ANNEX I

MATERIAL TRANSFER AGREEMENT – MTA, to be used when shipping genetic heritage samples for non-commercial research purposes

The Material Transfer Agreement (MTA) was established to monitor shipments of genetic heritage existing under *in situ* conditions, within the national territory, on the continental shelf and in the exclusive economic zone, or maintained under *ex situ* conditions, intended for Brazilian or foreign research institutions based on the following principles:

• Acknowledgment that the exchange of genetic heritage between research institutions in the field of biology and related areas, based in Brazil or abroad, is of vital importance to increase knowledge of Brazilian biodiversity;

• The need to ensure compliance with the provisions of the Convention on Biological Diversity, especially national sovereignty over biodiversity, prior informed consent and sharing of benefits arising from the use of genetic heritage.

No. _____/ _____/_____ (for internal control) (year) (acronym of Sending Institution)

Sending Institution:
Address:
Information on the representative of the Institution
Name:
ID (type, number, and issuing agency):
Position of legal representative of the Sending Institution:
Legal document assigning authority to the legal representative: (attach a copy)

Receiving Institution:
Address:
Information on the legal representative of the Institution
Name:
ID (type, number, and issuing agency):
Position of legal representative of the Receiving Institution:
Legal document assigning authority to the legal representative: (attach a copy)

Project/Agreement in question (as appropriate):

The signatory institutions, through their duly established representatives, bearing in mind the provisions of the Convention on Biological Diversity, Provisional Act No. 2,186-16, dated August 23, 2001, Decree No. 3,945, of September 28, 2001, as amended by Decree No. 4,946 of December 31, 2003, and Genetic Heritage Management Council

Resolution No. 20, of June 29, 2006, undertake to use the sample(s) of the genetic heritage components transferred among themselves pursuant to the following conditions:

1. The received material must only be used by the receiving institution for non-commercial scientific research purposes.

2. In cases of any subsequent wish to make use of the samples of the genetic heritage components transferred under this MTA for the purposes of bioprospection, technological development, or the request of a patent, the Receiving Institution shall undertake to so inform the Sending Institution, which shall in turn inform the Genetic Heritage Management Council or an institution accredited under the terms of Article 11(IV)(e) of Provisional Act No. 2,186, dated August 23, 2001.

3.Undertaking the activities mentioned in the previous paragraph without complying with the relevant legal provisions, and in particular without prior authorization from the Genetic Heritage Management Council, is prohibited.

4. Samples of genetic heritage components may not be transferred to third parties by the Receiving Institution unless a new MTA has first been signed between the original Sending Institution and the new Receiving Institution, in accordance with the provisions of Resolution Nº. 20, 2006.

5. Receiving Institutions shall abide by the terms of the MTA and shall not be considered providers with respect to the material received.

6. Any publication resulting from the use or study of shipped samples of genetic heritage components shall expressly acknowledge the origin of the material and credit the Sending Institution, to whom a copy of the publication in question must also be sent.

7. The Receiving Institution will facilitate access and transfer of technology to the Sending Institution or to another institution indicated by this, as a means of promoting the conservation and sustainable use of the genetic heritage transferred.

8. The Sending Institution is wholly responsible for identifying and properly packing the material, and for complying with specific shipment procedures related to biological risk assessment and for the containment of the organism or material transferred, observing all relevant official recommendations, international standards and specific legislation of the Receiving Country.

9. The Receiving Institution commits itself to:

a) not claiming any intellectual property rights over the genetic heritage components or parts thereof transferred under the MTA, without prior access authorization issued by the Genetic Heritage Management Council;

b) informing the Sending Institution, in writing, of any adverse effects observed when handling the genetic heritage components under the MTA.

10. Failure to comply with the procedures set forth in this Agreement shall subject offenders to the penalties established in existing legislation.

11. The competent forum for settling disputes among institutions with respect to this MTA shall be the head office of the original Sending Institution.

12. The commitments related to the material transferred under this Agreement shall remain valid for an indefinite period of time, regardless of whether or not the Agreement has been renewed.

Having agreed with all the above provisions, the representatives of the Receiving Institution and of the Sending Institution hereby sign this Agreement, in three identical copies, each equally authentic, with equal legal effect.

Place and date: _____
Representative of the Receiving Institution: _____
Representative of the Sending Institution: _____

ANNEX II

Model of standard Warning Label to be attached to the outside of the package containing the shipped sample of a Genetic Heritage Component. When appropriate, a label in English, Spanish or French shall also be attached.

ATTENTION! Sample of Brazilian Genetic Heritage CONTAINS BIOLOGICAL MATERIAL OF NO COMMERCIAL VALUE Shipment in accordance with Genetic Heritage Management Council Resolution No. 20, of June 29, 2006 (Provisional Act No. 2186-16/ 2001).

Documents which must accompany this shipment:
Where the Receiving Institution is based abroad, copy of the Authorization granted by the Genetic Heritage Management Council or the institution it has accredited.
In cases where a Special Authorization on Access and Shipment has been issued, a copy of the MTA,
OR
Export Licence issued by IBAMA
Specification of the type and quantity of the sent material

ANNEX III

Model of standard Identification Label to be attached to the outside of the package containing a sample of a Genetic Heritage Component when returning to the sender. When appropriate, a label in English, Spanish or French shall also be attached.

ATTENTION! RETURN of a Sample of Brazilian Genetic Heritage BIOLOGICAL MATERIAL OF NO COMMERCIAL VALUE. In accordance with Article 15 of Genetic Heritage Management Council Resolution No. 20, of June 29, 2006. http://www.mma.gov.br/port/cgen