

Polar and Alpine Microbial Collection, KOPRI MATERIAL TRANSFER AGREEMENT (FOR ORDER)

DEFINITIONS

AGREEMENT: this Material Transfer Agreement (MTA)

PAMC: Polar and Alpine Microbial Collection, KOPRI, 26 Songdomirae-ro, Yeonsu-gu, Incheon 406-840, Republic of Korea

COMMERCIAL PURPOSES: the use of the MATERIAL for the purpose of profit

DEPOSITOR: person(s) or institution who provided PAMC with the ORIGINAL MATERIAL

LEGITIMATE EXCHANGE: the transfer of the MATERIAL, within the same Company or Institution or Research Group. This also includes the transfer of MATERIALS between named culture collections for accession purposes

MATERIAL: ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES. The MATERIAL shall not include MODIFICATIONS

MODIFICATIONS: Substances created by RECIPIENT by using the MATERIAL which are not the ORIGINAL MATERIAL, PROGENY, or UNMODIFIED DERIVATIVES and which have new properties. MODIFICATIONS include, but are not limited to, recombinant DNA clones

ORIGINAL MATERIAL: that which was originally supplied to PAMC by the depositor, or subsequently as a result of a re-accession of the same strain

PROGENY: unmodified descendant (e.g. subculture or replicate) from the MATERIAL

PROVIDER: PAMC

RECIPIENT: the organization purchasing and receiving PAMC material pursuant to this AGREEMENT

UNMODIFIED DERIVATIVES: Replicates or substances created by RECIPIENT which constitute an unmodified functional subunit or product expressed by the MATERIAL, such as, but not limited to, purified or fractionated subsets of the material, including expressed proteins or extracted or amplified DNA/RNA

TERMS AND CONDITIONS

1. This Material Transfer Agreement (MTA) applies, among other things, to the use, handling, supply, distribution, sale, and any disposition of the MATERIAL supplied by PROVIDER.
2. PROVIDER is willing to transfer the MATERIAL to RECIPIENT and to grant RECIPIENT a limited non-exclusive license to use the MATERIAL under the terms and conditions specified in this AGREEMENT.
3. RECIPIENT agrees that all information provided to PROVIDER in connection with any order for MATERIAL is accurate and complete, and otherwise complying with applicable laws and regulations.
4. RECIPIENT agrees to comply with all restrictions on export from the Korea and re-export from other countries set forth in the export licenses and any other permit or authorization required by law for the MATERIAL supplied.
5. RECIPIENT shall not sell, lease, license, lend, supply, distribute or otherwise transfer the MATERIAL to any others, save those involved in LEGITIMATE EXCHANGES.
6. RECIPIENT agrees that any handling or other activity undertaken in their laboratory with the MATERIAL will be conducted under their responsibility and in compliance with all applicable laws and regulations.
7. RECIPIENT agrees that MATERIAL designated Risk Group 2 or above (as defined by the national regulations of the country where PROVIDER is located) may cause human disease, and that MODIFICATIONS, or other MATERIAL, not so designated, may cause human disease under certain conditions.
8. RECIPIENT acknowledges that the risks represented by any organisms received from PROVIDER should be assessed on the basis of intended use and the experience of the workers exposed to them, and that under certain circumstances organisms normally considered non-pathogens may cause disease.
9. RECIPIENT therefore assures that within their laboratory (i) access to the MATERIAL will be restricted to personnel capable and qualified to safely handle said MATERIAL and (ii) RECIPIENT shall exercise the necessary care, taking into account the specific characteristics of the MATERIAL, to maintain and use it with appropriate precautions to minimize any risk of harm to persons, property, and the environment, and to safeguard it from theft or misuse.
10. Subject to the terms and conditions of this AGREEMENT and any statutory, regulatory or other restriction imposed by law or any third party interest, RECIPIENT may use the MATERIAL in any lawful manner for non-commercial purposes.
11. Nothing in this AGREEMENT grants RECIPIENT any rights under any patents, propriety, intellectual property, or other rights with respect to the MATERIAL.
12. If RECIPIENT desires to use the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSE(S), it is the responsibility of RECIPIENT, in advance of such use, to negotiate in good faith the terms of any benefit sharing with the stakeholders of the MATERIAL in the compliance with the Convention on Biological Diversity (CBD).
13. RECIPIENT agrees to acknowledge PROVIDER and the Country of Origin as the source of the MATERIAL in any and all publications and patent applications that reference the MATERIAL.
14. PROVIDER will process, package and ship the MATERIAL in accordance with applicable laws and regulations. RECIPIENT is responsible for ensuring that all permits required for RECIPIENT to receive its order are obtained.
15. PROVIDER hereby represents and warrants that the MATERIAL shall be viable and pure (as far as can be determined through PROVIDER's test regimes) upon shipment from PROVIDER, and for a period, from PROVIDER's shipment, of thirty (30) days (the

