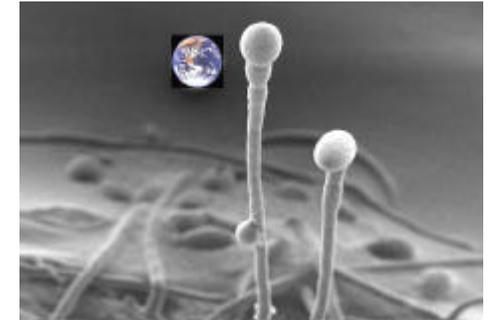


MOSAICC general procedure for access to MGRs



MOSAICC administrative procedure check-list flow chart



## IN SITU

### Administrative requirements

Identification of *in situ* country of origin.

### Document in use

Authorization for sampling from *in situ*, also called **Prior Informed Consent (PIC)**.

### Minimal information requirements

- Names and addresses of PIC-applicant and provider;
- Scope of the PIC (sampling area, MGRS description);
- Reference to national legislation concerning PIC;
- Reference to Material Transfer Agreement;
- if necessary, permission of landowner and/or usufructuary.

## EX SITU

### Administrative requirements:

- Acknowledgement of *in situ* origin ;
- Agreement on the conditions of the transfer ;
- Records, list of recipients.

### Document in use:

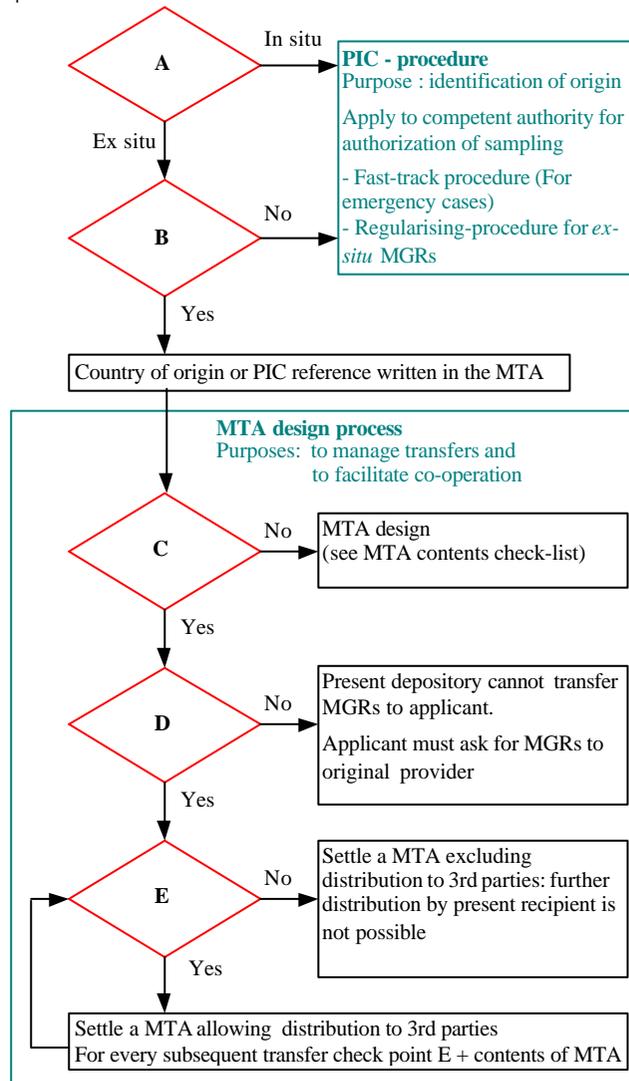
#### Material Transfer Agreement - (MTA)

### Minimal information requirements

- Information about the *in-situ* origin;
- Information about provider and recipient;
- Mutually agreed terms. See MTA contents check list. For usual transfers, for example a delivery of test strains, standard MTA model forms can be used. When a more custom-made agreement is needed, partners are advised to use the MTA check list. Partners are free to draw up these custom-made terms according to their needs, provided that these terms are lawful and in accordance with the principles of the CBD, the TRIPS Agreement and the Budapest Treaty.

When transferring MGRs, check the following options :

- Are the MGRs *in-situ* or *ex-situ*?
- Has PIC been issued; is country of origin recorded?
- Is there a previous MTA?
- Does previous MTA exclude or allow distribution to 3<sup>rd</sup> parties?
- Is recipient a Biological Resources Centre having the mission to preserve and distribute MGRs?



