

African Food Tradition rEvisited by Research
FP7 n°245025

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Deliverable number : **D 1.2.1.4**

Title of deliverable: **Database system for collected samples**

Deliverable type (Report, Prototype, Demonstration, Other): **Other**

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Organisation name of lead contractor for this deliverable: CIRAD

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This document has been send to:

The coordinator by WP Leader	Date: September 2011
To the Commission by the Coordinator	Date: October 2011

* PU: Public; PP: Restricted to other programme participants (including the Commission Services); RE: Restricted to a group specified by the consortium (including the Commission Services); CO: Confidential, only for members of the consortium (including the Commission Services)

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**Establishment of a system of formalization and traceability of material transfer
between the AFTER project partners**

A system of formalization and traceability of biological material transfer between the AFTER project partner was implemented. This system includes:

- **The signature of a Material Transfer Agreement (MTA) [Annex 1]** that governs the transfer of biological material between two AFTER project partners by setting out the terms and conditions under which the Provider agrees to supply Material to the Recipient;
- **The establishment of a database system [Annex 2]** for the registration and follow up of the MTA signed and the biological material transferred between the AFTER project partners.

In accordance with the Convention on Biological Diversity (UNEP/CBD/COP/10/L.43/Rev 1, 29 October 2010, p. 1-25), such a system aims to protect the sovereign rights of States over their natural resources and to ensure the fair and equitable sharing of the benefits arising from the utilization of biological resources as well as subsequent applications and commercialization. It is therefore an essential part of an ethical approach of the AFTER project and necessary to build trust and confidence among the project partners for material transfer.

The biological material includes food samples (cereal fermented products, meat and fish products, functional products) and microorganisms (bacteria and yeasts). Each sample has its own nomenclature defined in the “sampling strategy”.

The AFTER project coordination will receive and keep a copy of all the signed MTAs, and will be in charge of their registration in the database system.

Annex 1: Material transfer Agreement



African food tradition revisited by research

Project coordinator : Cirad
www.after-fp7.eu



Material Transfer Agreement (MTA)

This agreement (hereinafter referred to as "MTA") is entered into by and between:

- (i) XXXX , Address, represented by XXXXX, Position (hereinafter referred to as “**Provider**”).

AND

- (ii) XXXX , Address, represented by XXXXX, Position (hereinafter referred to as “**Beneficiary**”).

Hereinafter, jointly or individually, referred to as “**Parties**” or ”Party”

Section 1 – Purpose of the MTA

This MTA aims to set out the terms and conditions under which the **Provider** agrees to supply the **Beneficiary**, free of charge and on a non exclusive basis, with the Biological Material defined in Section 2 hereunder,

Section 2 - Description of Material

The list of the Biological Material (hereinafter referred to as « **Material** ») covered by this MTA and related documentation and information (hereinafter referred to as “**Technical Information**”) are set forth in the annex attached hereto.

Section 3 - Status of the Material

The *Material* comes from biological resource collections held by the *Provider*.

It remains under sovereignty of the *Provider* or of the entity [name, complete address and country] represented by the *Provider*.

Optional:

The *Material* has been previously transferred to the *Provider* by [name of the previous *Provider*, complete address and country] in the framework of an agreement (hereinafter referred to as “*Initial MTA*”). The *Provider* disposes of the *Material* in the limit of the provisions of the *Initial MTA*.

Section 4 - Authorized utilization of the Material

The *Material* and *Technical Information* are supplied by the *Provider* to the *Beneficiary* with the aim to implement scientific prospects and researches on [to be completed], under responsibility of [Dr. XXXX] in the laboratory mentioned in Section 11 and in the frame of the FP7 Project entitled AFTER: African Food Tradition Revisited by Research (hereafter the “*Partnership Project*”).

Section 5 - Obligation of the Beneficiary

The *Beneficiary* will make sure to handle the *Material* in compliance with all national and international laws, regulations and guidelines, which may be applicable at the time of use.

The *Beneficiary* will make sure that the *Material* is only handled by those with sufficient skill, knowledge, experience and ability applicable to the *Material*. The *Provider* and its employees cannot be liable for any loss, damage, claim or any other liability which may arise from the use of the *Material*, or the nature of this *MTA*, howsoever caused

During the whole duration of the *Partnership Project* and 5 years after its termination, the *Beneficiary* commits to supply the *Provider* with any following results or information obtained or collected after evaluation or utilization of the *Material* and *Technical Information*:

Section 6 - Publications

No results of any kind, not any information on the *Material* and *Technical Information* or arising from studies can be published by the *Beneficiary* without the express written agreement of the *Provider*.

The *Beneficiary* will notify in written the *Provider* of any project of publication/communication.