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- "Warranty Period"). The primary remedy for breach of this warranty is replacement by PROVIDER of the MATERIAL free of charge if lack of viability or purity is reported upon receipt or within the applicable Warranty Period, provided that the claim is justified to PROVIDER's satisfaction. Any expiration date specified on the MATERIAL shipment documentation does not constitute a warranty. RECIPIENT may obtain a credit or full refund if PROVIDER fails to supply a viable replacement of any MATERIAL sold.
16. Disclaimer of warranties. Except as expressly provided in this AGREEMENT, there are no representations or warranties by PROVIDER or its DEPOSITORS with respect to the items, express or implied, including without limitation, any implied warranty of authenticity, typicality, title, safety, merchantability, or fitness for a particular purpose. Neither PROVIDER nor its DEPOSITORS makes any representation or warranty that use of the items will not infringe any patent, copyright, trademark or other proprietary right of third parties nor as to the accuracy or correctness of the data.
 17. PROVIDER may, at its discretion, provide technical assistance and information with respect to the MATERIAL as well as other products and procedures associated with use of the MATERIAL. PROVIDER makes no warranties of any kind, express or implied, with respect to the technical assistance or information provided. It is RECIPIENT's responsibility to assess the technical assistance and information in consideration of the use, selection, application or suitability of the items purchased.
 18. RECIPIENT recognizes the potential hazard of utilizing the MATERIAL, the experimental nature of the MATERIAL and understands that the taking of appropriate precautions to minimize any health risk becomes fully their responsibility upon receipt of the MATERIAL. Neither PROVIDER nor any authorized supplier of PROVIDER's cultures is liable for any damages or injuries resulting from receipt and/or improper, inappropriate, negligent or other wrongful handling or use of the MATERIAL.
 19. Similarly, neither PROVIDER nor any authorized supplier, is liable from any misidentification, misrepresentation, lack of title, safety, purity, variation of properties of the MATERIAL supplied. Neither PROVIDER nor its authorized suppliers will be liable to RECIPIENT or RECIPIENT's institution or any of its employees, representatives, or agents for any loss, claim or demand made by RECIPIENT or RECIPIENT's institution or such persons made against RECIPIENT or RECIPIENT's institution by any other party, due to or arising from the use of the items by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of PROVIDER.
 20. Neither PROVIDER nor any authorized supplier shall have any liability to RECIPIENT or RECIPIENT's institution for any consequential (including lost profits), incidental, indirect, special, economic or punitive damages arising out of, or based upon the transactions contemplated by this AGREEMENT or the subject hereof, even if PROVIDER has been advised of the possibility of such damages.
 21. The exclusive remedy against PROVIDER (including any agent) for any losses or damage of any kind whatsoever, whether in contract, tort or otherwise, shall be, at PROVIDER's discretion, including refund of the fee paid to PROVIDER for such MATERIAL or other item or replacement of the MATERIAL.
 22. Invoices are payable at sixty (60) days from invoice date.
 23. This AGREEMENT shall be construed and enforced in accordance with and governed by the laws of Republic of Korea.

BY SIGNING BELOW, THE DULY AUTHORIZED REPRESENTATIVE OF EACH PARTY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS MATERIAL TRANSFER AGREEMENT, AS EVIDENCED BY THEIR SIGNATURES BELOW.

RECIPIENT

Name: _____ Signature: _____ Date: _____
Organization: _____
Address: _____

PAMC

Name: _____ Signature: _____ Date: _____
Director of PAMC, KOPRI