**MATERIAL TRANSFER AGREEMENT**

**Provider:** Consejo Nacional de Investigaciones Científicas y Técnicas – CONICET.

**Name of Provider’s Representative:** Mg. Juan Carlos Soria.

**Title of Provider’s Representative:** Technology Transfer Director of theConsejo Nacional de Investigaciones Científicas y Técnicas – CONICET.

**Recipient:** Description, full particulars

**Name of Recipient’s Representative:**

**Title of Recipient’s Representative:**

**Description of Material Transferred:** Description, full particulars

In consideration of the provisions of the Convention on Biological Diversity, the qualified Signatories, through their duly authorized representatives, agree to use the samples transferred under the following terms and conditions:

**ONE: PURPOSE**

The purpose of this Agreement is to transfer from CONICET to the Recipient (DEFINE PRECISELY MATERIAL TO BE TRANSFERRED INCLUDING QUANTITIES OF SAID TRANSFER, INDICATING THE GEOGRAPHIC AREA OF GEOGRAPHICALLY REFERENCED PROSPECTION OF SAMPLING SITES AND SPECIES COLLECTED BY SITE) (hereinafter, the "MATERIAL"). The material submitted must be used by the Recipient exclusively for the development of the stated scientific research, and shall not be used for commercial purposes. See ANNEX I (hereinafter "PERMITTED USE / STATED SCIENTIFIC RESEARCH – Description, full particulars"). The description of the STATED SCIENTIFIC RESEARCH cannot be modified and the material cannot be used for other purposes unless a new written authorization request is submitted.

**TWO: DELIVERY OF MATERIAL AND SCOPE OF TRANSFER**

The MATERIAL shall be delivered to the Recipient by CONICET (SPECIFY DELIVERY CONDITIONS: BAGS, LIQUID FORM, CONTAINER SIZE OR ANY OTHER APPROPRIATE PHYSICAL FEATURE). (Description, full particulars)

Upon execution of this Agreement, the parties hereto shall agree on the form of delivery of such MATERIAL to the Recipient. Costs related to transportation and any other related cost shall be fully borne by \_\_\_\_\_\_\_\_\_\_\_\_(to be specified on each individual case).

In the event that additional MATERIAL should need to be delivered, a new agreement for the delivery of such new material must be executed.

Specifically,theMATERIAL shall not be modified or used to create a commercial product or procedure, unless previously agreed upon by the parties hereto, in writing.

The parties hereto acknowledge that the MATERIAL has been approved solely in experimental systems and that, therefore, CONICET finds it impossible to extend any warranty of any nature for such MATERIAL. Therefore, CONICET shall not be held liable for damages which may arise from the use of such MATERIAL under this Agreement.

**THREE: PERSON(S) RESPONSIBLE FOR TECHNICAL MATTERS, FOR THE MATERIAL AND FOR ACCESS RESTRICTION**

For the purpose of facilitating the MATERIAL transfer and such other obligations as set forth in this Agreement, the parties hereto appoint TECHNICAL REPRESENTATIVES as follows:

CONICET hereby appoints \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as its technical representative(s). (Description, full particulars)

The Recipient hereby appoints \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as its technical representative(s). (Description, full particulars)

The Recipient’stechnical representative shall also be responsible for the MATERIAL and for its proper use. Furthermore, the Recipient’s technical representativeagrees to restrict access to and/or information on theMATERIAL to third parties who are not a party hereto, to the Recipient’s employees or staff under its supervision that may not have a genuine and specific need for such MATERIAL. In the event that it is necessary to provide access to or information on the MATERIAL to any third party hereto, a new agreement between CONICET and said third party must be executed.

**FOUR: DISTRIBUTION OF BENEFITS:** As a result of the use of genetic material owned by the country of the provider, the recipient agrees to make to the provider the contributions specified in ANNEX II (DISTRIBUTION OF BENEFITS, to be completed by the investigator involved), in full compliance with the rules on distribution of benefits in force internationally.

**FIVE: CONFIDENTIALITY**

The MATERIAL transferred under this Agreement shall be treated and labeled as confidential by the Recipient as well as any documentation that CONICET may eventually release in support of the transferred MATERIAL. Any documentation or additional information shall be released only, and provided that, CONICET shall deem it necessary.

With regard to the handling of confidential information, the Recipient agrees to adopt any suitable measures to keep MATERIAL and any related information thereof secret. For this purpose, the Recipient binds itself to keep such MATERIAL and related information under strict confidentiality by exercising same care and using same procedures and security systems as it exercises and uses in connection with its own confidential information.

