

No.

15 כתב התחייבות קבלת חומר-רביקה הדס-בנק הגנים 2013



Israel Plant Gene Bank
Agricultural Research Organization
Volcani Center
P.O.B 6
Bet-Dagan
Israel



NON-COMMERCIAL **PLANT MATERIAL TRANSFER AGREEMENT**

Since ratification of the Convention on Biological Diversity (Rio de Janeiro, 1992) (hereinafter "CBD"), access to **genetic resources** must comply with various commitments regarding the access, conservation and sustainable use of genetic material, all with the objective of ensuring fair and equitable sharing of the benefits arising from the utilization of genetic resources.

The Israel Plant Gene Bank (hereinafter "IGB"), whose mission is to inspire and deliver science-based plant conservation of crop plant and other rare and endangered species, is committed to the letter and spirit of the CBD, as well as to the Convention on International Trade in Endangered Species Of Wild Fauna And Flora (hereinafter "CITES") entered into force 1975 and to which Israel is a party since 1979.

Accordingly, the IGB expects its partners to act in a manner consistent with the above and reserves the right not to supply any Plant Material if such supply would be contrary to any terms under this agreement and/or under the CBD and/or CITES.

1. I the undersigned below, undertake to comply with the CBD, CITES and the provisions of this agreement, and to take all appropriate and necessary measures to import the Plant Material in accordance with relevant laws and regulations which govern in my country and to contain the Plant Material, its progeny or derivatives, so as to prevent release of the Plant Material.
2. I declare that the Plant Material supplied, as well as the information or data related to the Plant Material is intended only for scientific research, study, and education, concerning long-term conservation and sustainable use of plant genetic resources.

"Plant Material" in this agreement shall mean any plant genetic material including reproductive and vegetative propagating material, containing functional units or heredity.

"Information" in this agreement shall mean: information about the Plant Material which is published in the IGB internet site or disclosed to the recipient in a hard or electronic copy

3. If I will need, during the study or research, to transfer Plant Material to a third party, I will have to get IGB's previous consent in writing and to do so under its terms.
In such case I shall maintain retrievable records linking the Plant Material

and any accompanying data (“Data”) provided to the terms of non-commerciality.

4.
 - a. I agree not to claim ownership over the Plant Material, its progeny or its derivatives or to seek, or apply for intellectual property rights of any kind and/or other rights that limit the facilitated access to the Plant Material, and to ensure that any and all of my employees and/or third parties comply with this provision.
 - b. Unless otherwise indicated, copyright in all Information or Data supplied with the Plant Material or on IGB’s website is owned by IGB or the Government of Israel and may be used solely for education or research purposes.
5.
 - a. I hereby declare and commit not to sell, use for profit or otherwise distribute the Plant Material.
 - b. I agree not to use the Plant Material for commercial purposes of any kind and not to seek other tangible or intangible rights by sale or license or in any other manner.
 - c. Without derogating from any of the above, I agree to request and receive prior informed consent of IGB or, Where appropriate, the provider of the material to IGB, for any activity not covered under the terms of this agreement. If so required, I shall enter into a separate commercial agreement with IGB.
6.
 - a. I am aware and agree that the Plant Material is hereunder provided to me with no representation or warranty of any kind, expressed or implied, including without limitation as to the identity, safety, quality, fitness, viability, purity, nor as to the accuracy or reliability of passport, Information or Data. IGB makes no representation and provides no warranty that the use of the Plant Material will not infringe any patent or other proprietary right. IGB is not responsible for complying with the recipient nation’s quarantine and/or bio-safety regulations. The phytosanitary condition – only as described in the certificate.
 - b. I agree to indemnify IGB or anyone on its behalf from any and all liability arising from the Plant Material and/or derivatives and/or Information and/or Data and from their use or transfer, including any ecological damage.
7.
 - a. I agree to furnish IGB with a yearly report concerning, *inter alia*, performance data arising from the study or research, copies of relevant publications, as well as to share specimen data and images where appropriate.

- b. I agree to acknowledge IGB, as supplier, in all written or electronic reports and publications resulting from the use of the Plant Material and shall lodge a copy of all such publications and reports to IGB automatically and without prior request.
8. I agree to pay IGB for the transfer of Plant Material according to the Price list which is updated and published periodically.
9. a. I hereby state and agree that the Plant Material shall be made available only after this Agreement is signed by me and all relevant authorities at IGB and after completion of the payment due under clause 8 above. IGB reserves the right not to supply the Plant Material in case it has found its inventory to be insufficient or in case of other legal or contractual hindrance and I will have no claim against ARO in such case. Payments made under clause 8 shall be refunded to me after deduction of administration costs.
- b. I also state and agree that failure to comply with any of the stipulations of this Agreement will prevent any further acceptance of Plant Material by me or any other person or body on my behalf.
10. This Agreement shall be governed and construed in accordance with the laws of Israel, and the districts court of Tel-Aviv will have jurisdiction upon it.

In witness whereof I here unto set my hand:

Date:

E-mail:

Name and position:

Organization and department:

Address:

Tel. Number:

Signature & Stamps:

IGB Bank Manager Signature: