

## MATERIAL TRANSFER AGREEMENT - MTA

**The Material Transfer Agreement - MTA, legal document in terms of Decree No. 8,772 dated 2016, item III, art. 25 is entered between:**

Universidade Federal Rural do Rio de Janeiro (UFRRJ), a legal entity under public law, registered at CNPJ 29.427.465/0001-05, headquartered at BR 465 km 07, Seropédica, RJ, Brazil, Zip Code 23897-035, herein represented in terms of the decree N° 63.492 dated October 29, 1968 through the ordinance 1401/GR dated November 16, 2017 by Alexandre Fortes, Brazilian, married, professor of the higher magisterium, CPF number 405490890-04, RG 2022318428 SSP/RS, hereinafter referred simply as "PROVIDER"

AND

legal	entity	headquartered	1 a at
herein	represented		by b

hereinafter referred simply as "RECIPIENT".

Considering that the RECIPIENT must comply with the requirements of Brazilian Law n° 13,123 dated May 20, 2015 and Decree n° 8,772 dated May 11, 2016 to access<sup>3</sup> the genetic heritage<sup>4</sup> samples object of this MTA and respective shipment forms for the purpose of establishing research activities<sup>5</sup> and technological development<sup>6</sup>, the RECIPIENT declares to be aware that it should:

- a) Associate with a national Brazilian scientific and technological research Institution to carry out research or technological development of this (these) genetic heritage sample (samples), when it is a foreign legal entity;
- b) Register the research and technological development activity carried out with the samples object of the Shipment Form (s) linked to this MTA or with the associated traditional knowledge<sup>7</sup> in SisGen (sisgen.gov.br), through the associated Brazilian institution
- c) Register the research or technological development prior to the application of any intellectual property right, or the commercialization of the intermediate product, or publication of results, final or partial, in scientific or communication media, or the notification of a finished product or reproductive material developed as a result of the access;
- d) Notify<sup>8</sup> by means of SisGen (sisgen.gov.br), and Distribute Benefits, in case of economic exploitation of finished product or reproductive material developed from the samples object of the Shipment Form (s) linked to this MTA;

<sup>a</sup> Recipient Institution. For Legal Person: Institution Name as registered in the country of origin.

<sup>b</sup> Full name of Legal Representative of Recipient Institution, nationality, and position in the Recipient Institution.



- e) Obtain the prior informed consent of the origin supplier<sup>c</sup> of the traditional local variety or Creole variety, or the locally adapted breed or creole breed for research or technological development if the sample (s) are not used for agricultural activities; and
- f) Obtain the prior informed consent of the origin supplier<sup>d</sup> when it is research or technological development related to Traditional Knowledge Associated to the samples object of the Shipment Form (s) linked to this MTA.

The undersigned parties, above qualified, through their duly constituted representatives, resolve to sign this MTA, and do so by means of the following clauses and conditions:

1. The purpose of this Term is to formalize the shipment<sup>9</sup> (s) of the genetic heritage sample (s) qualified in the Shipment Form (s) that will accompany them, according to the terms of art. 12, IV, Law No. 13,123, dated 2015, and it will integrate the Shipment Form to be registered in the National System of Genetic Resource Management and Associated Traditional Knowledge - SisGen.
2. The RECIPIENT acknowledges that he/she is not the supplier of the genetic heritage samples that are the object matter of this MTA.
3. In the case of samples' shipment of traditional local variety or Creole variety, or locally adapted breed or Creole breed, the PROVIDER shall forward a copy of this MTA and the respective Shipment Form (s) to the original supplier, when identified.
4. The RECIPIENT agrees with the conditions of use of samples, as defined by the PROVIDER in the items 6 and 7 of the Shipment Form (s) linked to this MTA.
5. The RECIPIENT acknowledges that noncompliance with the provisions of this MTA may give rise to the application of penalties provided for in the Law 13,123 dated May 2015.
6. This MTA shall be interpreted in accordance with Brazilian laws and, in the event of litigation, the venue jurisdiction shall be that of Brazil, indicated by the PROVIDER, assuming arbitration when agreed between the parties.
7. This MTA will remain valid for \_\_\_\_\_ months, renewable.

