

CABI Genetic Resources Collection: Cultures Order Form



CUSTOMER DETAILS:

Name	Position held	
Organisation		
Address		
Country	Post or Zip Code	
Telephone	Fax	
Email Address		

SHIPPING ADDRESS (If different from above):

Contact Name		
Organisation		
Address		
Country	Post or Zip Code	
Telephone		

Authorised Signature	Date	
Print Name	Position Held	
Purchase Order Number		

PLEASE SUPPLY:

Name of Organism	IMI Number	Quantity	Form of supply (Please state A, B, C, D or E) A: Freeze-dried culture B: Culture growing on agar C: Genomic DNA D: Culture Extract E: Other

If you were unable to find what you were looking for in our electronic catalogue [<http://cabi.bio-aware.com/>] – please contact us

CABI aims to supply high quality resources. In order to ensure that the cultures we provide meet your expectations, please indicate the intended use for the microorganisms requested from CABI:

Taxonomic study:
 Molecular study:
 Assay / Testing:
 Research:
Teaching:
 Other (please state): _____

On occasion, microorganisms can be difficult to recover after preservation. In the event of this happening with any of the cultures you have requested, please indicate whether you would like us to recommend alternatives:

Yes: **No:**

Please e-mail, post or fax this form to the following address:

CABI, Bakeham Lane, Egham, Surrey TW20 9TY, UK,
Fax: +44 [0]1491 829100 Telephone: +44 [0]1491 829080 E-Mail: cultures@cabi.org

Supply of Microorganisms and their Derivatives: CONDITIONS OF SALE
Thank you for your order
All orders are subject to our conditions of sale, which are included with this form

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE PLACING AN ORDER

This Material Transfer Agreement ("MTA") and the conditions of sale herein is between you (hereafter "the Customer" or "you" or "user" or "recipient") and CABI, an international governmental not-for-profit organisation (hereafter "we" or "us") and constitutes a contract.

"Genetic Resource(s)" includes, but is not limited to, fungi and bacteria and any other material of other origin (including DNA, derivatives and metabolic extracts) and the genetic resources contained therein.

"Replicate" means any biological material that represents a substantially unmodified copy of the Genetic Resource such as, but not limited to, material produced by growth of the microorganisms or amplification of its components.

"Commercial use" means the use or exploitation of the genetic resources or Genetic Resource, with the object of, or resulting in, financial gain, and includes but is not limited to the following activities: sale, 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, and seeking pre-market approval.

"Material" shall mean the microbial, or fungal biological material transferred under this Agreement;

"Third Party" shall mean any person other than Recipient of the genetic resource and CABI.

Conditions of Use

The use of the genetic resource provided to you by CABI and all replicates and derivatives are for research or teaching purposes only. The material is not intended for human in vitro use. You agree that material designated as Hazard group 2 or 3 constitutes known human pathogens. Genetic Resources may be toxic, carcinogenic, mutagenic or pathogenic under certain conditions. The customer assumes all risk and responsibility to ensure that the genetic resource is used in a safe and pertinent manner. This includes the receipt, handling (including containment of pathogens), storage and disposal. The customer undertakes that any activity undertaken with the genetic resource will be conducted in compliance with all applicable national and international guidelines, laws and regulations.

The Genetic Resource(s) received under these conditions of supply must be used in a bona fide and sustainable way, and in respect of the principles laid down in the Convention on Biological Diversity (CBD). Nothing in this agreement shall be construed as changing the rights and obligations of Parties under the CBD. The agreement fully complies with Article 15 of the CBD, which recognises the sovereign rights of States over their natural resources. Materials are provided under this agreement on the understanding that they were collected either before the CBD came into force or with Prior Informed Consent [PIC] (where procedures are in place and recognised authorities exist). The recipient is obliged to uphold the mutually agreed terms of the PIC; CABI undertakes to ensure these are notified, if over and above these conditions of sale. The Customer shall not distribute, sell, lend or otherwise transfer the Genetic resource to any third party. Any commercial use of the Genetic resource provided by CABI is prohibited without CABI's prior written authorisation.

