

MATERIAL ACCESSION AGREEMENT (“MAA”)
Terms and conditions applicable to the deposit of biological material in a BCCM public collection

DEFINITIONS

- a. COLLECTION: BCCM™ / Collection.
- b. DEPOSITOR: natural or legal person who deposits ORIGINAL MATERIAL in the custody of the COLLECTION.
- c. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include MODIFICATIONS
- d. ORIGINAL MATERIAL: what was supplied to the COLLECTION by the DEPOSITOR. The ORIGINAL MATERIAL is described on the ACCESSION FORM.
- e. PROGENY: Unmodified descendant from the ORIGINAL MATERIAL, such as cell from cell, or organism from organism.
- f. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified subunit of the MATERIAL.
- g. MODIFICATIONS: Substances created by the RECIPIENT using the MATERIAL, which are not ORIGINAL MATERIAL, PROGENY or UNMODIFIED DERIVATIVES, and which have new properties.
- h. RECIPIENT: Purchaser of material provided by the COLLECTION. The purchaser is submitted to the terms and conditions of the COLLECTION's MATERIAL TRANSFER AGREEMENT defining the terms and conditions applicable to the use, handling, supply, distribution, sale, and any disposition of the material.
- i. ACCESSION FORM: Form of the COLLECTION recording the minimum data set of administrative, technical and scientific information enabling the unambiguous identification of the ORIGINAL MATERIAL. The ACCESSION FORM is an integral part of the MATERIAL ACCESSION AGREEMENT.

TERMS AND CONDITIONS

1. The DEPOSITOR is willing to deposit the ORIGINAL MATERIAL in the custody of the COLLECTION and to grant the COLLECTION a non-exclusive license to preserve, to study and to supply the MATERIAL under the terms and conditions specified in this MAA.
2. The DEPOSITOR confirms that he has acquired, obtained, or discovered lawfully the ORIGINAL MATERIAL. More specifically and if applicable the DEPOSITOR will observe the regulations of the Nagoya Protocol to the Convention on Biological Diversity.
3. In the framework of the Nagoya Protocol, when the DEPOSITOR has a valid document equated to Prior Informed Consent he/she may claim non-monetary or monetary benefit sharing arising from the rightful utilization of the MATERIAL.
4. In case the DEPOSITOR has no proof of Prior Informed Consent or equivalent at the time of deposit in the COLLECTION, the COLLECTION will inform the Belgian competent authority that biological material has been accepted in the COLLECTION because of its scientific or socio-economic importance but without appropriate documentation. It is the responsibility of the DEPOSITOR to inform its national competent authority in the same way and reserve copy of this information to the COLLECTION.
5. By effectively transferring the ORIGINAL MATERIAL in the custody of the COLLECTION and completing the ACCESSION FORM the DEPOSITOR accepts the terms and conditions of the MAA.
6. The COLLECTION receives and is willing to keep the ORIGINAL MATERIAL in custody. The COLLECTION will assign a unique identifier to the MATERIAL and record it in its public catalogue. In agreement with the DEPOSITOR, the COLLECTION will make data and information concerning the ORIGINAL MATERIAL publicly accessible.
7. The COLLECTION makes every effort to ensure optimal preservation of the MATERIAL. It is understood that biological material is subject to contingencies, therefore no express or implied warranties are given as to the preservation of the MATERIAL in time.
8. The COLLECTION is allowed to sell, lease, license, lend, supply, distribute or otherwise transfer the MATERIAL to third party under the terms and conditions specified in the COLLECTION's Material Transfer Agreement (MTA) published on the BCCM website <http://bccm.belspo.be/>.
9. The MATERIAL will be distributed under the responsibility of the COLLECTION in compliance with all applicable laws and regulations.
10. Any MATERIAL handled pursuant to this MAA is understood to be experimental in nature and may have unknown hazardous or beneficial properties. The DEPOSITOR and the COLLECTION will follow the recommendation of the MOSAICC code of conduct and the TRUST system (1) for microbiological genetic resources to minimize legal, technical and environmental risks and maximize socio-economic benefit.
11. Neither this Agreement nor any rights or obligations contained herein are assignable, whether by operation of law or otherwise, without the prior mutual consent of DEPOSITOR and COLLECTION.
12. The version of the MAA applicable to any MATERIAL shall be the version in effect at the time of deposit, on signature of the ACCESSION FORM by the DEPOSITOR
13. This Agreement shall be governed by and construed in accordance with the Laws of Belgium. In the event of dispute arising out of this Agreement, the Parties shall seek to resolve such dispute amicably. In case the Parties fail to settle the dispute amicably, the dispute shall be brought in the courts of defendants' principal place of business, and the Parties expressly agree to the exclusive venue and jurisdiction of such courts.

(1) For more information see MOSAICC and TRUST at <http://bccm.belspo.be/projects>