

Bernhard-Nocht-Institute for Tropical Medicine
European Virus Archive

MATERIAL TRANSFER AGREEMENT
FOR THE DISTRIBUTION OF BIOLOGICAL MATERIAL
to non-profit recipients

This agreement is closed between

RECIPIENT

Organisation: The University of Texas Medical Branch
Street: 301 University Blvd.
ZIP-Code, City: Galveston, Texas 77755
Country: USA

and the

PROVIDER

Organisation: Bernhard-Nocht-Institute for Tropical Medicine
Street: Bernhard-Nocht-Str. 74
Post -Code, City: 20359 Hamburg
Country: Germany

Terms and Conditions of this Agreement

I. Definitions:

1. PROVIDER:

Organisation(s) providing the ORIGINAL MATERIAL. The names and addresses of these parties are specified on the first page of the MTA.

2. RECIPIENT:

Organisation receiving the ORIGINAL MATERIAL. The name and address of this party is specified on the first page of the MTA.

3. RECIPIENT SCIENTIST:

The name and address of this party is specified on the first page of the MTA.

4. ORIGINAL MATERIAL:

The description of the material being transferred will be specified at the end of the MTA.

5. MATERIAL:

ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

6. PROGENY:

Unmodified descendant from the MATERIAL, such as microorganism from microorganism and/or recombinant DNA from recombinant DNA.

7. UNMODIFIED DERIVATIVES:

Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Examples include: cloned/subcloned Original MATERIAL, purified or fractionated subsets of the ORIGINAL MATERIAL, and proteins expressed from DNA/RNA supplied by the PROVIDER.

8. MODIFICATIONS:

Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

II. General Terms and Conditions:

1. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
2. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT 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 MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or wilful misconduct of the PROVIDER.

3. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including guidelines such as, for example, those relating to biosafety and research involving the use of animals, recombinant DNA, or dual-use items.
4. The MATERIAL is provided at no cost.
5. The RECIPIENT may transfer MATERIAL to third parties. Any third party to whom MATERIAL will be transferred shall adhere to the terms and conditions of Article III of this agreement.

III. Convention on Biological Diversity:

1. The MATERIAL is considered a genetic resource within the meaning of the Convention on Biological Diversity (CBD). Therefore, PROVIDER and RECIPIENT wish to comply with the terms of the CBD, in particular its regulations on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits as laid out in the Nagoya Protocol. TGK Initial
2. The country of origin of the MATERIAL is Guinea. This Agreement attempts to comply with Article 15 of the CBD, which recognizes the sovereign rights of States over their natural resources. The CBD requires users of genetic resources to share benefits accruing from their use with the country of origin. In the case of subsequent exploitation, suitable and adequate sharing of income must be negotiated by the RECIPIENT with the country concerned. TGK Initial
3. Therefore, in the event of discovery of a potential commercial use for a product or process, or generation of Intellectual Property, which derives from or covers the MATERIAL or MODIFICATIONS, the RECIPIENT shall notify the PROVIDER and the Country of Origin of said discovery. The activity related to said potential use or Intellectual Property shall be suspended. In respect of the circumstances, a new contract containing the relevant legal provisions shall be executed between the RECIPIENT, the PROVIDER, and the Country of Origin. TGK Initial

ORIGINAL MATERIAL

One vial of prototype Guinea isolate of Ebola Zaire virus to be propagated and deposited in the World Reference Collection of Emerging Viruses and Arboviruses.

This MTA is effective when signed by all parties. The parties executing MATERIAL TRANSFER AGREEMENT FOR THE DISTRIBUTION OF BIOLOGICAL MATERIAL certify that their respective organizations have accepted and signed the terms and regulations of the MTA, and further agree to be bound by the terms, for the transfer specified above.

Please fill in all of the blank lines below and sign:

RECIPIENT ORGANIZATION

Name and Title: Carolee King, JD
Senior VP & General Counsel

Organisation: The University of Texas Medical Branch

Street: 301 University Blvd.

ZIP-Code, City: Galveston, Texas 77755

Country: USA

Signature

Date


2/13/15

RECIPIENT SCIENTIST

Name and Title: Dr. Thomas Ksiazek

Digitally signed by T G Ksiazek
DN: cn=T G Ksiazek, o=Galveston National
Laboratory, UTMB, ou=GNL,
email=tgksiaze@utmb.edu, c=US
Date: 2015.02.12 15:40:37 -06'00'

Signature

Date

12FEB2015

Content reviewed



PROVIDER (Organisation providing the ORIGINAL MATERIAL)

Name and Title: Udo Gawenda Business Managing Director

Organisation: Bernhard-Nocht-Institute for Tropical Medicine

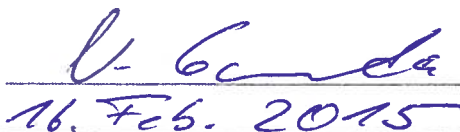
Street: Bernhard-Nocht-Str. 74

Post -Code, City: 20359 Hamburg

Country: Germany

Signature

Date


16. Feb. 2015