

# Necessary Legal Policy for Culture Collections

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# CONTENTS

- Context
- Accession policy
- Distribution policy

# LAWS CONCERNING ACCESS AND TRANSFER OF MICROBIAL RESOURCES

General rules, valid for microorganisms and other material

- import, export, dual-use

➔ *Sometimes rules are more stringent for biological material*

General rules, but with some specificities for microorganisms

- IPR: tangible and intangible ownership
- patent: Budapest treaty

➔ *Adapted or not to microbiological material*

Specific rules for biological material including microorganisms

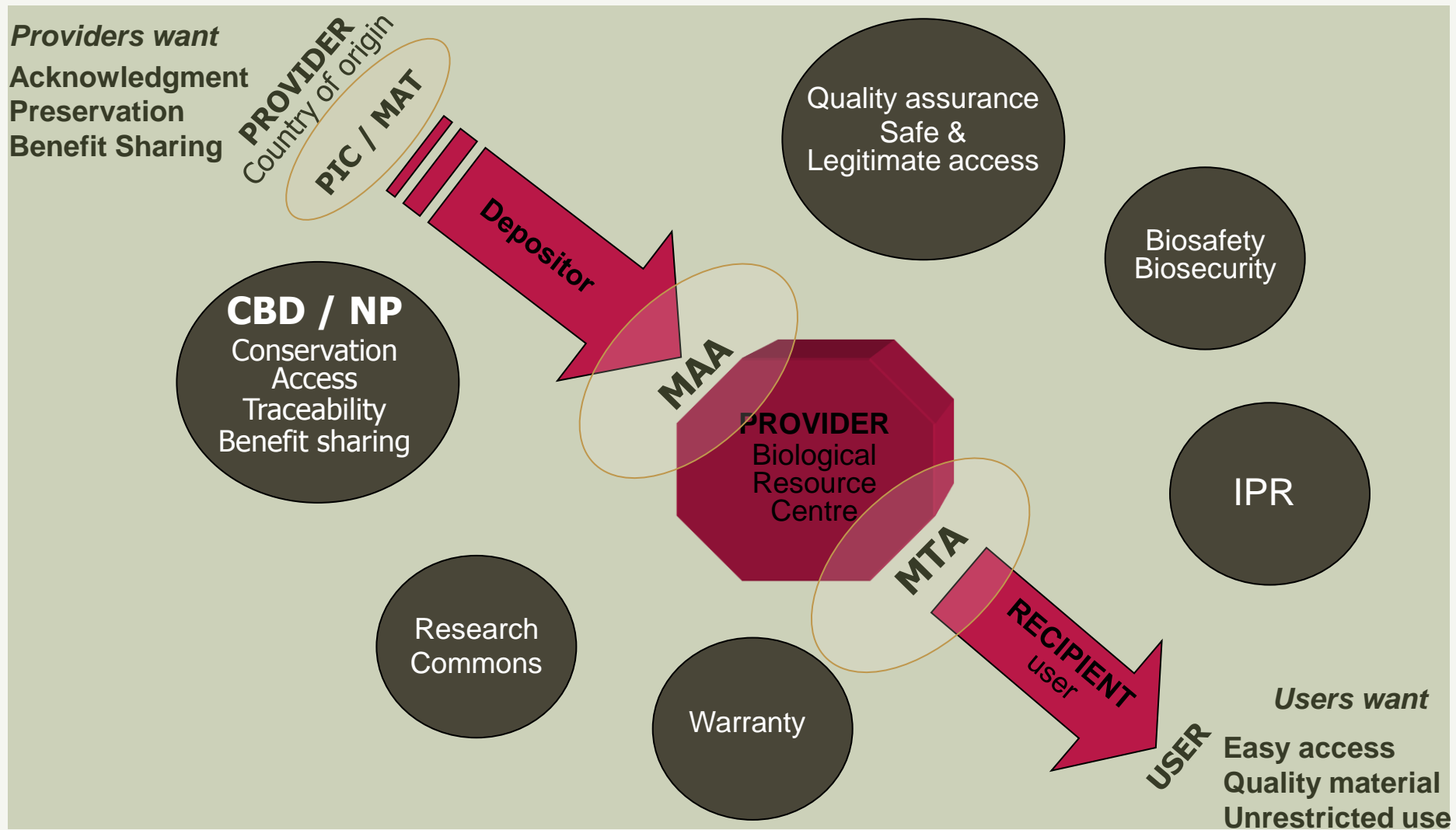
- biosafety, biosecurity, transport, pathogens
- Convention on Biological Diversity, Nagoya Protocol