# MOSAICC

Micro-Organisms  
Sustainable use and Access regulation  
International Code of Conduct

MOSAICC is a tool to support the coherent implementation of the Convention on Biological Diversity, the TRIPS agreement and the Budapest Treaty at the microbial level, in accordance with relevant rules of international and national laws.

It is a voluntary Code of Conduct.

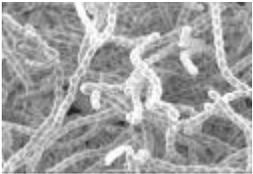
Its purpose is twofold: to facilitate access to microbial genetic resources (MGRs) and to help partners to make appropriate agreements when transferring MGRs.

<http://www.belspo.be/bccm/mosaicc>



MOSAICC is subject to the provisions stated in:

- the [Convention on Biological Diversity](#) (CBD, Rio de Janeiro, 5 June 1992), especially the terms dealing with prior informed consent regulating access to resources (Art. 15.1 & 15.2) and mutually agreed terms on transfer of microbial genetic resources (Art.15.4 & 15.7);
- the [Agreement on Trade-Related aspects of Intellectual Property Rights](#) (TRIPS Agreement, Marrakech, 15 April 1994) and other applicable rules of international and national laws;
- the [Budapest Treaty](#) on the International Recognition of the Deposit of Micro-organisms for the Purposes of Patent Procedure (28 April 1977, amended on 26 Sept. 1980 and Regulations).



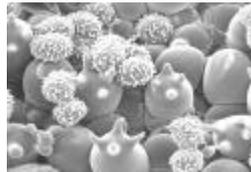
MOSAICC operating principles:

- identification of the origin :
  - *in situ* origin of the MGRs is identified via initial [Prior Informed Consent \(PIC\)](#), a procedure providing authorization for sampling;
  - *in situ* origin of the MGRs is always mentioned when transfer occurs.
- transfer of MGRs occurs under [Material Transfer Agreement \(MTA\)](#) the terms of which are defined by both recipient and provider.

**Material Transfer Agreement (MTA)** is a generic term that can cover either a very short shipment document, a simple standard delivery notice, a standard invoice containing minimal standard requirements or a more detailed specific contract including tailor-made mutually agreed terms. All these documents can be designated as MTA as long as they contain at least :

- information about the *in-situ* origin ;
- information about provider and recipient ;
- mutually agreed terms between the provider and the recipient of MGRs (see MTA check list below)

The mutually agreed terms are designed according to the use and intended distribution of the MGRs.



MTA contents check list:

#### Basic terms

- Information about provider and recipient (names, addresses, authorized signatories);
- Description of MGRs: [country of origin, reference to original PIC](#) + place and date of isolation, strain reference number, identification data, name of individual who has isolated the strain from *in situ* or, if individual's name is not available, the name of the institution (legal entity) that employed the individual when strain was isolated);
- Information on use and distribution of strains and related data:
  - publications will mention provider, strain reference number and country of origin;
  - sustainable use, following the CBD-principles;
  - distribution to 3rd parties is excluded or possible (The choice between the 2 options is subordinate to the kind of recipient).
- Clause governing payment of the handling costs.

#### Use-specific terms

- *Use for test, reference, bioassay, control and training purposes.*  
No commercial use; no Intellectual Property Rights (IPR) related to MGRs, derived technology and information; recipient has to follow the standard test and reference procedures.
- *Use for research purposes*  
No commercial use; no IPR related to MGRs, derived technology and information.
- *Commercial use*  
Terms on IPR, information feedback about patent application; precise terms for benefit-sharing (see below: benefit-sharing terms).

#### Benefit-sharing terms

Mutually agreed terms on:

- Tangible ownership of MGRs;
- Conservation of MGRs;
- IPR related to MGRs and derived technology;
- Terms on technical and scientific co-operation, capacity building, access to and transfer of technology, exchange of information and publication policy;
- Monetary terms : up-front payment; milestones payment, royalties payment (capacity building should be preferred to financial return);
- Possible involvement of stakeholders other than provider and recipient, including local and indigenous communities.

BCCM launched the concerted action MOSAICC with the support of EC Directorate General XII for Science, Research & Development and the contribution of WFCC, UNESCO-MIRCEN and ECCO members. The MOSAICC project involved twelve non-profit as well as commercial partners from North and South.