By agreeing to all of the above terms, the RECIPIENT and PROVIDER representatives sign this MTA in at least 2 (two) ways of equal content and form, for a single legal effect.

#### **Provider information and signature**

Legal Representative of UFRRJ: Alexandre Fortes

Position in the Institution: UFRRJ Dean of Research and Postgraduation

Rio de Janeiro, \_\_\_\_/\_\_\_\_/\_\_\_\_<sup>e</sup>

<sup>c</sup> indigenous population, traditional community or traditional farmer who holds and provides the genetic heritage.

<sup>d</sup> indigenous population, traditional community or traditional farmer who holds and provides associated traditional knowledge.

<sup>e</sup> Month/Day/Year



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Alexandre Fortes  
CPF 405490890-04

**Recipient information and signature:**

Legal Representative: \_\_\_\_\_<sup>f</sup>

Position in the Institution: \_\_\_\_\_<sup>g</sup>

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Recipient Legal Representative

Original (PROVIDER)  
Copy (RECIPIENT)

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<sup>f</sup> Full name of legal representative

<sup>g</sup> Legal representative's position in the recipient Institution

## APPENDIX I

### MTA GLOSSARY

- 1- **Legal entity**: consists of a group of people or goods, endowed legal own personality and legally constituted.
- 2- **Natural person**: any person capable of acquiring civil rights and duties.
- 3- **Access to the genetic heritage**: research or technological development carried out on genetic heritage samples.
- 4- **Genetic heritage** - genetic information from plants, animals, and microbial species, or any other species, including substances originating from the metabolism of these living organisms.
- 5- **Research** - experimental or theoretical activity carried out on genetic heritage or associated traditional knowledge with the objective of building new knowledge by means of a systematic process that creates and tests hypothesis, describes and interprets fundamentals of observed phenomena and facts.
- 6- **Technological development** - systematic work on genetic heritage or associated traditional knowledge based on existing procedures resulting from research or from practical experience carried out with the objectives of developing new materials, products or devices, or improving or developing new processes, for economic exploitation.
- 7- **Associated Traditional Knowledge** - information or practice of indigenous population, traditional community, or traditional farmers about the properties, or the direct or indirect uses associated with genetic heritage.
- 8- **Product notification** - declaration document required prior to economic exploitation of a finished product or reproductive material originating from access to genetic heritage or to associated traditional knowledge in which the user declares compliance with the requirements of this Act and indicates the modality of benefit-sharing, when applicable, to be established in the benefit-sharing agreement.
- 9- **Shipment** - transfer of a sample of genetic heritage, intended for access, to an institution located abroad, in which responsibility for the sample is transferred to the recipient institution.



## APPENDIX II

### SHIPMENT FORM

Shipment Form Number \_\_\_ of the Material Transfer Agreement- MTA entered between Universidade Federal Rural do Rio de Janeiro and \_\_\_\_\_<sup>h</sup> in \_\_\_/\_\_\_/\_\_\_\_\_<sup>i</sup> valid until \_\_\_/\_\_\_/\_\_\_\_\_<sup>j</sup>.

1. Identification of the genetic heritage samples at the strictest possible taxonomic level:

2. Origin of samples to be provided, informing the city of the *in situ* obtaining, even when obtained from *ex situ* sources:

[Or]

2. Identification of the genetic heritage *ex situ* source, with the data of the deposit record, when it comes from a biological collection as determined by Decree 8,776 dated 2016, article 22 in the first paragraph:

3. Information about the samples and the storage conditions:

4. The number of containers, volume or weight:

5. Is it a traditional local variety, a Creole variety, a locally adapted breed, or a Creole breed?

( ) Yes.

