



# UNIVERSITY OF CHEMICAL TECHNOLOGY AND METALLURGY

## NATIONAL BANK FOR INDUSTRIAL MICROORGANISMS AND CELL CULTURES



### MICROBIOLOGICAL MATERIAL TRANSFER AGREEMENT

1. National Bank for Industrial Microorganisms and Cell Cultures (NBIMCC) agrees to provide to the RECIPIENT, according to his request, microbiological samples from the collection of the NBIMCC or from foreign collections, called briefly below as MATERIAL, in state of anabiosis (in ampoules or cryotubes) or as active growing culture (in slants or petri plates), as well as necessary information for their revitalization and cultivation in laboratory conditions.

2. NBIMCC supplies the MATERIAL to the RECIPIENT under the conditions specified in this AGREEMENT. RECIPIENT accepts the agreement conditions by submitting a request for microbiological samples in the NBIMCC.

3. NBIMCC guarantees that under its quality system the MATERIAL is viable and pure in providing from NBIMCC. Any complaint against the warranty will have to be proved to the NBIMCC satisfaction.

4. NBIMCC obliges to grant an additional specimen of the provided MATERIAL, in case of the first one come out to be contaminated or unviable, but not later than 30 days after the request performance.

5. Except the expressly pointed out warranties in this AGREEMENT and in the frame of quality systems of the collection, any indirect warranties concerning authenticity, typicality, safety, suitability for practical purposes of the MATERIAL, or for the accuracy and authenticity of the data, do not provide by the NBIMCC, manifestly or circumstantially.

6. RECIPIENT agrees that any handling or other activity undertaken in their laboratory with the MATERIAL, must be done in compliance with all applicable laws and regulations, as well as will be conducted under their responsibility for any undesirable effect on people, animals and plants.

7. RECIPIENT therefore guarantees that within their laboratory:

- 1.) It is clear about the rules for manipulation and characteristics of the obtained samples;
- 2.) The access to the MATERIAL will be restricted to personnel capable and qualified to handle safely with the MATERIAL;
- 3.) 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.
- 4.) All contaminated media and materials, used in the work with the strain or unused lyophilized specimen, will be decontaminated by approved procedures for safe handling of the RECIPIENT.

8. RECIPIENT has not rights to sell, give to third person, distribute or propagate for distribution, lend, or otherwise transfer the MATERIAL to any others, except those RECIPIENT involved in legitimate exchanges.

9. Subject of the terms and conditions of this AGREEMENT and any statutory, regulatory or other restrictions imposed by law or any third party interest, RECIPIENT may use the material in any lawful manner for fundamental research, education, quality control or other non-commercial purposes.

10. Nothing in this AGREEMENT grants RECIPIENT any rights under any patents, intellectual propriety, or other rights with respect to the MATERIAL.

11. If the RECIPIENT desires to use the MATERIAL for commercial purposes, it is the responsibility of the RECIPIENT, in advance of such use, in case the country of origin of the MATERIAL is country signed the Convention on Biological Diversity, to negotiate in good faith in terms of shared benefits at least with appropriate authority in the country of the origin of the MATERIAL, as indicated by the NBIMCC's documentation.

12. RECIPIENT agrees to announce in suitable way the country of the origin of the MATERIAL in any publications, relating to it in accordance with the Convention on Biological Diversity, and is obliged in his works to quote its NBIMCC number.