

THE NEW YORK BOTANICAL GARDEN
PLANT RESEARCH LABORATORY

PLANT MATERIAL TRANSFER AGREEMENT

1. The New York Botanical Garden (“NYBG”) is a cosignatory of The Principles on Access to Genetic Resources and Benefit-sharing for Participating Institutions (<http://www.kew.org/conservation/ednorsements.html>), and thus and expects its collaborators to conform to the letter and spirit of the Convention on Biological Diversity (“CBD”). This Plant Material Transfer Agreement is intended to promote scientific research.

2. NYBG provides the material identified on Attachment A (the “Material”) to the undersigned recipient (“Recipient”) subject to the terms and conditions of this Plant Material Transfer Agreement.

3. The Material in the NYBG’s Plant Research Laboratory collections have been collected solely for use in academic research on plant structure, systematics, molecular phylogenetics and evolution, and will be released only for such non-commercial research. The Recipient will not sell, distribute, or use the Material for profit or any other commercial purpose.

4. The Recipient shall acknowledge The New York Botanical Garden as the source of the material in all written and electronic publications and reports. The Recipient will provide The New York Botanical Garden with copies of any images of the Material caused to be made by Recipient in electronic format, when appropriate, and resultant publications. Recipients of Material are encouraged to publish with NYBG staff members or their foreign collaborators whenever appropriate.

5. The Recipient must register sequence data with GenBank/EMBL and provide NYBG with a list. For transfers of greater than ten samples, the list must be in an Excel file format.

6. The Recipient may transfer the material only to a bona fide third party such as a university or scientific institution for non-commercial scientific research with the prior permission of the Administrative Curator, Plant Research Laboratory. Transfers are subject to the conditions of this Agreement, and a copy of the Agreement must be provided to The New York Botanical Garden on request.

7. The Recipient acknowledges that the Material is provided without any warranty. The Recipient hereby indemnifies and holds harmless NYBG for any liability or expenses incurred by NYBG as a result of Recipient’s use of the Material. This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of laws provisions.

Agreed and Accepted:

For Recipient: _____ Date: _____

Address: _____

For NYBG: _____ Date: _____