

Material Deposit Agreement

Between INRAE, acting for the French collection of Plant-Associated Bacteria (UMR 1345 IRHS, Research Institute for Horticulture and Seeds, INRAE, 42, rue George Morel, BP 60057, 49071 Beaucouzé Cedex, France; <https://cirm-cfbp.fr/>), hereinafter referred to as the CIRM-CFBP and _____ hereinafter referred to as the DEPOSITOR

CIRM-CFBP is an open collection of strategic bacterial resources for plant health. Its missions are to preserve the biological resources and associated data which are deposited there, and to provide them to the international community for research / development / teaching / identification.

The DEPOSITOR is willing to provide CIRM-CFBP the MATERIAL under the following terms and conditions.

1. The DEPOSITOR declares to have acquired the MATERIAL lawfully and in compliance with applicable legislation. The DEPOSITOR is authorized to deposit the MATERIAL in the public collection of CIRM-CFBP.
2. The MATERIAL is described in detail in an entry form referred as the DEPOSIT FORM annexed to this Material Deposit Agreement.
3. The DEPOSITOR undertakes to provide as complete and accurate information as possible in the ENTRY FORM. The DEPOSITOR shall provide CIRM-CFBP with all relevant metadata and documents, including, but not limited to, those relating to the regulations on access and benefit sharing.
4. The DEPOSITOR declares that the deposit of the MATERIAL does not infringe any rights of the country of origin or of other THIRD PARTIES, including intellectual property rights, licences, patents or the terms of agreements to which the MATERIAL is subject
5. In case after having deposited the MATERIAL, the DEPOSITOR acquires new information that bears relevance to the legal status of the MATERIAL or the terms of this AGREEMENT, the DEPOSITOR will provide without delay the information to the CIRM-CFBP, even beyond the validity of this AGREEMENT.
6. The DEPOSITOR agrees that the CIRM-CFBP and INRAE, may for unlimited duration preserve, study and supply the MATERIAL to THIRD PARTIES, including other collections. The MATERIAL is distributed to THIRD PARTIES, under a Material Transfer Agreement following the principles of the ECCO Core-MTA: <http://www.eccosite.org/ecco-core-mta/>. The MATERIAL is distributed by CIRM-CFBP under the CFBP name. The DEPOSITOR understands that a fee can be charged for supply to THIRD PARTIES to help carry costs of sustaining the CIRM-CFBP. In the event of commercial use, specific agreements will be concluded with the owners of the MATERIAL.
7. The DEPOSITOR acknowledges that the CIRM-CFBP may need to transfer the information or copied documentation to THIRD PARTIES, if required by law or Access and Benefit Sharing best practice. With the exception of data provided by the DEPOSITOR that are confidential and indicated as such, the DEPOSITOR authorizes the CIRM-CFBP to include all data and documentation in the CIRM-CFBP's databases and catalogue and the DEPOSITOR also authorizes the release of the MATERIAL for distribution and associated data for public viewing.
8. By completing the DEPOSIT FORM and effectively transferring the MATERIAL in the custody of the CIRM-CFBP, the DEPOSITOR accepts the TERMS AND CONDITIONS of this AGREEMENT.
9. This agreement will take effect on the date of signature and for a period of 1 year. The MATERIAL may be kept in CIRM-CFBP's public collection for an unlimited period of time.
10. The present agreement is subject to French law. Both parties will endeavour to ensure the amicable resolution of any disagreement concerning the interpretation or execution of this agreement. If such disagreements persist, the parties shall submit the problem to a French tribunal.
11. For traceability, CIRM-CFBP collects personal data. Users can ask for modifications at cfbp@inrae.fr. More information here: <https://cirm-cfbp.fr/page/GDPR>

Agreed by
The Recipient
Name, Title
Date
Signature

Recipient's institution
Stamp
Name, Title
Date, Signature

For INRAE, for Marie-Agnès Jacques
Name
Date
Signed in Beaucouzé, France