➔ *Specific but some laws are not yet in place*

# DESIGN OF A CC'S OWN POLICY

## INSTRUMENTS TO MEET LEGAL REQUIREMENTS

- MAA - MATERIAL ACCESSION AGREEMENT
- MTA - MATERIAL TRANSFER AGREEMENT



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# ACCESSION POLICY

- **Material Acquisition Agreement - MAA**

- **Part A. ACCESSION FORM**

- Administrative data

- Technical information - collecting data

- Scientific data necessary to identify the material: -taxonomical data

- Adapted to the need of the collection –related to the kind of material*

- **Part B. MATERIAL ACCESSION AGREEMENT**

- Contractual clauses = MAA *sensu stricto*

- Definitions

- Provisions

- As far as possible, same content for all partners*

# PART A. ACCESSION FORM

## Administrative data

Authorization of **sampling**

Global Unique Identifier of the **strain** – Collection reference

## Technical information - collecting data

Place, date of sampling, name of collector, substrate

## Scientific data necessary to identify the material: - taxonomical data

Result of analysis, study of the strain

*Adapted to the need of the collection –related to the kind of material*

## **PART B. MAA SENSU STRICTO**

### **CONTRACTUAL CLAUSES - GENERAL CONDITIONS**

#### **DEFINITIONS**

- a. COLLECTION (= PROVIDER in MTA)**
- b. RECIPIENT**
- c. DEPOSITOR**
- d. RESEARCH GROUP**

- e. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES.**
- f. ORIGINAL MATERIAL**
- g. PROGENY**
- h. UNMODIFIED DERIVATIVES**
- i. MODIFICATIONS**

- j. LEGITIMATE EXCHANGE**
- k. COMMERCIAL USE**
- l. ACCESSION FORM: Official form of the COLLECTION makes integral part of the Material Accession Form.**



## **PART B. MAA SENSU STRICTO**

### **CONTRACTUAL CLAUSES - GENERAL CONDITIONS**

#### **TERMS AND CONDITIONS**

1. **This MAA applies, ..., to the use, handling, transfer, supply, distribution, sale, and more generally to any disposition of the ORIGINAL MATERIAL deposited by the DEPOSITOR and of the MATERIAL. = PURPOSE of the AGREEMENT**

2. **The DEPOSITOR deposits**
- 3.





4. **The COLLECTION receives**  
**&**
5. **The COLLECTION distributes**
- 6.

**PARTIES TO THE AGREEMENT**

## **PART B. MAA *SENSU STRICTO***

### **CONTRACTUAL CLAUSES – GENERAL CONDITIONS**

#### **TERMS AND CONDITIONS**

- |  |   |   |
|--|---|---|
|  <ul style="list-style-type: none"><li><b>7. The DEPOSITOR</b></li><li><b>8.</b></li><li><b>9.</b></li></ul> |  | <b>Duties and rights related to the CBD &amp; the Nagoya Protocol</b> |
|  <ul style="list-style-type: none"><li><b>10. The COLLECTION</b></li><li><b>11.</b></li></ul>                |  | <b>Duties related to the CBD &amp; the Nagoya Protocol</b>            |

.

## **PART B. MAA *SENSU STRICTO***

### **CONTRACTUAL CLAUSES – GENERAL CONDITIONS**

#### **TERMS AND CONDITIONS**

- 12. Disclaimer: Limited Warranty, Liability link to “biorisks”, IPR**
- 13.**
- 14. MAA not assignable**
- 15. MAA version in effect**
- 16. Choice of law and court of justice**  
(facultative at int’l level, obligatory at national level)

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## DISTRIBUTION POLICY

- **MTA = General conditions of sales**  
**= Contract**
  - **Definitions**
  - **Provisions**