Disclaimer

CABI shall not be liable for any delay or non-performance of the genetic resource or obligations under this Agreement arising from any cause beyond its reasonable control including, without limitation, any of the following: Act of God, governmental act, war, fire, flood, explosion, civil commotion or industrial disputes of a Third Party or impossibility of obtaining gas or electricity or materials. Subject to the affected party promptly notifying the other party in writing of the cause and the likely duration of the cause, the performance of the affected party's obligations, to the extent affected by the cause, shall be suspended during the period the cause persists. Under no circumstances will CABI be liable for any damages, losses or expenses (may they be indirect, incidental or consequential) of any kind in connection with or arising out of the genetic resource or this MTA, even if CABI has been advised of the possibility of such damages. In no event shall CABI's cumulative liability exceed the monies paid by customer under this MTA.

CABI certifies that the Genetic Resource shall be viable upon shipment from CABI. However, CABI is not responsible for any damage arising during shipping or for user incompetence or for inappropriate storage following dispatch. The resolution for breach of this undertaking is, at CABI's bequest (exclusive of shipping and handling charges), (a) replacement of the genetic resource or material or (b) refund of the fee paid to CABI. The resolution applies under the condition that Customer handles and stores the genetic resource as described in the product sheet. To qualify for a refund or replacement the customer must report any breach to CABI within 28 days. Any assistance or technical information provided by CABI are excluded from guarantee of any kind.

Compliance with Legislation

The customer is solely responsible for compliance with all applicable national and international, legislation, laws, statutes, and regulations. This MTA shall be governed by English law.

Intellectual Property

In accordance with the CBD, the sovereign rights over these Genetic Resources remain with their country of origin. CABI shall act on behalf of its member countries to ensure that ownership of all appropriate right and title concerning the genetic resource remain with them. The Material, Replicates and Genetic Resource are subject to the restrictions noted in the "Condition of Use" section above. The Customer agrees to acknowledge CABI and any contributor indicated by CABI as the source of the Material in all publications. The user may not seek Intellectual Property Rights and protection of this, for example under Patent Law. CABI retains all rights concerning brands and trademarks registered or owned by CABI.

Payment and Taxes

Payments may be made by bank transfer or credit card (Amex, Visa or MasterCard, subject to a 3% surcharge). Unless payment in advance is required by CABI, payments shall be invoiced and are due within thirty days after the date of invoice. CABI reserves the right to charge interest on overdue payments or seek reimbursement through debt recovery channels. CABI is not duty bound to accept an order from a Customer unless it is satisfied that the Customer has the means to fund their request. CABI may request a deposit or payment by proforma, prior to processing an order. Once accepted, orders become binding. Cancellation is not permitted except under exceptional circumstances and then at the discretion of, and with the express written permission of, CABI. Cancelled orders will incur a charge for work already undertaken. The Customer is responsible for all duties, tax (es), tariffs and fees arising in connection with this MTA and the Material. The Customer shall, upon demand, pay to CABI an amount equal to any such tax(es), duties, tariffs and permit fees actually paid or required to be collected or paid by CABI. CABI will also refuse to furnish an order if the user plans to utilise the genetic resource for any un-ethical purposes. CABI is obliged not to distribute genetic resources to countries where supply is limited by legislation or at other times upon advice from the UK Foreign and Commonwealth Office.

Shipping

CABI will package the Material for shipping in accordance with applicable laws and IATA regulations. The Customer is responsible for ensuring that all permits required for receipt are obtained and that sufficient proof of such permits is provided to CABI. CABI will endeavour to notify the Customer when orders are submitted without the necessary permits.

Miscellaneous

This MTA and all documents incorporated herein by reference constitute the entire agreement between CABI and the Customer. Nothing contained in this Agreement shall constitute a partnership between the Recipient of the genetic resource and CABI. With respect to the Material this supersedes all previous agreements or representations. CABI may revise this MTA at any time. The revisions will be effective immediately upon posting the revised MTA on CABI's Web site available at www.cabi.org, or otherwise making available the revised MTA to Customer. The version of the MTA applicable to any Materials ordered by the Customer shall be the version in effect at the time of order placement. The provisions contained within this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of these provisions is void and would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

Correspondence

Any correspondence concerning the CABI Material Transfer Agreement should be addressed, IN WRITING to Joan Kelley, Executive Director, Global Operations, CABI, Bakeham Lane, Egham, Surrey TW20 9TY, UK.

Updated 27th January 2010