



# Northeastern University Ocean Genome Legacy Center

430 Nahant Rd, Nahant, MA, USA 01908 | 617-373-3130 | [oglinfo@northeastern.edu](mailto:oglinfo@northeastern.edu) | [ogl.northeastern.edu](http://ogl.northeastern.edu)

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## Checklist for Depositing Samples

Forms, datasheets, and images can be submitted via email or shipped with samples.

- Deposit from Northeastern University Researcher**
- OGI-Provided Excel Data Spreadsheet**
- Materials Transfer Agreement (MTA)**
- Deposit Form (Annex 1)**
  - Include any special instructions, conditions, or requests.
- Images** (if available)
- Image Deposit Form** (if applicable)
- Copy of collection/import/export **permit(s)**
  - Collecting Permit
  - Mutually Agreed Terms (MAT)
  - Prior Informed Consent (PIC)
  - Export Permit
  - Import Permit
  - Letter Informing Providing Country of Third-Party Transfer
  - CITES Registry Certificate of SUPPLIER \_\_\_\_\_
  - Other (please specify) \_\_\_\_\_
  - The Internationally Recognized Certificate of Compliance (IRCC) Number(s) is/are: \_\_\_\_\_
  - Documentation is not attached. If selected, please explain the reason for absence of documentation:  
\_\_\_\_\_
- Notify OGL of **pending shipment**
  - For non-frozen samples, package the /tubes/vials inside two sealed bags to control any leakage.
  - For frozen samples on dry ice, confirm the requirements for labeling, packaging, and handling with your preferred shipping provider.
  - Return any unused fixative and vials to OGL for re-use or proper disposal.

Lot #

February 2021

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# Deposit Material Transfer Agreement

for receipt of material with change in ownership

## Preamble

1. This agreement covers receipt of material by the Ocean Genome Legacy Center at Northeastern University, a member of the Global Genome Biodiversity Network (GGBN).
2. GGBN's activities are guided by the Convention on Biological Diversity (CBD)<sup>1</sup> and the Nagoya Protocol on Access to GENETIC RESOURCES and the Fair and Equitable Sharing of Benefits Arising from their UTILIZATION (ABS)<sup>2</sup>.
3. The Ocean Genome Legacy Center at Northeastern University reserves the right not to accept any material and to revoke this AGREEMENT if such receipt would be contrary to any terms attached to the material and/or national or international law or regulation.
4. Definitions of terms are provided in Annex 2 to this AGREEMENT.

## Parties to agreement

### SUPPLIER:

### RECIPIENT:

The Ocean Genome Legacy Center  
Northeastern University, Marine Science Center  
430 Nahant Rd, Nahant, 01908

### Scientific point of contact for RECIPIENT:

Dr. Daniel Distel

5. The SUPPLIER will supply the SPECIMENS or samples described in Annex 1 attached to this AGREEMENT ("MATERIAL"), and the RECIPIENT accepts the MATERIAL subject to the following terms and conditions:

## Ownership of MATERIAL and relevant PROVENANCE INFORMATION and information

6. The SUPPLIER warrants that it is not aware of any third-party rights in the MATERIAL that would preclude it from supplying the MATERIAL to the RECIPIENT in accordance with this AGREEMENT;
7. The SUPPLIER certifies that the MATERIAL has been obtained, exported and imported in accordance with the applicable statutory regulations, with special consideration of the CBD.
8. Relevant documentation is annexed to this agreement:

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<sup>1</sup> <http://www.cbd.int/convention/text/>

<sup>2</sup> <http://www.cbd.int/abs/doc/protocol/nagoya-protocol-en.pdf>

- Collecting Permit
- Mutually Agreed Terms (MAT)
- Prior Informed Consent (PIC)
- Export Permit
- Import Permit
- Letter Informing Country of Origin of Third-Party Transfer
- CITES Registry Certificate of SUPPLIER \_\_\_\_\_
- Other (please specify) \_\_\_\_\_
- The Internationally Recognized Certificate of Compliance (IRCC) Number(s) is/are: \_\_\_\_\_
- Documentation is not attached. If selected, please explain the reason for absence of documentation:  
\_\_\_\_\_