# DISTRIBUTION POLICY PRINCIPLES

## *ECCO core Material Transfer Agreement for the supply of samples of biological material from the public collection*

### *Scope of agreement*

This Agreement applies to the use, handling, distribution and any disposition of the MATERIAL supplied by the COLLECTION, and addresses the identified key points

- Traceability
- Fair and Equitable Benefit Sharing
- Intellectual Property Rights
- Quality
- Safety and Security

### *Definitions*

- a. **The COLLECTION** – acronym and address of the Collection/BRC supplying the material.
- b. **AGREEMENT**: This document.
- c. **RECIPIENT**: The party to whom the COLLECTION sends the MATERIAL. In case this is not the END-USER, INTERMEDIARY, this INTERMEDIARY agrees (i) to forward to the END-USER the present MTA and the MATERIAL unchanged form and quantity as received from the COLLECTION, and (ii) to use the MATERIAL for the purposes specified in the MTA, and to use further shipping the proper packs, trained shipper, and an authorized agent according to the applicable law and regulations.
- d. **END-USER**: Scientist working with the supplied MATERIAL.
- e. **INTERMEDIARY**: Third party, different from the END-USER, that receives the MATERIAL on behalf of the END-USER, which the COLLECTION addresses. These can be wholesalers, importers, or other type of intermediaries, unrelated to the END-USER institution.
- f. **DEPOSITOR**: Person(s) or entity that provided the COLLECTION with the ORIGINAL MATERIAL.
- g. **MATERIAL**: ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES. The MATERIAL shall include MODIFICATIONS.

- h. **ORIGINAL MATERIAL**: That which was originally supplied to the COLLECTION by the COLLECTION.

This Agreement applies to the use, handling, distribution and any disposition of the MATERIAL supplied by the COLLECTION, and addresses the identified key points

- Traceability
- Fair and Equitable Benefit Sharing
- Intellectual Property Rights
- Quality
- Safety and Security

THE COLLECTION WILL TRANSFER THE MATERIAL UNDER THE TERMS AND CONDITIONS SPECIFIED IN THIS MATERIAL TRANSFER AGREEMENT. THE RECIPIENT – BEING END-USER, INTERMEDIARY OR CULTURE COLLECTION / BRC – ACCEPTS THE TERMS AND CONDITIONS OF THIS MATERIAL TRANSFER AGREEMENT BY PLACING AN ORDER WITH THE COLLECTION.

## European CC Organisation's core MTA

# MTA – MATERIAL TRANSFER AGREEMENT

## GENERAL CONDITIONS OF SALES

### DEFINITIONS

- a. PROVIDER (= COLLECTION in MTA)
- b. RECIPIENT
- c. DEPOSITOR
- d. RESEARCH GROUP
  
- e. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES.
- f. ORIGINAL MATERIAL
- g. PROGENY
- h. UNMODIFIED DERIVATIVES
- i. MODIFICATIONS
  
- j. LEGITIMATE EXCHANGE
- k. COMMERCIAL USE



MTA and MAA Definitions fully compatible

# MTA – MATERIAL TRANSFER AGREEMENT

## GENERAL CONDITIONS OF SALES

### TERMS AND CONDITIONS

1. This MTA applies, ..., to the use, handling, transfer, supply, distribution, sale, and more generally to any disposition of the MATERIAL supplied by the PROVIDER = PURPOSE of the AGREEMENT

{ 2. The PROVIDER supplies  
3. The RECIPIENT orders and accept the MTA } PARTIES TO THE AGREEMENT

{ 4. The RECIPIENT Relevant laws  
5.  
6.  
7.  
8.  
9. } Rights and duties concerning  
- Relevant laws = 4  
- Permitted uses = 5  
- IPR and CBD = 6  
- IPR = 7, 8 & 9



# MTA – MATERIAL TRANSFER AGREEMENT

## GENERAL CONDITIONS OF SALES

**10. The PROVIDER** } Duties and rights

**11. Disclaimer**  
**12.**

**13. MTA not assignable**

**14. MTA version in effect**

**15. Choice of law and court of justice**  
(facultative at int'l level, obligatory at national level)

**16. Conditions of payment**  
(facultative)

# SUMMARY

- **Model MAA**
  - **technical and administrative data**
  - **legal provisions**
  
