

Material Transfer Agreement - model A (ownership with holder; access restricted)

The (name of the institution) maintains a collection of plant genetic resources accessions under a mandate of / in agreement with (mandating authority).

The (name of the institution) seeks to conserve the genetic resources that it maintains and to promote the sustainable utilization and the fair and equitable sharing of the benefits arising out of the utilization of these genetic resources. This agreement aims to contribute to these objectives.

In the interest of keeping the accessions available for future research and utilization, the (name of the institution) declares legal ownership over the accessions held in its collection.

Rules for the future exchange of germplasm for food and agriculture are currently being discussed in the FAO Commission on Plant Genetic Resources, in coordination with the Conference of the Parties to the Convention on Biological Diversity. Depending on the results of these negotiations the contents of this material transfer agreement might be adapted in future to conform to a revision of FAO's International Undertaking on Plant Genetic Resources and/or to internationally agreed standards.

In the meantime, the (name of the institution) grants access to accessions from its collection under the conditions specified below:

The recipient hereby agrees

- not to engage in commercialisation of any product developed from the transferred accession or material that was essentially derived from the accession received unless and until the (name of the institution) grants its permission thereto;
- not to engage in commercialisation of any product developed from the information related to the transferred accession as attached to the transferred accession or available in public databases and information systems;
- not to distribute samples of the transferred accession or material that was essentially derived from the accession received to a third party until and unless the (name of the institution) grants its permission thereto;
- to indemnify the (name of the institution) against any claims arising out of the use of the transferred accession;
- to furnish the (name of the institution) with the relevant performance data produced by the recipient arising from the characterization and evaluation of the accession. Upon request of the recipient these data will only be made publicly available after an embargo period of three years;
- if publications result from the use of the transferred accession or material that was essentially derived from the accession received, to acknowledge the (name of the institution) as the supplier of the accession;
- to send copies of publications or patent application reference numbers citing use of the transferred accession to the (name of the institution);
- to assume full responsibility for complying with the recipient nation's quarantine and biosafety regulations and rules governing the import or release of genetic material.

The phytosanitary condition of the accession is warranted only if and as described in the attached phytosanitary certificate. The (name of the institution) makes no warranties as to the safety or title of the accession, nor as to the accuracy or correctness of any passport or other data provided with the accession. Neither does it make any warranties as to the quality, availability or purity (genetic or mechanical) of the transferred accession.

[The recipient shall defray the expenses for a phytosanitary declaration, if requested.]

In the context of this agreement, the term „material that was essentially derived from the accession received“ has been defined in annex 1.

Samples of the following accession(s) are supplied expressly conditional on acceptance of the terms of this agreement. The recipient's acceptance of the accession(s) constitutes such agreement to the conditions above.

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The (name of the institute) requests the applicant to complete this agreement by authorised signature of ordering institute, corporation or person:

Name of recipient _____

Institution _____

Full address _____

Authorised signature _____ Date _____

Name and title _____

For the (name of the institution),

(position title) _____ Date _____

Material Transfer Agreement - model B (ownership with holder - access open)

The (name of the institution) maintains a collection of plant genetic resources accessions under a mandate of / in agreement with (mandating authority).

The (name of the institution) seeks to conserve the genetic resources that it maintains and to promote the sustainable utilization and the fair and equitable sharing of the benefits arising out of the utilization of these genetic resources. This agreement aims to contribute to these objectives.

In the interest of keeping the accessions available for future research and utilization, the (name of the institution) declares legal ownership over the accessions held in its collection.

Rules for the future exchange of germplasm for food and agriculture are currently being discussed in the FAO Commission on Plant Genetic Resources, in coordination with the Conference of the Parties to the Convention on Biological Diversity. Depending on the results of these negotiations the contents of this material transfer agreement might be adapted in future to conform to a revision of FAO's International Undertaking on Plant Genetic Resources and/or to internationally agreed standards.

In the meantime, the (name of the institution) grants access to accessions from its collection under the conditions specified below:

The recipient hereby agrees

- not to claim ownership nor to seek IPR over the transferred accession or material that was essentially derived from the accession received;
- not to claim ownership nor to seek IPR over information related to the transferred accession as attached to the transferred accession or available in public databases and information systems;
- [to ensure that any subsequent person or institution to whom he/she may make samples of the transferred accession or material that was essentially derived from the accession received available, is bound by the same provisions of this agreement and undertakes to pass on the same obligations to future recipients;] not to distribute samples of the transferred accession or material that was essentially derived from the accession received to a third party until and unless the (name of the institution) grants its permission thereto;
- to indemnify the (name of the institution) against any claims arising out of the use of the transferred accession;
- to furnish the (name of the institution) with the relevant performance data produced by the recipient arising from the characterization and evaluation of the accession. Upon request of the recipient these data will only be made publicly available after an embargo period of three years;
- if publications result from the use of the transferred accession or material that was essentially derived from the accession received, to acknowledge the (name of the institution) as the supplier of the accession;
- to send copies of publications or patent application reference numbers citing use of the transferred accession to the (name of the institution);
- to assume full responsibility for complying with the recipient nation's quarantine and biosafety regulations and rules governing the import or release of genetic material.

