

Material Transfer Agreement

between

Leibniz-Institut DSMZ-Deutsche Sammlung von Mikroorganismen und
Zellkulturen GmbH (hereinafter DSMZ)

and

Comisión Nacional para la Gestión de la Biodiversidad
Ministerio de Ambiente y Energía, Costa Rica (hereinafter CONAGEBIO)

The purpose of this agreement is to facilitate the deposit of microorganisms including viruses from Costa Rica in the public collection of the DSMZ, to ensure that genetic and biochemical resources from Costa Rica can legally be transferred to customers of the DSMZ for basic, non-commercial research purposes and that CONAGEBIO is informed whenever such transfer occurs and to ensure that non-monetary benefits, as research results and scientific publications, are shared with Costa Rica as a provider country.

WHEREAS Costa Rica is a Party to the Convention on Biological Diversity and has legislation¹ that regulates access to genetic and biochemical resources within its territory and requires benefit-sharing arising from the use of such resources for research and development;

WHEREAS the utilization of genetic or biochemical resources from biodiversity, including microorganisms, are under the scope of Access and Benefits-Sharing (ABS) legislation in Costa Rica.

WHEREAS CONAGEBIO is the national authority in Costa Rica for implementing ABS legislation.

WHEREAS DSMZ is a public collection and a registered collection within the meaning of Regulation (EU) No 511/2014;

WHEREAS researchers might deposit microbial strains from Costa Rica in DSMZ's public collection;

¹ Biodiversity Law #7788, Decree # 31514-MINAE: General Norms for Access to the Genetic and Biochemical Elements and Resources of Biodiversity, DECREE # 33697-MINAE: Regulation for Access to Genetic and Biochemical Elements and Resources of Biodiversity in ex situ conditions, DECREE No. 39341- MINAE: Regulations for the application of administrative sanctions regarding unauthorized access to genetic and biochemical elements and resources, established in Biodiversity Law No. 7788. The text of these norms are available at www.conagebio.go.cr and <https://absch.cbd.int/>

WHEREAS deposited microbial strains must be available with no restrictions to researchers for non-commercial research purposes (research needed to characterize the strains with respect to taxonomy, morphology, physiology, among others) in accordance with the International Code of Nomenclature of Prokaryotes (ICNP), especially Rule 30;

CONAGEBIO and DSMZ agree as follows:

1. DSMZ shall only accept microbial strains from Costa Rica into its public collection if the depositor provides a copy of permit issued by CONAGEBIO or SINAC (Sistema Nacional de Áreas de Conservación/MINAE) or the permit or equivalent issued by the University of Costa Rica showing that the microorganisms were legally collected in accordance with the Costa Rican legislation.
2. This agreement applies to all microbial strains from Costa Rica deposited at the DSMZ. Microbial strains deposited at the DSMZ before this agreement, will not have an associated permit but are, nevertheless, deemed legally deposited and are herewith covered under this MTA.
3. DSMZ shall include a notice in its catalogue to inform customers that in the case of bioprospecting research or commercial use of a microbial strain from Costa Rica, the customer must first obtain an access and benefit-sharing permit from CONAGEBIO in accordance with the Costa Rican access and benefit-sharing legislation.
4. DSMZ shall not transfer any microbial strain from Costa Rica to a customer for any bioprospecting research or commercial use without receiving prior written permission from CONAGEBIO in the form of a permit issued to the user authorizing distribution of the Costa Rican microbial strain by DSMZ.
5. DSMZ may distribute a Costa Rican microbial strain deposited in DSMZ's collection to a customer for basic, non-commercial research only if:
 - i. The customer completes the form in Annex 1 of this agreement and sends this form to DSMZ together with the signed DSMZ Material Transfer Agreement (exemplified in Annex 2#) at the time the microbial strain is ordered. Annex 1 will be sent as an affidavit to CONAGEBIO for informational and traceability purposes.
 - ii. The customer agrees that the transfer of the Costa Rican microbial strain by the customer to a third party is strictly prohibited and the strain shall only be used for basic, non-commercial research.
 - iii. To ensure benefits sharing with Costa Rica as a provider country, the customer agrees to provide CONAGEBIO a copy of any scientific findings, including publications, resulting from research on or with the strain (see Annex 1).
6. DSMZ shall pass on to CONAGEBIO quarterly to the forms in Annex 1 filled out by DSMZ customers. DSMZ shall include a notice in its catalogue (see Annex 3) informing the customer that a copy of the completed form shall be provided to CONAGEBIO.

7. DSMZ shall pass on to CONAGEBIO quarterly a list of new strains from Costa Rica deposited to the collection and, when available, the corresponding links to DSMZ catalogue and the accompanying documentation.
8. This agreement is valid from the date of signature until otherwise revoked by either Party. Previous microbial distributions of Costa Rican genetic or biochemical resources under this agreement, before the date of revocation, remain legally valid.

Date

M.Sc. Angela González Grau, Executive Director, CONAGEBIO

16. JUNI 2021

Date

Prof. Dr. Jörg Overmann, Scientific Director, DSMZ

ANNEX 1: Form to be filled out by non-commercial customers of DSMZ

AFFIDAVIT

I hereby inform that _____ (organization or researcher name) will develop the following research project, with microbial strains obtained from DSMZ and originally collected in Costa Rica:

Research title:

General objective:

Specific objectives:

Strains to be accessed (DSM number(s):

Methods:

Project term:

I agree that the transfer of the Costa Rican microbial strain to a third party is strictly prohibited and the strain shall only be used for basic, non-commercial research.