( ) No.

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<sup>h</sup> Recipient

<sup>i</sup> Month/Day/Year

6. The RECIPIENT declares that he/she will use the samples of genetic heritage received for:

GOALS	INTENDED USE AND APPLICATION FIELD
<input type="checkbox"/> Research	Intended uses:
	Project application field / Research activity:
<input type="checkbox"/> Technological development	Intended uses:
	Project application field / Technological development activity:
<input type="checkbox"/> Deposit in <i>ex situ</i> collection	
<input type="checkbox"/> Return of Brazilian genetic heritage received from a foreign institution sponsor of <i>ex situ</i> collection	

6.1. The RECIPIENT must inform CGen (cgen@mma.gov.br) about any change in the information indicated in item 6.

[OR]

6.1. The genetic heritage samples that are object of this Shipping Form must be used exclusively for the purposes, intended use and application field indicated in item 6.

[OR]

6.1. The RECIPIENT depends on the authorization of the PROVIDER for any change in the goals, intended use and application sector indicated in item 6.

7. The transfer of genetic heritage sample (s) object of this Shipment Form to third parties is forbidden.

[OR]

7. The genetic heritage sample (s) object of this Shipment Form can be passed on to third parties.

7.1. For the transfer of this genetic heritage, the RECIPIENT will require the subsequent recipient to sign a new MTA containing all the clauses - of this TTM, including the Shipping Form identifying the samples, according to this model approved by the CGen.



7.2. The RECIPIENT must send to CGen ([cgen@mma.gov.br](mailto:cgen@mma.gov.br)) the new MTA signed with the subsequent recipient in case of genetic heritage transfer of samples object of this MTA, accompanied by the respective Shipment Form(s).

7.3. The provisions of items 7.1. and 7.2 applies to all subsequent onlendings.



**In case of intended genetic heritage use for research or technological development  
(Item 6)**

**ADDITIONAL CLAUSES**

**This appendix with additional clauses is entered between:**

\_\_\_\_\_ <sup>j</sup> the provider scientist and  
\_\_\_\_\_ <sup>k</sup> the recipient  
scientist

1.1. The Material shall be used by the recipient scientist solely to perform the research study as defined below (“Research”):

\_\_\_\_\_ <sup>l</sup>  
1.2. The Material and Derivatives shall not be used for any commercial purposes whatsoever by the recipient. No other right or license is granted or implied hereby. Should the recipient intend to extend the scope of the Research as defined above, Recipient shall inform in writing UFRRJ for prior approval.

1.3. Recipient further agrees not to use, or offer to use, the Material or Derivatives for research collaboration or research services of any kind to any third party without UFRRJ’s prior written authorization. Recipient shall promptly inform UFRRJ of any request or offer from any third party to have the Material or Derivatives.

**2. Intellectual Property**

2.1. The Material and Derivatives, if any, and all intellectual property rights related to it to, are and shall remain the sole UFRRJ property.

2.2. Subject to article 2.1, if the Research results, for the recipient, in a product development or process, through the use of the material or incorporating it, intellectual property rights related to inventions or discoveries, whether or not patentable, the use of this material for this purpose shall be determined according to applicable patent laws, taking into account the role and contribution of Recipient and UFRRJ in the development of the invention or discovery and any applicable laws and regulations relating to ownership or inventorship.

2.3 Recipient shall promptly inform UFRRJ, through the provider scientist, any invention or discovery (whether or not patentable) made in connection with the use of the material prior to any patent filing.

**3. Results and publications**

3.1. The Recipient agrees to disclose in detail to UFRRJ all scientific information and data made in the performance of the research with the material (“Results”). Preliminary and/or partial results as well as complete sets of results will be disclosed to UFRRJ independent to any publication. The Results obtained by the recipient with the material shall be communicated in detail to the provider scientist.

