

MATERIAL TRANSFER AGREEMENT

SoilBON

SOIL BIODIVERSITY OBSERVATION NETWORK

THE UNDERSIGNED:

1. **Faculty of Forestry University of Sarajevo**, located at Zagrebačka 20, 71000 Sarajevo (Bosnien und Herzegowina), hereinafter "Provider";

and

2. **Leipzig University**, located at Ritterstraße 26, 04109 Leipzig (Germany), represented by its Head of Finance and Administration, for its executing unit, German Centre for Integrative Biodiversity Research (iDiv), hereinafter "Recipient";

Constituted as a global Soil Biodiversity Observation Network (Soil BON), this group is working in partnership with the Global Soil Biodiversity Initiative (GSBI) and other global and regional partners (specifically, **Helmholtz Centre for Environmental Research – UFZ**, located at the Permoserstr. 15, 04318 Leipzig (Germany)); **Western Sydney University**, located at Locked Bag 1797, Penrith, NSW 2751, Australia; **Austral University of Chile**, located at Independencia 631, Valdivia, Chile; **Colorado State University**, located at Fort Collins, Colorado 80523, USA; **University of Pretoria**, located at Lynnwood Road and Roper Street, Hatfield, 0002, South Africa; **Saint Mary's University**, located at 923 Robie St., Halifax NS B3H 3C3, Canada; **University of Alicante**, located at Carretera San Vicente del Raspeig s/n, 03690, San Vicente del Raspeig, Alicante, Spain; **University of Amsterdam**, located at Postbus 94240, 1090 GE Amsterdam, Netherlands; **Helmholtz Centre for Environmental Research – UFZ**, located at Theodor-Lieser-Strasse 4, 06120 Halle/Saale, Germany; **Environment Agency Austria**, located at Spittelauer Lände 5, 1090 Vienna, Austria; **University of Tartu**, located at Ülikooli 18, 50090 Tartu, Estonia; **Instituto de Recursos Naturales y Agrobiología de Sevilla – CSIC**, located at Av. Reina Mercedes, 10. Sevilla, 41012 Spain; **Universidade de Vigo**, located at Campus As Lagoas-Marcosende, 36310 Vigo, Pontevedra, Spain; **Freie Universität Berlin**, located at Altensteinstraße 6, 14195 Berlin-Dahlem, Germany; **The University of Manchester**, located at Oxford Rd, Manchester, M13 9PL, UK; **ETH Zürich**, located at Universitätstrasse 16, 8092 Zürich, Switzerland; **University of Graz**, located at Universitätsplatz 3, 8010 Graz, Austria; **Korea University**, located at Anam-ro 145, Seongbuk-gu, 02841, Seoul, Korea), to make available the soil biological and ecosystem observations needed to ensure living soil resources are sustainably conserved and managed and can support essential human needs. Soil BON partners represent a range of stakeholders, including researchers, educators, and policy advisors from academic, governmental, and private sectors. The goal is to further connect multi-national partners and initiatives in a worldwide effort to understand soil biodiversity, document how

it is changing, how these changes affect people who rely on soil living resources for their well-being and livelihoods, and how a sustainable use of ecosystems can safeguard soil biodiversity. Soil BON supports the development of a global community for the observation, understanding, and prediction of soil biodiversity, being a forum to network groups to advance methods for observing soil biodiversity including integration of information across spatial, temporal and taxonomic scales. This includes addressing capacity building needs from observations to informatics, helping to integrate existing and new field data following agreed international standards. Within SoilBON, both **Faculty of Forestry University of Sarajevo** and **iDiv** are actively engaged in global soil biodiversity and nature conservation studies.

HAVE AGREED AS FOLLOWS:

Article 1. Definitions

- 1.1. Provider: Organisation providing the Original Material. The name and address of this party will be specified in Article 3.1.
- 1.2. Provider Scientist: The name and address of this party will be specified in Article 3.1.
- 1.3. Recipient: Organisation receiving the Original Material. The name and address of this party will be specified in Article 3.2.
- 1.4. Recipient Scientist: The name and address of this party will be specified in Article 3.2.
- 1.5. Original Material: The description of the material being transferred will be specified in Article 3.3.
- 1.6. Modifications: Substances created by the Recipient which contain/incorporate the Material.
- 1.7. Measurements: data and statistical data derived from the Material or Modifications.
- 1.8. Commercial Purposes: The sale, lease, license, or other transfer of the Material or Modifications to a for-profit organisation. Commercial Purposes shall also include uses of the Material or Modifications by any organisation, including Recipient, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Material or Modifications to a for-profit organisation. However, industrially sponsored academic research shall not be considered a use of the Material or Modifications for Commercial Purposes per se, unless any of the above conditions of this definition are met.

