g. sub-culture or replicate) from the ORIGINAL MATERIAL.

RECIPIENT: The party to whom SCCAP sends the MATERIAL. In case this is not the END-USER the RECIPIENT agrees (i) to forward to the END-USER the present MTA and the MATERIAL in unchanged form and quantity as received from SCCAP, (ii) to use for this further shipping the proper packaging, a trained shipper, and an authorized carrier, according to the applicable laws and regulations, (iii) inform SCCAP on the identity of the END-USER, i.e. name, address, E-mail and phone number.

SCCAP: Scandinavian Culture Collection of Algae & Protozoa, Øster Farimagsgade 2D, DK-1351 Copenhagen, Denmark

THIRD PARTY: Third party, different and independent from the END-USER,

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.

Following AGREEMENT is between the SCCAP and the RECIPIENT of the MATERIAL:

1. RECIPIENT agrees that all information provided to SCCAP 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 SCCAP 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 SCCAP, RECIPIENT shall not sell, distribute or propagate for distribution, lend, or otherwise transfer the MATERIAL to any THIRD PARTY, except those RECIPIENTS 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, e.g. scientific research, teaching or quality control.
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, and the holder of the MATERIAL, i.e. SCCAP.
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 SCCAP as the source of the MATERIAL in any and all publications that reference the MATERIAL.
10. SCCAP is not liable from any misidentification, lack of title, safety, purity, variation of properties of the MATERIAL supplied.
11. Warranty: SCCAP hereby assures within the scope of its quality system and as far as can be determined through the SCCAP's test regimes, that the MATERIAL shall be viable and with a purity as specified in the SCCAP catalogue upon shipment from SCCAP. Any claim against the warranty will have to be communicated to SCCAP within a period of 14 days from the SCCAP's shipment, and will have to be justified to SCCAP's satisfaction. The primary remedy for breach of this warranty is replacement by SCCAP of the MATERIAL free of charge. However, SCCAP will charge for the costs of postage and packaging of resupplied items.
12. Disclaimer of warranties. Except as expressly provided in this AGREEMENT and within the limits of the scope of the SCCAP's quality system, there are no representations or warranties by SCCAP 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.
13. The version of the MTA applicable to any MATERIAL ordered by the RECIPIENT shall be the version in effect at the time of order placement, as it can be found at that time on the SCCAP Web site