

NATIONAL BOTANICAL RESEARCH INSTITUTE

AGREEMENT FOR THE SUPPLY OF BIOLOGICAL MATERIAL FROM THE REPUBLIC OF NAMIBIA FOR SCIENTIFIC RESEARCH PURPOSES

The National Botanical Research Institute (NBRI) is a subdivision within the Directorate of Agricultural Research and Training (DART) of the Ministry of Agriculture, Water and Forestry (MAWF) and its mission is "to promote the understanding, conservation and sustainable use of Namibian plants for the benefit of all".

In its work, the NBRI 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, the 2004 International Treaty on Plant Genetic Resources for Food and Agriculture, all other relevant international instruments to which Namibia is a signatory, and all national laws concerning biodiversity.

On receipt of the Agreement **signed by the Recipient below** and because the Recipient has agreed to comply with the terms and conditions set forth in this Agreement, the NBRI will supply to the Recipient such of the biological material (the Material)¹ requested by the Recipient as is, in the NBRI's judgement, reasonable and appropriate.

Such biological Material as is supplied to the Recipient shall be accompanied by a copy of this Agreement and an itemised list ("the Schedule") of the biological material being supplied, clearly stating the identity and quantity of Material supplied, the Purpose for which it is supplied, and any additional conditions that might apply to the supply of the Materials.

The Recipient acknowledges that he/she is acting as a duly authorised representative of the institution he/she represents, and that the terms of this Agreement shall be binding on all present and future employees of his/her organisation, for as long as this agreement remains in force.

The supply of any and all Biological Material by the NBRI to the 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, the Recipient may use the Material and progeny or derivatives thereof (such as modified or unmodified extracts) for non-commercial purposes only.
2. The Recipient will provide NBRI with a fair and equitable share of any benefits obtained by the Recipient arising out of any utilisation by the Recipient of the Material or its progeny or derivatives, including benefits such as research results, copies of papers, acknowledgement of the NBRI as the Source of the Material.
3. **Under this Agreement, the Recipient may not commercialise² the Material or any progeny or derivatives thereof.**

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

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.

4. If, at any point, in the future the recipient wishes to commercialise the Material or its progeny or derivatives, the Recipient must first obtain the written permission of the NBRI. Any commercialisation to which NBRI agrees will be subject to a separate agreement between the Recipient and NBRI consistent with NBRI's policy.
5. **The Recipient may not transfer** the Material or any progeny or derivatives thereof to any third party³ other than the Recipient or NBRI without the prior informed consent, in writing, of NBRI 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 NBRI. The Recipient agrees to take every reasonable precaution to prevent the material coming into the possession of any unauthorised third party.
6. NBRI 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 the 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 or local authorities. The Recipient will indemnify NBRI 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 the NBRI for its collection, preparation and distribution costs. If a handling fee is requested the amount will be indicated here:

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

I understand that any Material supplied to me by NBRI pursuant to this Agreement will be subject to, and I agree to comply with, the conditions above, and the additional conditions in the Schedule attached.

SIGNED BY: [Signature]
for and on behalf of [Insert name of the Recipient institution] ("the Recipient")

Name of the Recipient: Jörg Overmann

Title: Prof. Dr.

Date: 14.3.2012

Address of the Recipient: Leibniz-Institut Deutsche Sammlung von Mikroorganismen und Zellkulturen (DSMZ), Inhoffenstraße 7B, 38124 Braunschweig.....

SIGNED BY: [Signature]
for and on behalf of the NBRI

Name: S.J. Carr.....

Title: Senior Agricultural Researcher.....

