

Non-Commercial Material Supply Agreement for Living Collections

The Botanic Garden of the University of Coimbra ['JBUC'] operates under the legal framework of the Nagoya Protocol, and expects its partners to act in a manner consistent with the Nagoya Protocol, if applicable. This research agreement is designed to promote scientific research and exchange, whilst recognising the terms on which the JBUC acquired material. The JBUC reserves the right not to supply any plant material if such supply would be contrary to any terms attached to the material and/or to the Convention on Biological Diversity as outlined in the Nagoya Protocol if appropriate.

The JBUC will supply the material listed following 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, conservation and the development of botanic gardens or arboreta registered at the BGCI**;
2. The recipient **shall not sell, distribute or use for profit or any other commercial¹ application** the Material, its progeny, or derivatives.
3. In case the material is subject of the Nagoya Protocol, the recipient shall **share fairly and equitably** the benefits arising from their use of the Material, its progeny or derivatives in accordance with the Nagoya Protocol.
4. The recipient shall **acknowledge JBUC**, 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 JBUC;
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 so as to prevent the release of invasive alien species;
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, conservation and the development of botanic gardens. All transfers shall be subject to the terms and conditions of this agreement. The recipient shall **notify JBUC** of all such transfers and, on request, shall provide the JBUC 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 JBUC;
8. Unless otherwise indicated, **copyright** in all information or data ['Data'] supplied with the Material is owned by the JBUC. You may use this Data on condition that it is used solely for scholarly, education or research purposes;
9. That it is not used for commercial purposes; and that you always acknowledge the source of the Data with the words "With the permission of the Botanic Garden of the University of Coimbra";
10. The JBUC makes 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 the JBUC 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 Portuguese law;
11. The recipient will contact the JBUC to request **prior permission** from the JBUC or, where appropriate, from the provider of the Material to the JBUC, for any activities not covered under the terms of this agreement.

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.

Please return a signed copy to: Jardim Botânico da Universidade de Coimbra, Calçada Martim de Freitas, 3000-456 Coimbra, PORTUGAL. E-mail: jardim.botanico@uc.pt

A. Recipient Details and Declaration (Section to be filled in by recipient of material)	
By signing below I agree to comply with the conditions outlined on page 1 of this document:	
Recipient	
Position	
Phone Number	
E-mail	
Signature	
Date	

B. Nagoya Protocol Compliance (Section to be filled in by JBUC Staff)
Please complete one of the following sections, checking the box that applies.
A. An EU Registered Collection

Name of Registered Collection	
B. Internationally recognised certificate of compliance	
C. No internationally recognized certificate of compliance is available for the material listed above	

C. JBUCStaff Declaration (Section to be filled in by JBUC Staff)	
By signing below, I, the supplier of the material, confirm that the information provided on this form and related attachments is correct to the best of my knowledge:	
Name	
Section	
Signature	
Date	

Exchange no:		Date:		Quantity:		
Material:						
Comments:						

Items

Item no.	Taxon name	Provenance	IPEN	Locality • Collector • Coll.no • Coll.date