- **Model MTA**
  - **legal provisions**

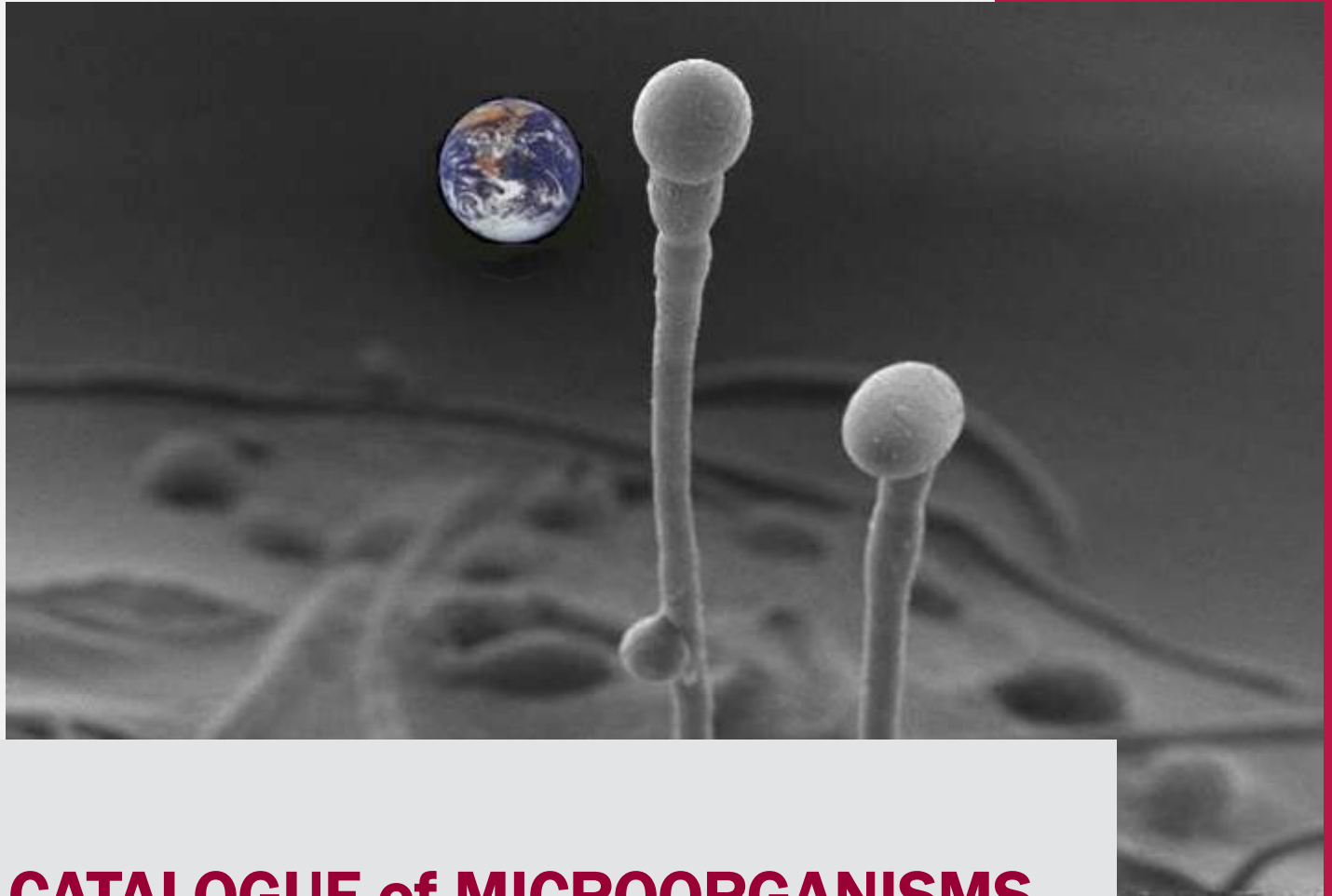
**Check compatibility with host institutions regulations**

**Check compatibility with national laws**

**Use as model**

**Check and update when necessary (e.g. Nagoya Protocol evolution)**

**THANK YOU**



**WDCM  
GLOBAL CATALOGUE of MICROORGANISMS**