9. The RECIPIENT shall maintain retrievable records linking the MATERIAL to these terms of acquisition and to any accompanying PROVENANCE INFORMATION provided by the SUPPLIER.
10. The SUPPLIER irrevocably and unconditionally transfers, free of charge, title in the MATERIAL and PROVENANCE INFORMATION, including any rights, including copyright or any other USE and commercial rights, that may reside with the legal owner to the Ocean Genome Legacy Center at Northeastern University, and confirms that the SUPPLIER will make no subsequent claim as to ownership or indemnity for transfer of the said MATERIAL and PROVENANCE INFORMATION or ownership of said MATERIAL and PROVENANCE INFORMATION rights against the recipient. This includes the unrestricted right of the RECIPIENT to handle, process, publish or pass on the MATERIAL or PROVENANCE INFORMATION, as far as held by the SUPPLIER to the extent permissible in the conditions under which the MATERIAL was accessed (permits, PIC, MAT, etc.) and subsequent modifications to this, and any restriction annexed to this agreement under Paragraphs 12 and 13 below.

## Conditions of receipt

11. The RECIPIENT accepts the MATERIAL in the understanding that:
1. The SPECIMENS have to be relevant to and consistent with the purposes and activities of the RECIPIENT.
  2. The RECIPIENT is in principle willing, but not obliged, to accept MATERIAL and PROVENANCE INFORMATION.
  3. Simultaneously with the samples, the SUPPLIER will submit to RECIPIENT full collecting PROVENANCE INFORMATION and as deep a taxonomic determination as possible, by using a valid digital format provided by RECIPIENT. If only a subsample of the full SPECIMEN is donated to RECIPIENT, respective voucher information is to be supplied (i.e., deposition data of the voucher, incl. voucher ID).

## USE of MATERIAL and PROVENANCE INFORMATION

13. Should the SUPPLIER wish to block access by third parties to the MATERIAL and PROVENANCE INFORMATION or in other ways restrict its USE they should declare this in writing in an Annex 1 to this AGREEMENT at the time of donation. Otherwise, the SUPPLIER loses this right. The SUPPLIER understands that unless otherwise specified in this Agreement, all disclosed PROVENANCE INFORMATION documenting the MATERIAL will immediately become public information and may be

published. The SUPPLIER may temporarily designate some data as CONFIDENTIAL INFORMATION in Annex 1, if necessary (e.g., collection location not to be disclosed to protect an endangered species or population from exploitation; embargo for publication purposes).

## Benefit-sharing

14. The RECIPIENT agrees to abide by the Prior Informed Consent (PIC) and Mutually Agreed Terms (MAT) and any other conditions under which the MATERIAL was originally acquired, providing this is made available, and will contact the Providing Country prior to any activities that conflict with the PIC and MAT.

## Agreement

15. This agreement is governed by and shall be construed in accordance with the law of the United States of America and the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, each party has caused this instrument to be signed by its duly authorized officer on the date(s) set forth below:

<hr/> <b>Supplier Institution</b>	<hr/> The Ocean Genome Legacy Center, Northeastern University
<hr/> <b>Title</b>	<hr/> <b>Recipient Institution</b> Director, Grants & Contracts
<hr/> <b>Signature</b>	<hr/> <b>Signature</b>
<hr/> <b>Date</b>	<hr/> <b>Date</b> Dr. Daniel Distel
<hr/> <b>Supplier Scientist</b>	<hr/> <b>Recipient Scientist</b>
<hr/> <b><u>SUPPLIER CONTACT INFORMATION</u></b>	<hr/> <b><u>RECIPIENT CONTACT INFORMATION</u></b>
<hr/> <b>Contact Name</b>	<hr/> Dr. Daniel Distel
<hr/> <b>Building, Room Number, Department</b>	<hr/> <b>Contact Name</b> Marine Science Center, Northeastern University
<hr/> <b>Street Address</b>	<hr/> <b>Building, Room Number, Department</b> 430 Nahant Road
<hr/> <b>City, State, Zip Code; Country</b>	<hr/> <b>Street Address</b> Nahant, MA 01908; USA
<hr/> <b>E-Mail Address</b>	<hr/> <b>City, State, Zip Code; Country</b> oglinfo@northeastern.edu
<hr/> <b>Phone Number</b>	<hr/> <b>E-Mail Address</b> 617-373-2576
	<hr/> <b>Phone Number</b>