For the purpose of this Agreement, the following shall not be considered confidential information:

1. Information for which the Recipient can prove its legitimate knowledge before theMATERIAL is delivered;
2. Information which, upon delivery ofMATERIAL, has become of public domain; provided that such disclosure is not due to action or omission caused by the Recipient**;**
3. Information supplied to the Recipient by third parties that may not be bound to keep such information secret;
4. Information required to be disclosed by law, order, decree, regulation, court ruling or decision of any competent government entity.

In the case referred to in the latter instance, the Recipient will so notify CONICET within the shortest possible time and, if feasible, before complying with the request that imposes the obligation to disclose the Confidential Information, so that CONICET can try filing interim injunctions and/or any other remedies aimed at preventing disclosure and/or damages caused by the dissemination of confidential information. In the event of failure to prevent disclosure of Confidential Information, the Recipient will take the following precautions:

(1) It will make its best efforts to ensure that the Confidential Information is treated as such.

(2) It will disclose only that Confidential Information which, according to the written opinion of the legal counsel of the Party concerned, is necessary to avoid the imposition of fines, penalties or give rise to any other penalties or liabilities thereon.

**SIX. RECORDING AND REPORTING RESULTS**.

The Recipient agrees to record all the progress and results of the use of the MATERIAL. The Recipient shall deliver to the TECHNICAL REPRESENTATIVE of CONICET in a closed envelope every \_\_\_\_\_\_\_\_ months partial collections of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (COMPLETE ACCORDING TO EXPECTED RESULTS FOLLOWING AUTHORIZED USE OF MATERIAL AND STATED SCIENTIFIC RESEARCH). (Description, full particulars)

These records will be treated as confidential by both parties.

**SEVEN . PUBLICITY**

Both parties will disseminate the research results as extensively as possible by publishing in international journals. The Argentine party will take particular care to disseminate the results across all spheres of administration, particularly those of public administration that might consider them useful and relevant.

The publication of the results will be made jointly by the Recipient and CONICET. Recipient and CONICET shall duly acknowledge the source of material in all publications related to the material used; Recipient and CONICET shall send copies of publications and progress reports resulting from the material used and its modifications to the Argentine Ministry of Environment and Sustainable Development. Any publication resulting from the study of the sample component of genetic heritage provided must explicitly recognize the source of the material, and contain acknowledgments to CONICET. A copy of the publication in question shall be sent to the Sender Herbarium and to the Argentine Ministry of Environment and Sustainable Development.

Non-compliance with these terms shall entail the applicable statutory sanctions.

**EIGHT. PROPERTY RIGHTS**

The MATERIAL transferred under this Agreement is the exclusive property of the province where the collection was made.

A Recipient of the sample of components of genetic heritage will abide by the terms of this MTA in any transaction corresponding to this sample, will not be considered a Provider and shall not be entitled to share the benefits with regard to this material.

None of the provisions in this Agreement shall be interpreted by itself or together with other provisions in such a way as to justify the granting of any rights on the MATERIAL in favor of the Recipient other than the right to use the MATERIAL provided in accordance with the AUTHORIZED USE. This Agreement does not authorize the Recipient to modify the MATERIAL and/or perform reverse engineering on such MATERIAL if feasible.

In the event of discovery of a potential commercial use for a product or process which may or may not be subject to intellectual protection and which derives from the sample provided as genetic heritage under these terms, the Recipient shall notify CONICET of said discovery. The activity related to said potential use shall be suspended. In these circumstances, a new agreement containing the relevant legal provisions will be executed.

Argentina will retain exclusively all intellectual property rights associated with the materials used.

If the transfer of the MATERIAL gave rise to economically exploitable results and/or produced inventions that are susceptible to be protected by intellectual property rights or other rights, such rights will be co-owned by both parties as conveniently agreed upon and in consideration of the contributions made by each of them respectively.

**NINE. TECHNICAL ASSISTANCE**.

This Agreement does not imply the assistance by staff and/or agents of CONICET to the Recipient beyond the indications for application of the MATERIAL provided for in this Agreement. In the event that some assistance is required, the parties hereto shall agree on the terms and conditions thereof and such assistance may involve a valuable consideration.

**TEN. TRANSFER TO THIRD PARTIES**.

No sample component of genetic heritage, provided on a temporary or permanent basis, may be released to a third party by the Recipient without the prior execution of a new Material Transfer Agreement between CONICET and the new Recipient. No part or product can be loaned or given to another researcher or institution without prior written authorization, which will require processing a new agreement.

Any third party not identified in this Agreement and requesting a sample must do so in writing and forward it to CONICET and be authorized by the province of collection.

**ELEVEN. VALIDITY**

This MTA is valid for one year, regardless of the time length of the material loan, and it may be renewed at the express request, by agreement between the Parties and formal expression of both prior to expiration of their term.

This agreement has a start date on ........................ and ends on ........................

Commitments for the material transferred under these terms remain in effect indefinitely, regardless of renewal.

