



**Republic of Seychelles  
Ministry of Environment & Natural Resources**

**The Principal Secretary (Environment)**

This **AGREEMENT** made on August 18<sup>th</sup> 2005

BETWEEN

**THE GOVERNMENT OF SEYCHELLES**

Hereinafter referred as the "supplier" of the one part,

AND

**DR. J.CRAIG VENTER**

J. Craig Venter Institute  
9704 Medical Centre Drive,  
Rockville  
Maryland20850  
United States of America

Hereinafter referred to as the "recipient" for the second part

FOR

**NON COMMERCIAL  
MATERIAL TRANSFER AND CARRYING OUT RESEARCH IN  
THE SEYCHELLES**

**Introduction**

Seychelles is recognized as a global biodiversity hot spot.

In accordance with Article 15 of the Convention of Biological Diversity (CBD) which the Seychelles ratified in 1992, the Country has sovereign rights over its genetic resources.

**Conditions for Research Approval**

- A. The approved research shall mean the proposal as submitted to the Seychelles Bureau of Standard

- B. The research shall be carried out at no cost to the Seychelles Government
- C. The sampling period shall be between 18 August to 15 of September 2005
- D. The recipient is authorized to collect only surface water samples as specified in the SBS application
- E. There shall be a representative of the Seychelles Government on the Research Vessel during the sampling period at the cost of the recipient
- F. The approval does not preclude the recipient from seeking the necessary permission to access protected area or fisheries Reserves etc. if sampling is undertaken in these areas

### **Material Transfer Agreement**

Upon receiving a water sample, hereinafter referred to as the "material", the Recipient agrees to the following conditions;

#### **1.0 Ownership**

- 1.1 The material accessed by Recipient, and any part, samples or proximate derivatives thereof and related traditional knowledge shall remain the property of Seychelles.
- 1.2 The Recipient, therefore, hereby agrees not to claim ownership over the material, nor to seek Intellectual Property Rights (IPR's) over that material, or its genetic parts or components, in the form received. The recipient also agrees not to seek IPRs over related information received.

#### **2.0 Use of materials**

- 2.1 This material will be used solely for scientific/ genomic research.
- 2.2 Any information generated by research on the material will be made available unsolicited and free of charge to the Government of Seychelles.
- 2.3 No derivatives shall be made from the materials.

#### **3.0 Technology Transfer**

- 3.1 When submitting the reports the Recipient agrees to assist Seychelles with their assessment or interpretation

#### **4.0 Change of Uses**

- 4.1 If the recipient of the material seeks to commercialize that material, or its progeny, or any derivatives or parts thereof, prior informed written consent must first be obtained from the Supplier. Any such commercialisation will be subject to a separate agreement and the recipient shall submit a new proposal to the supplier.
- 4.2 Nothing in this agreement prevents Seychelles from exploiting the materials, the results or any other modifications or derivatives,

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distributing the materials, or other modification or derivatives to any third party, including both profit and non-profit organizations.

## **5.0 Transfer to third party**

- 5.1 The recipient shall not sell, loan or otherwise provide the materials or products derived from it to any subsequent person and or institution (Third party) without prior written authorisation of the Supplier. If such authorisation is received the Recipient agrees to take responsibility in ensuring that the content of this agreement is respected and that the material is used solely for the purposes stipulated and consistent with the agreement contained herein;
- 5.2 The Recipient shall be held liable for the action of the third party
- 5.3 The supplier acknowledges that the materials will be of limited quantity and may be exhausted during the period of research and agrees that the recipient is not required to maintain the materials.
- 5.4 Upon completion of the research the following procedures shall apply to the samples:
  - 5.4.1 The material shall be destroyed.
  - 5.4.2 In the case that the recipient would like to keep reference material, written authorization shall be sought from the supplier.

## **6.0 Publications & data**

- 6.1 The Recipient to stipulate the Country of origin in any publication resulted from research undertaken on the material supplied
- 6.2 The Recipient will publish or publicly disclose genomic data, including a limited and reasonable description, of the material consistent with generally accepted database curation standards
- 6.3 Four copies of any such publications will be lodged with the Department of Environment within three months of the appearance of those publications;
- 6.4 Recipient agrees to communicate promptly and disclose all information, details and data generated by research free of charge to the Supplier in a timely manner. A progress report shall be submitted to the supplier every six months. At the end of the two years and if possibly before the recipient shall provide Supplier with a complete dataset of the results.

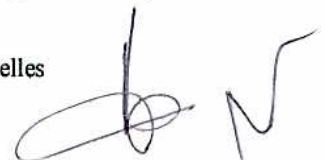
## **7.0 State of materials**

- 7.1 The Supplier shall not be held responsible as to the quality, availability or purity (genetic) of the Material being accessed by the recipient.
- 7.2 **The phytosanitary condition of the material being accessed by Recipient.**

The phytosanitary condition of the material is warranted only as described in any applicable phytosanitary certificate and the supplier shall not be held responsible for any mistakes or false declaration.

## **8.0 Validity and termination of this agreement**

- 8.1 This agreement is valid for a period of two years from the date of signature only. Upon termination or expiration of the agreement, all



remaining samples and specimens of the materials, proximate derivative shall be dealt with according to Section 5.4

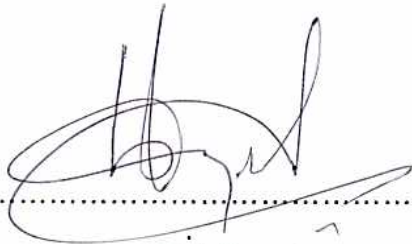
**9.0 Breach of Agreement**

9.1 The supplier reserves its right to seek redress through all means available should there be any breach of this agreement.

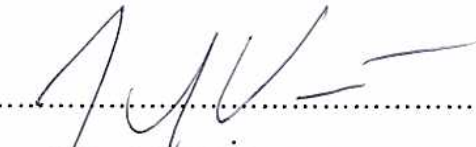
Each signatory to this agreement warrants that he or she has the authority to bind this agreement the party that he or she is stated to represent

Para 1,2,4 and 6 of this MOU shall survive any termination of this MOU

I understand that any material transferred to me, pursuant to this agreement will be subject to the conditions stated above. I hereby wish to confirm that I agree to these conditions.



**Mr. Rolph Payet**  
**Principal Secretary**  
**Nature & Conservation**  
The Supplier



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