Date: 05 APRIL 2012



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MATERIAL TRANSFER AGREEMENT SCHEDULE

Material supplied to:

Prof. Dr. Jörg Overmann
Leibniz-Institut DSMZ-Deutsche Sammlung von Mikroorganismen und Zellkulturen
Inhoffenstraße 7b
D-38124 Braunschweig, Germany

By:

National Botanical Research Institute
Ministry of Agriculture, Water and Forestry
Private Bag 13184
Windhoek
Namibia

Schedule

Collector's Number	Species	Material	Purpose
2011	Collection permit	1635 /2011	Collected for
JO-2011/2-LN1 through -LN23	Sieved Soil from Mashare/Okavango	2x5 g each, frozen liquid nitrogen	16S rRNA and mRNA analysis of soil microbiota diversity
JO-2011/2-RT1 through -RT23	Sieved Soil from Mashare/Okavango	100 g each, kept at 4°C	determination of exoenzyme activities and ammonification/nitrification rates
JO-2011/2-TCN1 through -TCN23	Sieved Soil from Mashare/Okavango	0.1 g each, preserved	total cell counts

Amendment of conditions

regarding the deposition of bacterial cultures in public collections for the purpose of valid species description

Strain Number	Species	Material	Purpose
A22/HD/4H	<i>Acidobacteriaceae</i> bacterium, sg4	Live culture, isolated from Farm soil at Erichsfelde (E05RT), collection permit 1358/2009, MTA of April 02, 2009	Deposit at DSMZ and LMG - mandatory for valid species description
Ac_11_E3	<i>Acidobacteriaceae</i> bacterium sg4	Live culture, isolated from Okavango riverside soil (JO-2011-MRT3), collection permit 1569/2011, MTA of April 04, 2011	Deposit at DSMZ and LMG - mandatory for valid species description
Ac_12_G8	<i>Acidobacteriaceae</i> bacterium sg4	Live culture, isolated from Okavango riverside soil (JO-2011-MRT5), collection permit 1569/2011, MTA of	Deposit at DSMZ and LMG - mandatory for valid species description

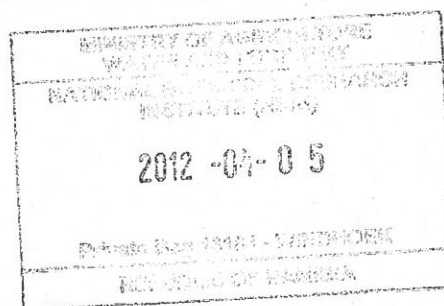
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		April 04, 2011	
Ac_18_E7	<i>Acidobacteriaceae</i> bacterium sg4	Live culture, isolated from Okavango riverside soil (JO-2011-MRT1), collection permit 1569/2011, MTA of April 04, 2011	Deposit at DSMZ and LMG - mandatory for valid species description
Ac_23_E3	<i>Acidobacteriaceae</i> bacterium sg4	Live culture, isolated from Okavango riverside soil (JO-2011-MRT4), collection permit 1569/2011, MTA of April 04, 2011	Deposit at DSMZ and LMG - mandatory for valid species description
Ac_26_B10	<i>Acidobacteriaceae</i> bacterium sg1	Live culture, isolated from Okavango riverside soil (JO-2011-MRT1), collection permit 1569/2011, MTA of April 04, 2011	Deposit at DSMZ and LMG - mandatory for valid species description
Ac_28_D10	<i>Acidobacteriaceae</i> bacterium sg4	Live culture, isolated from Okavango riverside soil (JO-2011-MRT5), collection permit 1569/2011, MTA of April 04, 2011	Deposit at DSMZ and LMG - mandatory for valid species description

8. Permission is granted to deposit the named strains of microorganisms in two public collections (1. Leibniz-Institut DSMZ - Deutsche Sammlung von Mikroorganismen und Zellkulturen GmbH; 2. BCCM/LMG - Belgian Co-ordinated Collections of Micro-organisms / Laboratorium voor Microbiologie, Universiteit Gent) and these strains may be made available for strictly scientific purposes only under the user agreement of the respective culture collections. The user agreements should be no less restrictive than the conditions originally signed with NBRI.

9. The research of the strains made available by the respective culture collections to further users under this agreement (clause 8) shall be limited to scientific purposes. Any use for commercial research - including genome sequencing - or any use for commercial applications is excluded and requires prior written permission from the NBRI.

10. The above public culture collection making available the strain(s) for scientific purposes shall inform the NBRI in writing of such



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