

**GENOTYPING SERVICE REQUEST AGREEMENT**

The organisation identified below (the "Institute") requests that the Generation Challenge Programme ("GCP"), acting through its agent the International Maize and Wheat Improvement Center ("CIMMYT"), provide services ("Genotyping Services") relating to the genotypic analysis of the materials (the "Materials") submitted in an separate document. Institute agrees that CIMMYT is not obligated to provide such Genotyping Services, but that if it does agree to this request, this Agreement shall define the parties' respective rights and obligations in relation to the Genotyping Services.

1. Institute warrants that for the germplasm to be genotyped it has available passport data and phenotypic traits data, and is prepared to submit tissue or DNA to laboratories for genotypic analysis. Moreover, Institute is willing to release to CIMMYT the passport and phenotypic data for the correct development of this research activity.
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 agrees that all reports, presentations and written publications arising from or relating to the genotyped data shall acknowledge the contribution of GCP (<http://www.generationcp.org/sp5/?da=0994853#acknowledging-gss>) and any third party which has contributed to the analysis. The Institute is not a third-party beneficiary of any contract between CIMMYT and a Laboratory.
3. If applicable, Institute agrees to pay to CIMMYT the fee(s) quoted by the GCP for the Genotyping Services. CIMMYT will present to the Institute one or more "Debit Notes" setting forth the quoted price payable by the Institute to CIMMYT, and the Institute shall pay the amount of the Debit Note within 30 days of its transmission to the Institute.
4. If Institute does not clearly mark the "confidential" box below, then GCP shall have the right to make available to the public the genotype data as well as the phenotypic and passport data. If Institute clearly marks the "confidential" box below, the genotype data, the phenotypic data, and the passport data will be treated as confidential for a period of 12 months in the case of annual crops, or 24 months in the case of perennial crops.
5. For purposes of Paragraph 4 above, CIMMYT's commitment to treat the genotypic data, the phenotypic data, and the passport data as confidential means that, during the period of confidentiality, (i) CIMMYT will not share such data with any entity other than its officers, agents, employees, and contractors who are bound by a similar obligation of confidentiality; and (ii) CIMMYT will not use such data for any purpose other than fulfilling the requirements of this Agreement. In protecting such information from disclosure, CIMMYT shall use at least the same degree of care as it normally uses in the protection of its own confidential and proprietary information of like kinds. The obligations of confidentiality set forth herein shall not apply to the extent that any data: (i) are or become known to the general public without breach of this Agreement; (ii) were previously known to CIMMYT or was possessed by it without restriction prior to any disclosure hereunder; (iii) are or have been lawfully disclosed to CIMMYT by a third party without an obligation of confidentiality; (iv) are independently developed by CIMMYT personnel without access to or use of the genotype data; or (v) are disclosed pursuant to court order or other judicial or governmental demand for disclosure. At the end of the period of confidentiality all data will be made available to the public.
6. **INSTITUTE REPRESENTS AND 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, TO THE EXTENT IT IS APPLICABLE) REGARDING THE ACCESS TO, HANDLING, PACKAGING, EXPORT, AND SHARING BENEFITS OF THE GENETIC RESOURCES THAT ARE THE SUBJECT OF THIS REQUEST.**

Please sign below to indicate acceptance of this page
Applicant Scientist _____
Senior Officer _____

7. **ALL GENOTYPING SERVICES, ANALYSES, INFORMATION AND GENOTYPE DATA PROVIDED TO INSTITUTE PURSUANT TO THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. ALL USE OF SUCH GENOTYPING SERVICES, ANALYSES, INFORMATION AND GENOTYPE DATA IS AT INSTITUTION'S OWN RISK. WITH REGARD TO THE GENOTYPING SERVICES, ANALYSES, INFORMATION AND GENOTYPE DATA PROVIDED PURSUANT TO THIS AGREEMENT, THE FOLLOWING ARE HEREBY DISCLAIMED: ALL EXPRESS OR IMPLIED STANDARDS, GUARANTEES AND WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, PLUS ANY WARRANTY OF ACCURACY OR SUITABILITY OF INFORMATION, AS WELL AS ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE.**
8. **TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER ARISING OUT OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
9. **IN ANY CASE, THE ENTIRE LIABILITY OF CIMMYT UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY INSTITUTE FOR THE GENOTYPING SERVICES IN QUESTION.**
10. **INSTITUTE HEREBY RELEASES, DISCHARGES, HOLDS HARMLESS AND INDEMNIFIES CIMMYT FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES OF ANY 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 USE, INTERPRETATION, OR APPLICATION BY INSTITUTE OR ANY THIRD PARTY OF THE GENOTYPE DATA PRODUCED PURSUANT TO THIS AGREEMENT.**
11. This Agreement, together with the list of Materials and any written agreement signed by the Institute and agreed upon by CIMMYT regarding the amount of fees for services, constitutes the complete, final, and exclusive agreement of the parties concerning their subject and supersedes all earlier oral or written agreements, representations, promises, negotiations and other communications between the parties. This Agreement may only be amended, supplemented, or waived by a later written agreement executed by both parties.
12. The persons signing this Agreement on behalf of Institute represent and warrant that they are duly authorised to submit this Agreement on Institute's behalf and to bind Institute hereto.
13. This Agreement shall be governed by and interpreted in accordance with the UNIDROIT Principles of International Commercial Contracts (2004).
14. If any provision of this Agreement should be construed or held to be void, invalid or unenforceable, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.
15. CIMMYT shall have the right to terminate this Agreement without liability at any time and for any reason by giving written notice of termination and returning to Institute any fee which Institute has paid to CIMMYT pursuant to this Agreement.
16. An e-mail copy of this Agreement and all signatures thereon shall be considered for all purposes as originals.

<p>Please sign below to indicate acceptance of this page</p> <p>Applicant Scientist _____</p> <p>Senior Officer _____</p>
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17. **ALL DISPUTES BETWEEN INSTITUTE AND CIMMYT, WHICH ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING QUESTIONS CONCERNING THE ARBITRABILITY OF ANY DISPUTE), SHALL BE FINALLY SETTLED EXCLUSIVELY THROUGH BINDING ARBITRATION IN THE ENGLISH LANGUAGE IN MEXICO CITY, MEXICO, IN ACCORDANCE WITH THE UNCITRAL ARBITRATION RULES PRESENTLY IN FORCE.**

18. The following paragraphs of this Agreement shall survive the expiration or termination of this Agreement:  
1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, and 17.

Intending to be legally bound, the Institute has caused this Agreement to be executed by a duly-authorized officer of the Institute and the Institute's requesting scientist on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My resulting data should be treated <input type="checkbox"/> confidentially, <input type="checkbox"/> not confidentially (must mark one choice)
Name of Institute:
Address of Institute:
Applicant scientist:
Title:
Signature:
Senior Officer:
Title:
Signature:
Date:

Please return the fully executed Genotyping Service Request Agreement to the GCP via e-mail ([h.gomez@cgiar.org](mailto:h.gomez@cgiar.org)), and send the fully executed original by postal mail or international courier to: María Paula de León, Administrative Coordinator, Generation Challenge Program, Centro Internacional de Mejoramiento de Maíz y Trigo, Km. 45 Carretera México-Veracruz, El Batán, Texcoco 56130, Estado de México, MÉXICO.