The *Provider* will decide whether they accept or refuse the publication within a period of 2 months from the receipt of the notification. In case of acceptance, the *Provider* will be co-author of such

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publication. The *Beneficiary* will supply the *Provider* with a copy of the final publication

Section 7 - Intellectual Property Rights

The *Provider* is pleased to supply a sample of the *Material* and the set of *Technical Information* described in Section 2, under the following conditions:

- (i) *Material* and *Technical Information* are used for strictly non-commercial purposes and will not be used by the *Beneficiary* for, nor supplied to any other parties for commercial purposes, even if those purposes are being pursued in the same laboratory.
- (ii) The *Material* and *Technical Information* are made available for the purpose of the work performed in the *Partnership Project* and will not be used for any other purpose without the express, written consent of the *Provider*.
- (iii) In the event that the *Beneficiary* makes or observes any new discovery, improvement or invention (hereafter "*Invention*") relating to the *Material* or *Technical Information*, whether patentable or not, the *Beneficiary* will act to ensure that the protection of any rights to the *Invention* is not destroyed nor endangered by way of disclosure or any other route and shall bring this to the immediate attention of the *Provider*. The *Beneficiary* will not make any patent or secure other property rights without the express agreement of the *Provider*. A further agreement will be sought to specify the share of any benefits from the exploitation of *Invention* between the *Beneficiary* and the *Provider*. The *Provider* will, at all times, retain the right to use any such an *Invention* for non-commercial research purposes only.
- (iv) At any time requested by the *Provider* or in the event that the *Beneficiary* fails to comply with the conditions and provisions of this MTA, the *Beneficiary* shall immediately return the *Material* and *Technical Information* to the *Provider* and destroy any copies of the *Material* and *Technical Information* which may have been made in the course of the Work.

Section 8 – Confidentiality

The *Beneficiary* shall not disclose the *Material* or *Technical Information* and accompanying know-how, information or data to any third party without the express written permission of the *Provider* either during or after the end of this MTA.

Section 9 – Guarantee, exclusion of warranty and liability

The *Material* is experimental in nature and is provided without any warranty or guarantee with respect to its performance or fitness for any particular purpose or to the completeness and accuracy of any information related to the *Material* or *Technical Information* supplied by the *Provider* or any other source.

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The **Provider** makes no representation and provides no warranty that the use of the **Material** will not infringe any other patent, copyright or any other proprietary right.

The **Provider** shall not be liable for any direct, indirect, consequential or other damages suffered by **Beneficiary** or any third parties resulting from the possession or the use of the **Material** pursuant to this MTA.

Section 10 - Duration and Termination

This **MTA** shall be effective from the date of signature for an unlimited period of time. However, both the **Provider** and the **Beneficiary** shall have the right to terminate this **MTA** anytime upon 30 days advance written notice to the other **Party**. Upon termination or expiration of this **MTA**, the **Beneficiary** shall immediately cease use and dispose of the **Material** in accordance to the **Provider's** written instructions.

Section 11 - Contact Persons

The contact persons are:

For the Provider :

Dr. XXX

Adress.

Tel:

Fax:

email:

and

For the Beneficiary:

Dr. XXX

Adress.

Tel:

Fax:

email:

Section 12 – Information towards the Partnership Project

The *Parties* commit to send a copy of the signed **MTA** to the **Partnership Project's** coordinator, i.e. to:

Dr. Dominique Pallet
CIRAD – UMR Qualisud
TA B-95 / 16 Avenue Agropolis
34398 Montpellier Cedex 5
France
Tel: +33 4 67 61 58 81
email: dominique.pallet@cirad.fr

The *Parties* agree to give mandate to *Partnership Project's* coordinator to post a copy of this **MTA** on the restricted section of the *Partnership Project's* web site.

Section 13 - Miscellaneous

This **MTA**, performance hereunder, and any related dispute, controversy or claim shall be governed by and construed in accordance with the laws of [Country; France if a MTA is signed with CIRAD as Party].

Any dispute under this MTA which cannot be resolved amicably shall be decided exclusively by the competent courts of [Country France if a MTA is signed with CIRAD as Party].

Prior to initiating litigation, the parties shall however make a good faith attempt to resolve their dispute via mediation and commit to attending at least one mediation session, provided, however, that either party reserves the right to initiate court proceedings at any time.

Done in XXXX in 2 original copies

Agreed to:

For the <i>Provider</i> XXXX Date : XXXX	For the <i>Beneficiary</i> XXXX Date :
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Annex 2: Database system

Database system for the registration and follow up of the transfer of material between the AFTER project partners

Database maintained and updated by the project coordinator (D. Pallet)

MTA number assigned by CIRAD	Material description	Provider			Recipient			Date of MTA signature	List of documents relating to the material transferred (technical information)
		Country	Partner	Contact name and data*	Country	Partner	Contact name and data*		
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

* Email, address, Tel., Fax