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## Material Transfer Agreement (MTA)

In response to the RECIPIENT's request for the transfer of a MATERIAL, the KCTC agrees to transfer the MATERIAL to the RECIPIENT, and the RECIPIENT agrees to use the MATERIAL according to the following terms and conditions on the basis of the Convention on Biological Diversity (CBD) and the Nagoya Protocol (NP). The RECIPIENT shall be aware of the sovereign rights of the country of origin of the MATERIAL based on the CBD and the NP.

## Definition

- RECIPIENT: Legal entity or individual who purchases and/or uses the MATERIAL.
- MATERIAL: Original material, progeny and unmodified derivatives. The MATERIAL shall not include modifications.
- 1. The RECIPIENT may use the MATERIAL for both non-commercialization and/or commercialization purposes based on Article 1 in MDA.

  Please, mark the detailed purpose.

☐ Only NON-COMMERCIAL USE; select one for ☐ reference strains ☐ academic
researches
☐ No specific condition for utilization
☐ COMMERCIAL USE requiring prior notification to the DEPOSITOR
☐ COMMERCIAL USE requiring the agreement for the COMMERCIAL USE from the
DEPOSITOR

(피분양자는 자원을 MDA article 1 에 근거해서 비상업적 또는 상업적 목적으로 사용할 수 있다. 따라서 사용 목적에 해당하는 것을 명시하면 된다.) 2. The RECIPIENT shall assume full responsibility for complying with all the laws, regulations and guidelines applicable to the MATERIAL.

(피분양자는 자원에 적용되는 모든 법, 규정 및 지침에 대해서 준수해야 할 모든 책임을 가진다.)

3. The RECIPIENT shall not transfer the MATERIAL and its genetic resources to any third party without a prior written permission of the KCTC.

(피분양자는 KCTC 의 사전 승인 없이 자원 및 그 유전자원을 제 3 자에게 이전할 수 없다.)

4. The RECIPIENT shall take full responsibility for the receipt, handling, storage, disposal, transfer and use of the MATERIAL and not claim any liability against the KCTC.

(피분양자는 자원의 접수, 처리, 저장, 처리, 전송 및 사용에 대한 모든 책임을 지며 KCTC 에 대해서는 어떠한 책임을 요구할 수 없다.)

5. The RECIPIENT shall not claim ownership over the MATERIAL received, nor seek intellectual property rights over them or related information.

(피분양자는 분양 받은 자원에 대한 그 어떠한 지식재산권 및 정보수집권도 주장할 수 없다.)

6. The RECIPIENT shall acknowledge the KCTC and the sampling locality of the MATERIAL when publishing results obtained on the basis of the MATERIAL. The RECIPIENT shall mention the KCTC, the material reference number and the country of origin in publication presenting scientific results and related information obtained from the use of the MATERIAL.

(피분양자는 자원을 기반으로 얻어진 공개적인 결과물(논문)에 KCTC 와 자원의 채취 지역을 명시해야 한다. 피분양자는 자원으로부터 얻어진 관련 정보 및 과학적 결과물(논문)에 자원의 KCTC 번호와 원산지를 언급해야 한다.)

7. If the RECIPIENT wishes to utilize MATERIAL commercially, the RECIPIENT shall first inform the KCTC. The KCTC shall have no obligation or liability in connection with any dispute arising from the RECIPIENT's commercial use of MATERIAL.

(만약 피분양자가 분양 받은 자원을 상업적인 목적으로 이용하고자 할 경우 먼저 KCTC에 통보하여야한다. 피분양자가 자원을 상업적으로 이용하여 분쟁이 발생할 경우에 KCTC는 어떠한 의무나 책임을 지지 않는다.)

8. If there is any defect in the MATERIAL transferred from KCTC, KCTC shall re-transfer another stock of the same MATERIAL to the RECIPIENT to replace the defective one within

sixty days of the RECIPIENT's receipt of the MATERIAL.

(만약 KCTC 에서 분양해 준 자원에 결함이 있을 경우 KCTC 는 피분양자에게 60 일 이내에 같은 자원을 다시 제공해야 한다.)

I agree to use MATERIAL complying with the above terms and conditions requested by the KCTC.

KCTC-I-01 KCTC