

**Agreement**  
**For the transfer of the Tuu Gia BIBAC LIBRARY in the framework of**  
**the**  
**Global *Musa* Genomics Consortium**

1. The Parties to this Agreement, dated ..... are:

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

(ii) Centro de Investigacion Cientifica de Yucatan, Unidad de Biotecnologia, Calle 43 # 130, Col. Chubuma de Hidalgo, Merida, C.P.97200, Yucatan, Mexico (CICY)

Hereinafter known as the "PROVIDERS"

And (printed):

(iv)... ..  
.....  
.....  
.....  
.....

Hereinafter known as the "RECIPIENT"

2. The Biological Material covered by this Agreement is known by the PROVIDERS as: **the Tuu Gia BIBAC LIBRARY** and for the purpose of this Agreement this Biological Material includes any of the listed items and the constructs, strain and derivatives obtained from or as a result of using any of the listed items.

3. The Tuu Gia BIBAC LIBRARY developed in the context of a CICY project is the property of CICY.

4. The Biological Material is being supplied to the RECIPIENT solely to be used for nonprofit research carried out in the framework of the Global *Musa* Genomics Consortium and will not be used for any other purpose without the expressed written consent of CICY.

5. The Biological Material is being supplied solely to be used in the RECIPIENT's laboratory and will not be supplied to 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 of the Biological Material, nor to seek intellectual property rights over the received Biological Material.

(ii) The RECIPIENT will handle the Biological Material in compliance with all the national and international laws, regulations and guidelines that are applicable at the time.

(iii) The PROVIDERS and its employees cannot be liable for any loss, damage or any other liability that may arise from using the Biological Material, or from the nature of this Agreement, however caused.

(iv) The Biological Material is experimental in nature and is provided without any guarantee as to its performance or fitness with regards to 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 cannot ensure or guarantee that the Biological Material, or its use, is free from patent and other intellectual property rights.

(vi) In the event that the RECIPIENT makes 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 consent of CICY. A further agreement will be sought to specify the sharing of any benefits arising from the exploitation of the Invention. The PROVIDERS and all the members of the Global *Musa* Genomics Consortium will, at all times, retain the right to use any such Invention for nonprofit research purposes.

(vii) The RECIPIENT will provide any sequence data derived from the Biological Material to the central sequence data repository of the Global *Musa* Genomics Consortium within 3 months after the data are obtained and before they are published.

(viii) The RECIPIENT will insert the following acknowledgement in all the publications arising from studies involving the Biological Material: "The Tuu Gia BIBAC LIBRARY, produced within the framework of a CICY project funded by CONACYT -project No.Z-047, was supplied by CICY and BIOVERSITY INTERNATIONAL, and the research was 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.

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

8. A fee covering the preparation and distribution costs of the material is demanded by the providers. The requested fee is indicated here (printed): **The price can vary according to the order/shipment.**

9. The present agreement is effective from the date of the signature or until it is terminated according to article 6 (ix).

10. This agreement and the performance thereof shall be exclusively governed by the laws of England.

11. Parties shall first try to resolve all disputes that arise from or as a result of the performance of this agreement out of court.

12. If parties subsequently fail to resolve their dispute out of court, then such dispute concerning this agreement or the performance thereof shall be finally and exclusively settled by arbitration at The London Court of International Arbitration, under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with said rules. Place of arbitration will be England and the arbitration proceedings shall be conducted in the English language

Agreed to:

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

Name:  
Director, CICY  
Date:  
Signature:

For the PROVIDERS

Name (printed) of authorized official:  
Position (printed) of authorized official:

Date:  
Signature:

For the RECIPIENT