<sup>j</sup> Full name of scientist that will provide the material

<sup>k</sup> Full name of scientist that will receive the material

<sup>l</sup> Project title



3.2. Recipient shall not reveal, orally, electronically or in prints, any information that includes material, results or other information produced and provided by UFRRJ without first obtaining UFRRJ's prior written consent. Recipient shall provide a copy of the manuscript to UFRRJ at least thirty (30) days prior to submission for publication, in order to allow UFRRJ an opportunity to protect its own confidential information.

3.3. The Recipient and the Recipient scientist agree to acknowledge UFRRJ as the source of the Material in any publication resulting from the use of the Material. Authorship of publications resulted from the Recipient and the Recipient scientist use of the Material will be based on contributions to the publication and in accordance with academic standards and custom.

#### **4. Waivers and Representations**

4.1. The Material is of an experimental nature, may not be safe and may have unknown characteristics. UFRRJ has no liability and provides no warranties, expressed or implied, regarding the Material or its derivatives, including, warranties of merchantability and appropriateness for a particular purpose. UFRRJ refuses to give expressed or implied warranties that the Material, or its derivatives, if any, do not infringe patents or other proprietary rights, or third parties, or research results that are object of intellectual property protection.

4.2. The Recipient assumes all liability for damages that may arise from the use, storage, or disposal of the Material or Derivatives, if any. UFRRJ will not be responsible for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the same. The Recipient agrees to indemnify, hold harmless and defend UFRRJ against any claims, costs or other liabilities, which may arise as a result of Recipient's use, storage or disposal of the Material or Derivatives.

4.3. MATERIAL SHALL NOT BE USED IN HUMANS, clinical trials, for animal food, or for diagnostic purposes involving human subjects.

4.4. Recipient and Recipient scientist agree to use Material in compliance with all laws, Brazilian regulations, and guidelines that may be applicable to the Material

4.5 UFRRJ provides the Material at no cost for the Recipient. Provider scientist should be responsible for collecting the material and all costs and authorizations related to the material remittal shall be agreed between "provider scientist" and "recipient scientist".

#### **5. Termination, Applicable Law and Dispute Resolution**

5.1. UFRRJ shall have the right to terminate this Agreement at any time if Recipient breaches any of the terms, covenants or conditions of this Agreement.

5.2. Upon termination of this Agreement, Recipient shall immediately return to UFRRJ or destroy any remaining material and derivatives, if any. A certificate of destruction shall be sent to UFRRJ, by the provider scientist, duly signed by the recipient's legal representative. Any confidential information must also be returned or destroyed, except one archival copy.

5.3. This Agreement shall be governed and construed in accordance with Brazilian laws without reference to its conflicts of law provisions. The Parties shall attempt in good faith to settle any disputes relating to this Agreement, its interpretation or enforceability.

5.4. Clauses 2 to 4, 5.2, 5.3 and 5.4 shall survive the termination or expiration of this Agreement.



\_\_\_\_\_, \_\_\_\_/\_\_\_\_/\_\_\_\_<sup>m</sup>  
Local

Provider Scientist: \_\_\_\_\_

Title: \_\_\_\_\_<sup>n</sup>

E-mail: \_\_\_\_\_<sup>o</sup>

\_\_\_\_\_  
Provider Scientist

Recipient Scientist: \_\_\_\_\_

Title: \_\_\_\_\_<sup>p</sup>

E-mail: \_\_\_\_\_<sup>q</sup>

\_\_\_\_\_  
Recipient Scientist

\_\_\_\_\_  
UFRRJ Legal Representative

\_\_\_\_\_  
Recipient Legal Representative

\_\_\_\_\_  
<sup>m</sup> Month/Day/Year

<sup>n</sup> Title of provider scientist

<sup>o</sup> Email of provider scientist

<sup>p</sup> Title of recipient scientist

<sup>q</sup> Email of recipient scientist