

Agreement
For the transfer of the MA4 (Calcutta 4) BAC LIBRARY in the
framework of the
Global *Musa* Genomics Consortium

1. The Parties to this Agreement, dated are:

(i) Bioversity International, Parc Scientifique Agropolis II, 34397 Montpellier Cedex 5, France (Bioversity)

And

(ii) Centre de Coopération Internationale en Recherche Agronomique pour le Développement, 42 Rue Scheffer 75116 Paris cedex, France (CIRAD)

Hereinafter known as the "PROVIDERS"

And (printed):

(iii)
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.....

Hereinafter known as the "RECIPIENT"

2. The Biological Material covered by this Agreement is known by the PROVIDERS as: **the MA4 BAC LIBRARY** and for the purpose of this Agreement this Biological Material includes any items listed and constructs, strains, derivatives obtained from or as a result of use of the items listed.

3. The MA4 BAC LIBRARY, developed in the context of a joint project between CIRAD and Bioversity with the participation of a researcher from EMBRAPA, Brazil and carried out in the framework of PROMUSA (The Global Programme for *Musa* Improvement, Bioversity) and in the context of the AGROPOLIS Advanced Research Platform is property of CIRAD and Bioversity.

4. The Biological Material is being supplied to the RECIPIENT solely to be used for non-profit research carried out in the framework of the Global *Musa* Genomics Consortium.

5. The Biological Material is being supplied to the RECIPIENT solely to be used within his own immediate laboratory and will not be supplied by the RECIPIENT to any other parties.

6. The PROVIDERS are pleased to supply a sample of the Biological Material subject to the following conditions:

(i) The RECIPIENT agrees not to claim ownership over this Biological Material, nor to seek intellectual property protection over the received Biological Material.

(ii) The Biological Material is made available for the purpose of non-profit research and will not be used for any other purpose without the express, written consent of CIRAD and Bioversity. The RECIPIENT will handle the Biological Material in compliance with all national and international laws, regulations and guidelines which may be applicable at the time of use.

(iii) The Biological Material will only be handled by those with sufficient skill, knowledge, experience and ability applicable to the Biological Material. The PROVIDERS and its employees cannot be liable for any loss, damage, claim or any other liability which may arise from the use of the Biological Material, or the nature of this Agreement, howsoever caused.

(iv) The Biological Material is experimental in nature and is provided without any warranty or guarantee with respect to its performance or fitness for any particular purpose or to the completeness and accuracy of any information related to the Biological Material supplied by the PROVIDERS or any other source.

(v) The PROVIDERS can provide no assurance or warranty that the Biological Material or its use is free from patent and other intellectual property rights.

(vi) In the event that the RECIPIENT makes or observes any new discovery, improvement or invention ("Invention") relating to the Biological Material, the RECIPIENT will not take any patent or secure other property rights relating to the biological material without the written agreement of CIRAD and Bioversity. A further agreement between the RECIPIENT and PROVIDERS will be sought to specify the share of any benefits from the exploitation of the Invention. The PROVIDERS and all members of the Global *Musa* Genomics Consortium will, at all times, retain the right to use any such Invention for non-profit research purposes only.

(vii) The RECIPIENT will provide any sequence data derived from of the Biological Material to the central sequence data repository of the Global *Musa* Genomics Consortium as soon as possible after the data are obtained, but in any case, before their publication.

(viii) The RECIPIENT will insert the following acknowledgement in any publication arising from studies in which the Biological Material is referred to: "*The clones of the MA4 BAC LIBRARY, produced through a CIRAD, Bioversity, EMBRAPA project, have been supplied by CIRAD and Bioversity and the research has been carried out in the framework of the Global Musa Genomics Consortium*". The RECIPIENT will notify the PROVIDERS and the secretariat of the Consortium of any such publication.

(ix) In the event that the RECIPIENT fails to comply with the conditions and provisions of this Agreement, the RECIPIENT shall immediately destroy the Biological Material and any copies of the Biological Material which may have been made in the course of the Work.

7. The RECIPIENT agrees to examine with the PROVIDERS the possibility of undertaking collaborative research on the Biological Material. If any specific collaborative research project based on the use of the Biological Material is planned between the PROVIDERS and the RECIPIENT, detailed conditions of this project will be described in a separate research contract.

8. The Biological Material is provided for a fee to reimburse the PROVIDERS for its preparation and distribution costs. The amount of the requested fee is indicated here (printed): **The price will be determined according to each order/shipment.**

9. The present agreement is effective from the date of signature until terminated according to article 6.

10. Any dispute arising out or in connection with the present agreement, and which shall not be settled amicably between the parties, within a period of three (3) months after its birth, shall be settled by the most diligent party at the courts of Paris under French national laws.

Agreed to:

Name: Dr. Stephan Weise
Programme Director,
Commodities for Livelihoods
Bioversity International
Date:
Signature :

Name: Dr. Jean Christophe Glaszmann
Director of Department,
"Systèmes biologiques" (BIOS)
CIRAD
Date:
Signature :

For the PROVIDERS

Name of authorized official:
Position of authorized official:

Date:
Signature:

For the RECIPIENT