



**SOUTH AFRICAN NATIONAL BOTANICAL INSTITUTE
AGREEMENT (B) FOR THE SUPPLY OF BIOLOGICAL MATERIAL**

The South African National Botanical Institute (SANBI) is a corporate body constituted under the Forest Act No. 122 as amended (1991) and its mission is “to promote the sustainable use, conservation, appreciation and enjoyment of the exceptionally rich plant life of South Africa for the benefit of all its people”.

In its work SANBI, intends to honour the letter and spirit of the 1992 Convention on Biological Diversity, the 1973 Convention on International Trade in Endangered Species of Wild Fauna and Flora and national and provincial laws concerning biodiversity in the use of its collections.

On receipt of the Agreement **signed by Recipient below** and because Recipient has agreed to comply with the terms and conditions set forth in this Agreement, SANBI will supply to Recipient such of the biological material (the material)¹ requested by Recipient as is, in SANBI’s judgement, reasonable and appropriate. (The Recipient acknowledges that they are acting as a duly authorised representative of the institution they represent, and that the terms of this Agreement shall be binding on all present and future employees of their organisation, for as long as this agreement remains in force.) Such biological material as is supplied to Recipient will be accompanied by a copy of this Agreement and an itemised list of the biological material being supplied.

I understand that any Material supplied to me by SANBI pursuant to this Agreement will be subject to, and I agree to comply with, the conditions outlined below.

SIGNED BY:
for and on behalf of *[Insert name of recipient institution]*
 (“Recipient”).....

SIGNED BY:
for and on behalf of SANBI

Name of Recipient
Title
Date
Address of Recipient
.....
.....

Name
Date

¹ “Biological Material” shall include plants, plant parts or propagation material (such as seeds, cuttings, roots, bulbs, corms or leaves) fungi or other fungal material and any other material of plant, microbial, fungal or other origin and the genetic resources contained therein.

“Genetic Resources” shall mean any biological material of actual or of potential value containing functional units of heredity including DNA, transferred under this Agreement and its progeny and derivatives, including modified or unmodified extracts and purified compounds

The supply of any and all biological material by SANBI to Recipient, including any Material to be supplied under this agreement, will be subject to the following conditions:

1. Subject to clauses 2 and 4 below, Recipient may use the Material and progeny or derivatives thereof (such as modified or unmodified extracts) for non-commercial purposes only.
2. Recipient will provide SANBI with a fair and equitable share of any benefits obtained by Recipient arising out of any utilisation by Recipient of the Material or its progeny or derivatives, including benefits such as research results, copies of papers, acknowledgement of the SANBI as the Source of the material.
3. **Under this Agreement, Recipient may not commercialise² the Material or any progeny or derivatives thereof.**
4. If, at any point, in the future the recipient wishes to commercialise the Material or its progeny or derivatives, Recipient must first obtain the written permission of SANBI. Any commercialisation to which SANBI agrees will be subject to a separate agreement between Recipient and SANBI consistent with NBI's policy.
5. **Recipient may not transfer** the material or any progeny or derivatives thereof to any third party³ other than Recipient or SANBI without the prior informed consent, in writing, of SANBI and then only under legally binding written agreement containing terms no less restrictive than those contained in this Agreement unless otherwise agreed in writing by SANBI. The Recipient agrees to take every reasonable precaution to prevent the material coming into the possession of any unauthorised third party.
6. SANBI makes no representation or warranty of any kind whether express or implied:
(a) as to the identity, safety, saleability or fitness for any particular purpose of the Material or its progeny or derivatives or
(b) that the Material provided to Recipient under this Agreement is or will remain free from any further obligation to obtain prior informed consent from, to share benefits with or to comply with restrictions on use imposed by the national, provincial or local authorities. Recipient will indemnify SANBI from any and all liability arising out of the Material or its progeny or derivatives and their use.
7. The biological Material is provided at no cost, or with an optional transmittal fee solely to reimburse SANBI for its collection, preparation and distribution costs. If a handling fee is requested the amount will be indicated here: R250 (incl. postage)

² "Commercialise" and "Commercialisation" shall include but not be limited to any of the following: sale, filing a patent application, obtaining or transferring intellectual property rights or other tangible or intangible rights by the sale or licence or in any other manner, commencement of product development, conducting market research and seeking pre-market approval.

³ "Third Party" shall mean any person other than SANBI and Recipient.

SA DNA Bank Order Form

Request

Taxon

Price

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Subtotal:

Vat (14%):

Total cost:

Payment - Credit Card Details

Full name on card:

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Card number:

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CVV number:

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Expiry date:

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Card holders address:

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