# Northeastern University

## Ocean Genome Legacy Center

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### Annex 1: Deposit form

Lot #

#### Material & Data

OGL seeks to foster the advancement and application of scientific knowledge by ensuring broad access and availability of genomic material to the global scientific community. OGL strives to provide as much data as possible to increase the value of deposited materials to future users. Therefore, unnecessary restrictions placed on deposited materials are discouraged. OGL recognizes, however, that in certain circumstances, additional restrictions may be necessary. Please list any additional conditions or restrictions required by the Depositor including confidentiality of a portion of submitted data, embargo period, etc.

1. Sample description:
  
  
  
  
  
  
  
  
  
  
2. Briefly explain how material was obtained (e.g., field collection from *X* location, subsampled from collection at *X* Museum):
  
  
  
  
  
  
  
  
  
  
3. Describe special terms associated with the deposit, if any:

#### Images & Media

To the greatest extent possible, OGL promotes an open-source, open-access approach to images and media related to deposited specimens. Except for public-domain content, images and media will be distributed under CC BY (Attribution), which allows users to copy, transmit and reuse the information, and to remix or adapt the information, as long as attribution regarding the source of the information is maintained. Other license options (viewable at <http://creativecommons.org/about/licenses>) can be specified below.

OGL will provide attribution information and will indicate the Creative Commons license for all images/media that it serves in its online catalog. Unless otherwise requested by the content provider, OGL has the right to distribute the images/media to non-commercial partners (including but not limited to, the Encyclopedia of Life and the Barcode of Life Initiative) for uses consistent with the designated Creative Commons license.

1. Photographer name(s) for attribution:
  
  
  
  
  
  
  
  
  
  
2. Description of deposited images/media:
  
  
  
  
  
  
  
  
  
  
3. Alternative CC license (optional, not preferred):

## Annex 2: Definition of terms

**ACCESS:** Permission to collect / sample GENETIC RESOURCES as granted by the country that has sovereign right over those resources (Providing Country). Note that this term has not been defined in the Convention on Biological Diversity or the Nagoya Protocol and may be used differently by some countries or organizations. An agreed definition should be included in all legal documents.

The EU Regulation defines ACCESS as ‘the acquisition of GENETIC RESOURCES or of traditional knowledge associated with GENETIC RESOURCES in a Party to the Nagoya Protocol’.

**AGREEMENT:** this document.

**BIODIVERSITY BIOBANK:** a facility for collection, preservation, storage and supply of typically non-human, biological samples and associated data, which follows standardized operating procedures and provides material for scientific USE. Examples include natural history museums, herbaria, botanical gardens, culture COLLECTION, seed banks, and genome, DNA and tissue banks.

**COLLECTION:** a group of SPECIMENS or samples that can be seen, studied, and kept together. They are generally associated through sharing some feature, e.g., being of the same taxon (e.g., mammals, insects, sharks), from the same general locality or ecosystem, or collected by the same collector or on the same expedition. COLLECTIONs are maintained by COLLECTION-holding institutions. The term biodiversity biobank may also be used, to include SPECIMENS which are not necessarily of whole organisms.

**CONFIDENTIAL INFORMATION:** information which the SUPPLIER can demonstrate is not in the public domain at the time of its disclosure or that has entered the public domain after its disclosure under this agreement by means other than unauthorized disclosure resulting from an act or omission by the RECIPIENT.

