



BANCO DE ADN DE LA FLORA CANARIA

Jardín Botánico Canario "Viera y Clavijo" – Unidad Asociada CSIC

NON-COMMERCIAL MATERIAL SUPPLY AGREEMENT

(ADAPTED FROM THE FORM AT THE DNA BANK IN KEW GARDENS)

With effect from July 1st 2005

The Banco de ADN de la Flora Canaria (DNA Bank of the Canarian Flora) at the Jardín Botánico Canario "Viera y Clavijo" – Unidad Asociada CSIC ("JBCVCSIC" herefrom) is committed to the letter and spirit of the Convention on Biological Diversity ("CBD" herefrom) and expects its partners to act in a manner consistent with the CBD. This agreement is designed to promote scientific research and exchange, whilst recognising the terms on which JBCVCSIC acquired the plant or fungal material and the important role played by *ex situ* collections in the implementation of the CBD. JBCVCSIC reserves the right not to supply any plant or fungal material if such supply would be contrary to any terms attached to the material and/or to the CBD.

The DNA bank of the JBCVCSIC will supply the genetic material listed on the sample sheet associated with this agreement ("Material" herefrom) subject to the following terms and conditions:

1. The recipient may only use the Material or derivatives for the common good in scientific research, education, conservation and the development of botanic gardens;
2. The recipient shall not sell, distribute or use for profit or any other commercial application¹ the Material, or derivatives;
3. The recipient shall share fairly and equitably the benefits arising from their use of the Material, or derivatives in accordance with the CBD. You will find a non exhaustive list of non-monetary and monetary benefits at Appendix II to the Bonn Guidelines (www.biodiv.org/programmes/socio-eco/benefit/bonn.asp);
4. The recipient shall acknowledge JBCVCSIC as supplier, in all written or electronic reports and publications resulting from their use of the Material or derivatives, and shall lodge a copy of all such publications and reports with JBCVCSIC (see email below);
5. The recipient shall take all appropriate and necessary measures to import the Material in accordance with relevant laws and regulations and to contain the Material, or derivatives so as to prevent the release of invasive alien species;
6. The recipient may only transfer the Material, or derivatives to a bona fide third party such as a botanic garden, university or scientific institution for non-commercial use in the areas of scientific research, education, conservation and the development of botanic gardens. All transfers shall be subject to the terms and conditions of this agreement. The recipient shall notify JBCVCSIC of all such transfers and, on request, shall provide JBCVCSIC with copies of the relevant material transfer agreement;
7. The recipient shall maintain retrievable records linking the Material to these terms of acquisition and to any accompanying Data provided by JBCVCSIC;
8. Unless otherwise indicated, copyright in all information or data ("Data") supplied with the Material is owned by JBCVC. You may use these Data on condition that they are used solely for scholarly, education or research purposes; that they are not used for commercial purposes; and that you always acknowledge the source of the Data with the words "With the permission of the JBCVCSIC";
9. JBCVCSIC makes no representation or warranty of any kind, either express or implied, as to the identity, safety, merchantability or fitness for any particular purpose of the Material, its progeny or derivatives, or as to the accuracy or reliability of any Data supplied. The recipient will indemnify JBCVCSIC from any and all liability arising from the Material, or derivatives and/or the Data and from their use or transfer, including any ecological damage.
10. The recipient will contact JBCVCSIC to request prior permission from JBCVCSIC or, where appropriate, from the provider of the Material to JBCVCSIC, for any activities not covered under the terms of this agreement.

I AGREE TO COMPLY WITH THE CONDITIONS ABOVE

Agreement number (see it in the upper right corner of the sheet sent to you with the samples)

Signed:

Date:

Name:

Position:

Organisation:

Department:

Address:

E-mail:

Tel. Number:

Please return a signed copy to:

Banco de ADN de la Flora Canaria
Jardín Botánico Canario "Viera y Clavijo"- Unidad Asociada CSIC
Ap. de correos 14 de Tafira Alta
35017 Las Palmas de Gran Canaria (Spain)

**Or email a jpeg scan of the signed agreement
to the address: adn.flora.canaria@gmail.com**

¹ For the purposes of this agreement, commercial application shall mean: applying for, obtaining or transferring intellectual property rights or other tangible or intangible rights by sale or licence or in any other manner; commencement of product development; conducting market research; seeking pre-market approval; and/or the sale of any resulting product.