**TWELVE. RELATIONSHIP OF THE PARTIES**

In all circumstances or events relative to this Agreement, the Parties shall maintain the individuality and independence of their technical and administrative structures and particularly assume the corresponding responsibilities. Neither party has an obligation with respect to the other on issues which are foreign or outside the subject matter of this Agreement.

**THIRTEEN. APPLICABLE LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed and interpreted in accordance with the laws of Argentina.

The Parties shall endeavour to resolve by mutual agreement and negotiate in good faith any dispute, difference, controversy or divergence that arises out of, or relating to the interpretation, implementation or enforcement of this Agreement. To this end, they undertake to involve the high command of each of the Parties to the resolution process of disputes, differences, controversies or divergences, thereby accelerating the resolution thereof.

If any such dispute, controversy or divergence cannot be resolved by mutual agreement between the Parties within 30 days, a competent forum for the settlement of disputes between the institutions involved in this MTA will be an International Arbitral Tribunal selected by mutual agreement.

**FOURTEEN: NOTICES**

For all purposes hereof, the Parties set their domiciles at:

### a) CONICET

Rivadavia 1917 - C1033AAJ

Ciudad Autónoma de Buenos Aires - Argentina

c/o International Cooperation Office

Ref.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Recipient**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Att. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ref.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Or at any address the Parties may duly and verifiably notify in the future. Therefore, any of the Parties may change its domicile by serving written notice to the other Party five (5) calendar days prior to the effective date of said change of domicile; otherwise, any and all summons and/or out-of-court notices delivered to the former domiciles shall be deemed valid.

In witness whereof, the authorized representatives of the Parties have signed this Agreement on three (3) copies of the same tenor and effect in the location and date indicated in the heading of this Agreement.

CONICET Recipient

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­\_\_\_ Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONICET TECHNICAL RECIPIENT TECHNICAL

REPRESENTATIVE REPRESENTATIVE

By. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­\_\_\_ Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEX I**

**AUTHORIZED USE: (to be completed by involved investigator)**

**STATED SCIENTIFIC RESEARCH: (to be completed by involved investigator)**

**ANNEX II: DISTRIBUTION OF BENEFITS**

**MONETARY AND NON-MONETARY BENEFITS:**

|  |  |  |
| --- | --- | --- |
| **Identification of Provider:** | |  |
| **Identification of Recipient:** | |  |
| **Identification of Benefits:** | |  |
| **- Monetary[[1]](#footnote-1)** |  | |
| **- Non-Monetary[[2]](#footnote-2)** |  | |

|  |
| --- |
| **Description of Distribution of Benefits: (to be completed by involved investigator)** |

1. Monetary benefits can include, without limitations:

   (1a) Access fees or fee for collected sample or otherwise acquired;

   (1b) Advance payments;

   (1c) Milestone payments;

   (1d) Payment of royalties;

   (1e) Licence fees in case of commercialization;

   (1f) Special fees to be paid to trust funds supporting conservation and sustainable use of biological diversity;

   (1g) Salaries and preferential terms if mutually agreed;

   (1h) Research funding;

   (1i) Joint Ventures;

   (1j) joint ownership of the relevant intellectual property rights.

   (1k) Other [↑](#footnote-ref-1)
2. **Non-monetary benefits** may include, without limitation:

   (2a) Sharing of research and development results;

   (2b) Collaboration, cooperation and contribution in scientific research programs and development, particularly biotechnological research activities, where possible in the Party providing genetic resources;

   (2c) Participation in product development;

   (2d) Collaboration, cooperation and contribution in education and training;

   (2e) Admittance to ex situ genetic resources and database facilities;

   (2f) Transfer to the provider of the genetic resources of knowledge and technology under fair and most favourable terms, including terms on favourable and preferential conditions, where agreed, in particular, knowledge and technology in which use is made of genetic resources, including biotechnology, or that are relevant to the conservation and sustainable use of biological diversity;

   (2g) Strengthening capacities for technology transfer;

   (2h) Creation of Institutional capacity;

   (2i) Human and material resources to strengthen the capacities for the administration and enforcement of regulations on access;

   (2j) Training related to genetic resources with the full participation of countries providing genetic resources and, if possible, in such countries;

   (2k) Access to scientific information relevant to conservation and sustainable use of biological diversity, including biological inventories and taxonomic studies;

   (2l) Contributions to the local economy;

   (2m) Research directed towards priority needs, such as the safety of human health and food, taking into account domestic uses of genetic resources in the Party providing genetic resources;

   (2n) Institutional and professional relationships that can arise from an agreement on access and benefit-sharing and subsequent collaborative activities;

   (2o) Benefits of food security and livelihoods;

   (2p) Social recognition;

   (2q) Joint ownership of the relevant intellectual property rights.

   (2r) Other [↑](#footnote-ref-2)