I commit to provide CONAGEBIO (info@conagebio.go.cr) a copy of any scientific findings, including publications, resulting from research on or with the strains obtained from DSMZ. I also commit to mention Costa Rica as the provider country, where originally the samples were collected, in any publication, poster or presentation of the research results.

Under penalty of perjury, I declare that in case I perform any kind of bioprospecting research or commercial utilization of Costa Rican genetic or biochemical resources with the strains obtained from DSMZ, **I will comply with the obligations established in the Costa Rican Biodiversity Law related to Access and Benefits Sharing (ABS) permits before starting the research**, in accordance with the Convention on Biological Diversity and the Costa Rican national legislation.

Full name:

Passport number:

Email:

Organization:

Date:

Signature:

ANNEX 2

Material Transfer Agreement between DSMZ GmbH and the receiving customer TO BE SIGNED BY THE RESPONSIBLE SCIENTIST

Please sign and send to sales@dsMZ.de. Your order will NOT be processed until a signature is received.

1. **Research purposes only.** Biological material may be used for research purposes only and is not for use in humans (including food or cosmetic preparations) or for clinical or veterinary purposes.
2. **No distribution.** Biological material may not be distributed to a third party. Biological material can be used by members of the same laboratory or scientists working collaboratively on a defined project. For more information please see our Terms & Conditions.
3. **Commercial use is prohibited.** Biological material purchased from the DSMZ GmbH cannot be used for commercial purposes except plant virus-related products intended for viral diagnostics. For material regulated by the Nagoya Protocol (i.e., with documents listed in the DSMZ Shop under "Nagoya Protocol Restrictions"), the customer must adhere to the conditions and terms in these documents. For all other material, commercial use of products is defined as using the material directly for the purpose of profit generation. Individual requests for commercial use of microorganisms or plant viruses can be considered on a case-by-case basis by DSMZ GmbH management.
4. **Nagoya Protocol compliance.** The DSMZ is a [Registered Collection](#) under EU law, which means the customer does not need to seek Nagoya documents for our strains. In the microorganism and plant virus catalogues, under "Nagoya Protocol Restrictions", some strains have associated files available for download. The customer shall download these documents, adhere to the provisions defined therein, and retain the documents for 20 years after the material is last used. Violating this obligation can lead to a fine of up to €50,000 from German or other Member State authorities. For all strains, we advise customers to print out the catalog page of each purchased strain. This information can be used in E.U. due diligence reporting requirements. All human, animal and plant cell lines held by the DSMZ GmbH are out of scope of the Nagoya Protocol.
5. **Future publications.** If the customer publishes research results, the publication, poster, or slides should cite the original depositor of the material (found in the catalogue), the DSMZ unique identifier (DSM, ACC, PV, NC, AS, RT, or PC number) and the DSMZ GmbH as the supplier of the material. Any phenotypic or metadata on the ordered strain(s) downloaded from [BacDive](#) should cite the most recent BacDive publication.

Name (Block letters)

E-Mail and phone number

Title, Department

Signature, Date

Order # (DSMZ Use Only): _____

Annex 3. Text passage to be used in the DSMZ public catalog for all Costa Rican strains

According to Costa Rican law, the utilization of genetic or biochemical resources from biodiversity, including microorganisms, is under the scope of Access and Benefits-Sharing (ABS) legislation.

In case of non-commercial research purposes (research needed to characterize the strains with respect to taxonomy, morphology, physiology, among others), DSMZ may distribute a Costa Rican microbial strain deposited in DSMZ's collection to a customer only if:

- I. The customer completes the form below (click on "File Download" and fill in Annex 1 of the MTA between CONAGEBIO and DSMZ) and sends it to DSMZ together with the signed DSMZ Material Transfer Agreement at the time the microbial strain is ordered (please send the documents to: dsmzsale@dsMZ.de **and** justizariat@dsMZ.de. The form will be sent as an affidavit to CONAGEBIO for informational and traceability purposes.
- II. The customer agrees that the transfer of the Costa Rican microbial strain by the customer to a third party is strictly prohibited and the strain shall only be used for basic, non-commercial research.
- III. To ensure benefits sharing with Costa Rica as a provider country, the customer agrees to provide CONAGEBIO a copy of any scientific findings, including publications, resulting from research on or with the strain.
- IV. After the purchase of this strain, DSMZ will send the Affidavit filled out by the purchasing customer to the Costa Rican National Focal Point (NFP) for access and benefit sharing. The completed affidavit means that you do not need to separately apply to the Costa Rican NFP to use this catalog item for non-commercial purposes.

For bioprospecting research or commercial use of this strain, you must first contact the Costa Rican NFP (<https://absch.cbd.int/database/NFP/ABSCH-NFP-CR-209240>) in order to obtain an access and benefit-sharing permit from CONAGEBIO in accordance with the Costa Rican legislation and should cite the DSMZ Number of the strain and a link to this webpage before we will distribute this strain.