

**GENOTYPING SERVICE REQUEST FORM (may 27 '08)**

The organization identified below (hereafter referred to as the "Institute") requests that the Generation Challenge Programme (hereafter referred to as "GCP"), acting through its agent the International Maize and Wheat Improvement Center ("CIMMYT"), provide services relating to the genotypic analysis of the materials (the "Materials") identified on the attached sheet ("Genotyping Services"). Institute agrees that CIMMYT is not obligated to provide such Genotyping Services, but that if it does agree to this request, the following Terms and Conditions shall define the parties' respective rights and obligations in relation to the Genotyping Services.

1. Institute warrants that the Materials are adequate germplasm for genotyping, that it has compiled phenotypic data for the trait(s) under consideration, and that Institute is prepared to extract and submit DNA to laboratories for genotypic analysis.
2. CIMMYT may engage a GCP Consortium member or a third-party laboratory (both are referred to herein as the "Laboratory") to perform a genotypic analysis of the Materials. The genotypic data resulting from this analysis will be provided to Institute. Institute shall send a representative to attend a workshop on the use of such data. (If CIMMYT has not previously paid Institute's expenses for attendance at a GSS workshop, it will pay Institute's reasonable expenses for attendance at one such workshop. CIMMYT shall not pay Institute's GSS workshop attendance expenses more than once during the duration of the GSS.) Institute and GCP, agree to jointly make their best effort to get the results published in refereed journals. All presentations and written publications arising from, or relating to, such activities or the genotype data shall acknowledge the contribution of the GCP.
3. Institute agrees to pay to CIMMYT the fee(s), if any, established by GCP for the Genotyping Services.
4. All GCP Consortium Members and other GCP researchers shall be permitted to use data obtained hereunder in the course of GCP activities. To prevent dissemination of genotypic data outside the GCP, Institute may request in this form below that the data be treated as confidential. If Institute clearly marks the box denominated "confidentially" below, the GCP will treat the data as confidential in accordance with the GCP Consortium Agreement, [http://www.generationcp.org/sccv10/sccv10\\_upload/Consortium\\_agreement.pdf](http://www.generationcp.org/sccv10/sccv10_upload/Consortium_agreement.pdf), except that the recipients' obligations of confidentiality with regard to such data shall expire eighteen months after the date of this request.
5. Institute warrants that it has complied with all applicable laws, regulations, rules, and requirements (including but not limited to requirements of the Convention on Biological Diversity) regarding access to, handling, and export of the genetic resources that are the subject of this request.
6. Within 45 days of GCP's written request, Institute shall submit to GCP a written report regarding its use of data obtained hereunder and a written plan to implement lessons learned from its participation in the Genotyping Services programme.
7. **CIMMYT, THE GCP CONSORTIUM MEMBERS, AND THE LABORATORY DISCLAIM ALL EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, ANY WARRANTY OF ACCURACY OR SUITABILITY OF INFORMATION, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE.**
8. Institute hereby releases, discharges, holds harmless and indemnifies CIMMYT, the other GCP consortium members and the Laboratory from any and all claims, demands, rights and causes of action of whatever kind arising from or by reason of any damage, loss, or injury, including costs, attorney's fees and expenses, resulting from or in any way connected with the Genotyping Services or data produced therefrom or training relating thereto, except which may result from wilful or wanton acts, gross negligence or intentional misconduct.
9. These Terms and Conditions, together with any prior agreement between the parties regarding the amount of fees for services, state the complete, final, and exclusive agreement of the parties concerning their subject and supersede all earlier oral or written agreements, representations, promises, negotiations, and other communications between the parties. These Terms and Conditions may only be amended, supplemented, or waived by a later written agreement.
10. The person signing this Request Form on behalf of Institute represents and warrants that he or she is duly authorised to submit this Request Form on Institute's behalf and to bind Institute hereto.
11. These Terms and Conditions shall be governed by, and interpreted in accordance with, the UNIDROIT Principles of International Commercial Contracts (2004).
12. If any provision of these Terms and Conditions should be construed or held to be void, invalid or unenforceable, the remaining Terms and Conditions shall not be affected thereby, but shall remain in full force and effect.
13. A facsimile copy of this Request Form and all signatures thereon shall be considered for all purposes as originals.
14. **ALL DISPUTES BETWEEN INSTITUTE AND CIMMYT OR ANY OTHER GCP CONSORTIUM MEMBERS AND/OR THE LABORATORY, WHICH ARISE FROM OR RELATE TO THESE TERMS AND CONDITIONS (INCLUDING QUESTIONS CONCERNING THE ARBITRABILITY OF ANY DISPUTE), SHALL BE FINALLY SETTLED THROUGH BINDING ARBITRATION IN THE ENGLISH LANGUAGE IN MEXICO CITY, MEXICO, IN ACCORDANCE WITH THE UNCITRAL ARBITRATION RULES PRESENTLY IN FORCE.**

Intending to be legally bound, Institute agrees to these Terms and Conditions, this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**Name of Institute:** \_\_\_\_\_

**My genotyping data should be treated**  **confidentially,**  **not confidentially.** (Please mark your choice)

**Signature:** \_\_\_\_\_

**Name of Person Signing:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address of Institute:** \_\_\_\_\_

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