The phytosanitary condition of the accession is warranted only if and as described in the attached phytosanitary certificate. The (name of the institution) makes no warranties as to the safety or title of the accession, nor as to the accuracy or correctness of any passport or other data provided with the accession. Neither does it make any warranties as to the quality, availability or purity (genetic or mechanical) of the transferred accession.

[The recipient shall defray the expenses for a phytosanitary declaration, if requested.]

In the context of this agreement, the term „material that was essentially derived from the accession received“ has been defined in annex 1.

Samples of the following accession(s) are supplied expressly conditional on acceptance of the terms of this agreement. The recipient's acceptance of the accession(s) constitutes such agreement to the conditions above.

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The (name of the institute) requests the applicant to complete this agreement by authorised signature of ordering institute, corporation or person:

Name of recipient _____

Institution _____

Full address _____

Authorised signature _____ Date _____

Name and title _____

For the (name of the institution),

(position title) _____ Date _____

Material Transfer Agreement - model C (trusteeship of holder - access open)

The (name of the institution) maintains a collection of plant genetic resources accessions under a mandate of / in agreement with (mandating authority). The (name of the institution) seeks to conserve the genetic resources that it maintains and to promote the sustainable utilization and the fair and equitable sharing of the benefits arising out of the utilization of these genetic resources. This agreement aims to contribute to these objectives.

The (name of the institution) has traditionally adhered to a policy of unrestricted availability of germplasm held in its collection based on the principle of reciprocity.

In the interest of encouraging research and utilization of and yet not hamper further access to and use of the accessions held in its collection, the (name of the institution) holds the accessions in trust [under the terms of an agreement between the (name of the institution or mandating authority) and FAO].

The accession(s) transferred was/were either developed by (name of the institution) or was/were acquired prior to the entry into force of the Convention on Biological Diversity or if acquired after the entering into force of the Convention on Biological Diversity, it/they was/were obtained with the understanding that it/they could be made available for any agricultural research or breeding purposes.

Rules for the future exchange of germplasm for food and agriculture are currently being discussed in the FAO Commission on Plant Genetic Resources, in coordination with the Conference of the Parties to the Convention on Biological Diversity. Depending on the results of these negotiations the contents of this material transfer agreement might be adapted in future to conform to a revision of FAO's International Undertaking on Plant Genetic Resources and/or to internationally agreed standards.

In the meantime, the (name of the institution) grants access to accessions from its collection under the conditions specified below:

The recipient hereby agrees

- not to claim ownership nor to seek IPR over the transferred accession or material that was essentially derived from the accession received;
- not to claim ownership nor to seek IPR over information related to the transferred accession as attached to the transferred accession or available in public databases and information systems;
- [to ensure that any subsequent person or institution to whom he/she may make samples of the transferred accession or material that was essentially derived from the accession received available, is bound by the same provisions of this agreement and undertakes to pass on the same obligations to future recipients;] not to distribute samples of the transferred accession or material that was essentially derived from the accession received to a third party until and unless the (name of the institution) grants its permission thereto;]
- to indemnify the (name of the institution) against any claims arising out of the use of the transferred accession;
- to furnish the (name of the institution) with the relevant performance data produced by the recipient arising from the characterization and evaluation of the accession. Upon request of the recipient these data will only be made publicly available after an embargo period of three years;
- if publications result from the use of the transferred accession or material that was essentially derived from the accession received, to acknowledge the (name of the institution) as the supplier of the accession;
- to send copies of publications or patent application reference numbers citing use of the transferred accession to the (name of the institution);
- to assume full responsibility for complying with the recipient nation's quarantine and biosafety regulations and rules governing the import or release of genetic material.

The phytosanitary condition of the accession is warranted only if and as described in the attached phytosanitary certificate. The (name of the institution) makes no warranties as to the safety or title of

the accession, nor as to the accuracy or correctness of any passport or other data provided with the accession. Neither does it make any warranties as to the quality, availability or purity (genetic or mechanical) of the transferred accession.

[The recipient shall defray the expenses for a phytosanitary declaration, if requested.]

In the context of this agreement, the term „material that was essentially derived from the accession received“ has been defined in annex 1.

Samples of the following accession(s) are supplied expressly conditional on acceptance of the terms of this agreement. The recipient's acceptance of the accession(s) constitutes such agreement to the conditions above.

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The (name of the institute) requests the applicant to complete this agreement by authorised signature of ordering institute, corporation or person:

Name of recipient _____

Institution _____

Full address _____

Authorised signature _____ Date _____

Name and title _____

For the (name of the institution),

(position title) _____ Date _____