**DERIVATIVE:** means a naturally occurring biochemical compound resulting from the genetic expression or metabolism of biological or GENETIC RESOURCES, even if it does not contain functional units of heredity (definition from Nagoya Protocol Article 2).

**EXCHANGE:** also ‘*Transfer*’, and ‘*Permanent supply*’. Permanent transfer of SPECIMENS to a Third Party.

**GENETIC MATERIAL:** any material of plant, animal, microbial or other origin containing functional units of heredity (definition from Nagoya Protocol, repeated from Article 2 of the Convention on Biological Diversity).

**GENETIC RESOURCES:** GENETIC MATERIAL of actual or potential value (definition from Nagoya Protocol, repeated from Article 2 of the Convention on Biological Diversity).

**GLOBAL GENOME BIODIVERSITY NETWORK (GGBN):** a global network of well-managed COLLECTIONs of genomic tissue samples from across the Tree of Life, benefiting society through biodiversity RESEARCH, and long-term conservation of the archived materials. This network will foster collaborations among BIODIVERSITY BIOBANKS in order to ensure quality standards, improve best practices, secure interoperability, and harmonize EXCHANGE of material in accordance with national laws and best practices.

**INTERNATIONALLY RECOGNIZED CERTIFICATE OF COMPLIANCE:** Under the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization, Parties are to issue a permit or its equivalent at the time of access as evidence that access to genetic resources was based on prior informed consent and that mutually agreed terms were established.

Parties are required by the Nagoya Protocol to make information on the permit or its equivalent, available to the ABS Clearing-House for the constitution of the internationally recognized certificate of compliance.

MATERIAL: refers to the items listed in Annex 2 of this AGREEMENT, and means ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES thereof.

MATERIAL TRANSFER AGREEMENT (MTA): an agreement between two parties stipulating the terms and conditions for transferring SPECIMENS or samples, including GENETIC MATERIAL.

MUTUALLY AGREED TERMS (MAT): An agreement reached between the PROVIDING COUNTRY of GENETIC RESOURCES and users on the conditions of ACCESS and USE and the benefits to be shared between both parties.

PRIOR INFORMED CONSENT (PIC): The permission given by the competent national authority of a providing country to a user prior to accessing GENETIC RESOURCES, in line with an appropriate national legal and institutional framework, i.e., what a user can and cannot do with the material.

PROGENY: unmodified descendant (e.g., subculture or replicate) from the MATERIAL.

PROVENANCE INFORMATION: unless otherwise stated, information, including taxonomic classification, collection location, collector name(s) and contact information, identifier name(s) and contact information, voucher ID number and storage institution, collection method(s), permits and other agreements, and any other information provided by the SUPPLIER with the MATERIAL.

PROVIDING COUNTRY / PROVIDER OF MATERIAL: (or "Country providing GENETIC RESOURCES") means the country supplying GENETIC RESOURCES collected from *in situ* sources, including populations of both wild and domesticated species, or taken from *ex situ* sources, which may or may not have originated in that country (definition from CBD Article 2).

RECIPIENT: the organization to whom the SUPPLIER sends the MATERIAL.

RESEARCH: The systematic investigation into and study of materials and sources in order to establish facts and reach new conclusions. This does not include any development of commercial applications.

SPECIMEN: This includes any type of biological material. The term "SPECIMEN" is usually synonymous with "material" or "samples" or "subsamples" in this context. The concept can include associated SPECIMENS or materials such as but not limited to parasites and gut content.

SUPPLIER: The party supplying the MATERIAL.

USE: The purposes to which samples and SPECIMENS (biological and genetic material) are put, including but not limited to 'UTILIZATION' in the sense of the Nagoya Protocol.

UTILIZATION (OF GENETIC RESOURCES): to conduct RESEARCH and development on the genetic and/or biochemical composition of GENETIC RESOURCES, including through the application of biotechnology as defined in Article 2 of the Convention (definition from the Nagoya Protocol).