

## NON COMMERCIAL MATERIAL SUPPLY AGREEMENT FOR DNA

The Biodiversität und Klima Forschungszentrum and Senckenberg Research Institute, Frankfurt/Main (!BiK-F", "Senckenberg") are committed to the letter and spirit of the Convention on Biological Diversity ("CBD") and expect their 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 Senckenberg/BiK-F acquired the plant, animal or fungal material. Senckenberg/BiK-F reserve the right not to supply any plant, animal or fungal material if such supply would be contrary to any terms attached to the material and/or to the CBD.

Senckenberg/BiK-F will supply the material listed on the reverse of this agreement ("Material") subject to the following terms and conditions:

1. The recipient may only use the Material, its progeny or derivatives for the common good in scientific research, education, and conservation;
2. The recipient shall not sell, distribute or use for profit or any other commercial application (1) the Material, its progeny or derivatives;
3. The recipient shall share fairly and equitably the benefits arising from their use of the Material, its progeny 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](http://www.biodiv.org/programmes/socio-eco/benefit/bonn.asp) ;
4. The recipient shall acknowledge Senckenberg/BiK-F, as supplier, in all written or electronic reports and publications resulting from their use of the Material, its progeny and derivatives and shall lodge a copy of all such publications and reports with Senckenberg;
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, its progeny or derivatives;
6. The recipient may only transfer the Material, its progeny 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, and conservation. All transfers shall be subject to the terms and conditions of this agreement. The recipient shall notify Senckenberg/BiK-F of all such transfers and, on request, shall provide Senckenberg/BiK-F 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 Senckenberg/BiK-F;
8. Unless otherwise indicated, copyright in all information or data ("Data") supplied with the Material is owned by Senckenberg/BiK-F. 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 Senckenberg Research Institute/BiK-F, Frankfurt/Main";
9. Senckenberg/BiK-F make 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 Senckenberg/BiK-F from any and all liability arising from the Material, its progeny or derivatives and/or the Data and from their use or transfer, including any ecological damage. This agreement is governed by and shall be construed in accordance with German law;
10. The recipient will contact Senckenberg/BiK-F to request prior permission from Senckenberg/BiK-F or, where appropriate, from the provider of the Material to Senckenberg/BiK-F, for any activities not covered under the terms of this agreement.

I agree to comply with the conditions above:

Signed:

Date:

Name and Position:

Organisation and Department:

Address: E-mail:

Tel. Number:

Senckenberg/BiK-F Staff Signature:

Name/Position/Date:

(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.