

IBAB - Industry Biotechnology Algal Bank from GreenCoLab

Mutual Transfer Agreement for Algae Strains

Parties:

IBAB - Industry Biotechnology Algal Bank from GreenCoLab

[*Requiring Institution/Recipient*]

This agreement describes the terms and conditions for the transfer of material from the Industry Biotechnology Algal Bank from GreenCoLab - Associação Oceano Verde (IBAB-GCL) to its Users. The IBAB-GCL does not accept any terms and/or conditions contrary to those set out here, except if a separate (written) contract has been negotiated between the User and the IBAB that may provide exceptions to the terms and conditions stated here.

Materials are transferred between both contractual parties on the condition that the User and any authorized Users agree to use the materials and any associated or arising data in compliance with international laws and conventions, including 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.

This Mutual Transfer Agreement (MTA) is entered into by and between IBAB-GCL, hereinafter referred to as the "Provider," and [*Requiring Institution*], hereinafter referred to as the "Recipient," regarding the exchange of algae strains.

Definitions:

1. Provider: The entity providing the algae strains under this agreement.
2. Recipient: The entity receiving the algae strains under this agreement.
3. Algae Strains: Living material comprising strains of algae, identified as listed on Arctos platform.

Terms and Conditions:

1. Purpose: This agreement facilitates the mutual exchange of algae strains for research and teaching purposes only.
2. Ownership: Both parties acknowledge that the algae strains remain the property of the Provider. However, as outlined in this agreement, the Recipient may use them for research purposes.
3. Access and Benefit-sharing (ABS):
 - a. The Provider assures that access to the algae strains has been obtained by applicable national and international regulations, including the Nagoya Protocol.
 - b. The Recipient agrees to comply with all applicable laws and regulations related to ABS, including any requirements for prior informed consent (PIC) and mutually agreed terms (MAT).
 - c. Any benefits arising from the utilization of the algae strains, including commercialization, shall be subject to mutually agreed terms between the Provider and the Recipient.
4. Use Restrictions: The Recipient agrees to use the algae strains solely for research and teaching purposes and shall not distribute them to third parties without the express written consent of the Provider.
5. Intellectual Property: Nothing in this agreement grants the User any rights under any patents, propriety, intellectual property, or other rights with respect to the IBAB-GCL Material acquired. When the use of the Material violates any other person's rights, the User will bear responsibility for this, and will deal with the matter on his/her own.
6. Confidentiality: Both parties agree to keep confidential any proprietary or sensitive information disclosed during this agreement.
7. Term and Termination: This agreement shall commence on the date of signing and shall remain in effect until terminated by either party upon 12 months' early written notice.
8. Governing Law: The laws of the European Union shall govern and be construed by this agreement.
9. Acknowledgement: The User agrees to cite the IBAB-GCL strain ID number(s) in all publications and patent applications that reference the Material and acknowledge the IBAB-GCL as the source of the Material. The User is kindly requested to provide the IBAB-GCL with details of the related publications.

This agreement shall be construed and enforced in accordance with and governed by the laws of Portugal.

Signatures:

GreenCoLab Responsible

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Requiring Institution

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