Article 2. Terms and Conditions of this Agreement

- 2.1. The Provider retains the ownership of the Material.
- 2.2. The Recipient and the Recipient Scientist agree that the Material:
 - (a) is to be used solely for academic or other non-commercial research purposes,
 - (b) is to be used only at the Recipient organisation and only in the Recipient Scientist's laboratory under the direction of the Recipient Scientist or others working under his direct supervision and
 - (c) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the Provider.
- 2.3. The Provider allows the Recipient:
 - (a) to apply genetic sequencing to the soil organisms "nametag" gene, the 16S ribosomal RNA and/or 18S rRNA genes of the Material. For this, the DNA from the soils will be extracted and used to sequence the 16S rRNA and 18S rRNA, ITS and metagenomics with the sole purpose of identifying diversity in the soils.
 - (b) to perform ecosystem function studies (soil respiration, substrate-induced respiration, microbial biomass, enzyme activity and soil aggregate stability) on the Materials.

(c) to provide the Material to third parties in the case that additional methods provided by other partners during the project are required, if the same obligations are imposed on them as in the terms signed.

- 2.4. Samples will be taken every three years for a period of seven years starting from the date of signature of the current Material Transfer Agreement.
- 2.5. The Recipient and/or the Recipient Scientist will not provide the Material nor the Modifications for Commercial Purposes.
- 2.6. The Recipient will transfer all Measurements derived from the Material or Modifications to the Provider. The Provider will keep the Measurements confidential until they are published by Recipient.
- 2.7. Scientific publication of the Material, Modifications and/or Measurements are allowed. The Recipient will inform the Provider of any scientific publication being prepared during the period of the agreement.
- 2.8. Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The Provider makes no representations and extends no warranties of any kind, either expressed or implied.
- 2.9. Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from the use, storage or disposal of the Material. The Provider will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Material by the Recipient, except to the extent permitted by law when caused by the gross negligence or wilful misconduct of the Provider.
- 2.10. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the Material or the Modifications. If a publication includes a scientific contribution of the Provider, the involved scientists of the Provider shall be mentioned as co-authors. But in any case, the Recipient Scientist agrees to provide appropriate acknowledgment of the source of the Material in all publications.
- 2.11. The Provider will submit this Agreement for approval on behalf of the Consortium to their Competent National Authority (CNA) to comply with the Convention on Biological Diversity (CBD), the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from Their Utilization, where necessary. This agreement serves to demonstrate, in part, evidence that the Recipient and the Provider are seeking of prior informed consent and mutually agreed terms. The Consortium is aware that conditions will vary in each country and respectfully requests timely approval of this MTA by the CNA.
- 2.12. This Agreement will terminate on completion of the Recipient's current research with the Material but in no case later than September 30, 2030.
- 2.13. Pre-paid shipping and packaging will be sent by the Recipient to the Provider. The Material is provided at no further cost to the Recipient, or with an optional transmittal fee solely to reimburse the Provider for its shipping costs. Any occurred costs of the Provider can only be reimbursed if they are communicated and approved by the Recipient in advance.

Article 3. Details Provider, details Recipient and description Original Material

- 3.1. **Provider:**
 Organisation providing the Original Material: Faculty of Forestry University of Sarajevo
 Provider Scientist: Emira Hukić
 Title: Assistant Professor
- 3.2. **Recipient:**
 Organisation receiving the Original Material: German Centre for Integrative Biodiversity Research
 Recipient Scientist: Nico Eisenhauer
 Title: Professor Doctor
- 3.3. **Original Material:** Each sample will contain: 1L of dry soil in room temperature and 1L of fresh soil.

Article 4. Effective Date

4.1. This agreement will become effective when signed by all parties.

Article 5. Law

5.1. This Agreement shall be governed by, interpreted and construed, and all claims and disputes, whether in tort, contract or otherwise be resolved, in accordance with law and courts of the defendant's domicile.

Agreed and signed in duplicate,

Legal Representative of the Provider



Prof. dr. Ahmet Lojo

Dean of Faculty of Forestry University of Sarajevo

*Br: 01/11-2989/11
Jenu 16. 11. 2011*

Provider Scientist



Doc. Dr. Emira Hukić

Assistant Professor

Date: _____

Legal Representative of the Recipient



Prof. Dr. Birgit Dräger

Head of Finance and Administration

*Dr. Dirk Wilken
Sachgebietsleiter
Dezernat 1 / SG Transfer*

Recipient Scientist



Prof. Dr. Nico Eisenhauer

Principal Investigator

Date: 10.02.2012