



**Food and Agriculture
Organization of the
United Nations**



The International Treaty
**ON PLANT GENETIC RESOURCES
FOR FOOD AND AGRICULTURE**

**INTERNATIONAL TREATY ON PLANT GENETIC RESOURCES
FOR FOOD AND AGRICULTURE**

**NINTH MEETING OF THE AD HOC OPEN-ENDED WORKING GROUP TO
ENHANCE THE FUNCTIONING OF THE MULTILATERAL SYSTEM**

Rome, Italy, 17–21 June 2019

**DRAFT REVISED STANDARD MATERIAL TRANSFER AGREEMENT:
CO-CHAIRS' PROPOSAL TO THE
NINTH MEETING OF THE WORKING GROUP**

Note by the Secretary

1. The Working Group, at its eighth meeting, agreed with the Co-chairs' objective to conduct a transparent and inclusive participatory process in preparing for the ninth meeting of the Working Group. The Co-chairs accordingly decided to convene a series of informal consultations to support the process to enhance the functioning of the Multilateral System, following the request of the Governing Body to the Working Group to take any further initiatives needed within the next intersessional period to conclude its work.

2. At these informal consultations, the Co-chairs received advice on possible elements that the Working Group may want to consider in the process of revising the Standard Material Transfer Agreement (SMTA), in order to reach compromise.

3. Therefore, building on all the efforts made by the Working Group during the last three biennia, considering the submissions received from Contracting Parties and stakeholders and advice by the Standing Group of Legal Experts (SGLE), as well as taking into account the discussions during the informal consultations, the Co-chairs drafted the Co-chairs' proposed draft revised SMTA contained in *Appendix 1*, for the possible consideration of the Working Group.

4. The Co-chairs provide further information and explanations on the options chosen and revisions made, including rationales and reasons behind their proposals, in document IT/OWG-EFMLS-9/19/4 Add.2, *Draft Revised Standard Material Transfer Agreement: Co-chairs' Proposal to the ninth meeting of the Working Group: Explanatory Notes*.

5. The basis for this draft proposal by the Co-chairs is the updated version prepared by the Working Group at its eighth meeting, as contained in the document, IT/OWG-EFMLS-9/19/3, *Draft Revised Standard Material Transfer Agreement: Proposal by the Working Group*. As in previous versions of the draft revised SMTAs proposed by the Co-chairs, changes are indicated as follows:

1. Text deleted is indicated as ~~struck through~~.
2. Text inserted is indicated by double underlining.
3. [Square brackets] indicate either text that has not been agreed, or alternative versions of text.

6. In order to facilitate the discussions and following advice received during the informal consultations, lines in the Co-chairs' proposed draft revised SMTA were numbered, restarting at each page. Given that the lines and text vary in the different language versions, only the English text of this document contains numbered lines.

7. The Working Group previously wished to improve the placement of the Subscription System within the structure of the SMTA, to give the correct prominence to the Subscription System. Article 6.11 had accordingly been placed before Articles 6.7 and 6.8. The Co-chairs followed this approach and did not renumber the Articles, in order to avoid creating undue confusion.

8. A clean version of the Co-chairs' proposed draft revised SMTA is given in *Appendix 2*.

9. The Co-chairs have, in revising the SMTA, endeavoured to reflect the outcomes of the previous meetings of the Working Group as well as inputs and views received through the submissions and during informal consultations in an accurate and balanced manner. That being said, the Co-chairs are solely responsible for the proposals made in this document. Any suggestions or options presented in this document reflect the Co-chairs' understanding of the current state of discussions on the various issues and are without prejudice to any Working Group Member's position on the issues being discussed.

10. The Working Group will continue its deliberations on the basis of the updated version of the draft revised SMTA agreed at its eighth meeting. The Co-chairs' proposed draft revised SMTA is provided as an additional source of information for these deliberations.

APPENDIX I

**[DRAFT REVISED STANDARD MATERIAL TRANSFER AGREEMENT:
CO-CHAIRS' PROPOSAL**

1 **PREAMBLE**

2
3 **WHEREAS**

4
5 The International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter
6 referred to as “the **Treaty**”¹) was adopted by the Thirty-first session of the FAO Conference on
7 3 November 2001 and entered into force on 29 June 2004;

8
9 The objectives of the **Treaty** are the conservation and sustainable use of **Plant Genetic**
10 **Resources for Food and Agriculture** and the fair and equitable sharing of the benefits arising
11 out of their use, in harmony with the Convention on Biological Diversity, for sustainable
12 agriculture and food security;

13
14 The Contracting Parties to the **Treaty**, in the exercise of their sovereign rights over their **Plant**
15 **Genetic Resources for Food and Agriculture**, have established a **Multilateral System** both to
16 facilitate access to **Plant Genetic Resources for Food and Agriculture** and to share, in a fair
17 and equitable way, the benefits arising from the utilization of these resources, on a
18 complementary and mutually reinforcing basis;

19
20 Articles 4, 11, 12.4 and 12.5 of the **Treaty** are borne in mind;

21
22 The diversity of the legal systems of the Contracting Parties with respect to their national
23 procedural rules governing access to courts and to arbitration, and the obligations arising from
24 international and regional conventions applicable to these procedural rules, are recognized;

25
26 Article 12.4 of the **Treaty** provides that facilitated access under the **Multilateral System** shall be
27 provided pursuant to a Standard Material Transfer Agreement, and the **Governing Body** of the
28 **Treaty**, in its Resolution 1/2006 of 16 June 2006, adopted the Standard Material Transfer
29 Agreement, which in Resolution XX/2017⁹ of XX ~~October~~ November 2017⁹ it decided to amend.

¹Defined terms have, for clarity, been put in bold throughout.

ARTICLE 1 — PARTIES TO THE AGREEMENT

1.1 The present Standard Material Transfer Agreement (hereinafter referred to as “**this Agreement**”) is the Standard Material Transfer Agreement referred to in Article 12.4 of the **Treaty**.

1.2 **This Agreement** is:

BETWEEN: (*name and address of the provider or providing institution, name of authorized official, contact information for authorized official**) (hereinafter referred to as “the **Provider**”),

AND: (*name and address of the recipient or recipient institution, name of authorized official, contact information for authorized official**) (hereinafter referred to as “the **Recipient**”).

1.3 The parties to **this Agreement** hereby agree as follows:

ARTICLE 2 — DEFINITIONS

In **this Agreement** the expressions set out below shall have the following meaning:

“**Available without restriction**”: a **Product** is considered to be available without restriction to others for further research and breeding when it is available for research and breeding without any legal or contractual obligations, or technological restrictions, that would preclude using it in the manner specified in the **Treaty**.

“**Genetic material**” means any material of plant origin, including reproductive and vegetative propagating material, containing functional units of heredity.

“**Governing Body**” means the **Governing Body** of the **Treaty**.

“**Multilateral System**” means the **Multilateral System** established under Article 10.2 of the **Treaty**.

“**Plant Genetic Resources for Food and Agriculture**” means any **genetic material** of plant origin of actual or potential value for food and agriculture.

“**Plant Genetic Resources for Food and Agriculture under Development**” means material derived from the **Material**, and hence distinct from it, that is not yet ready for **commercialization** and which the developer intends to further develop or to transfer to another person or entity for further development. The period of development for the **Plant Genetic Resources for Food and Agriculture under Development** shall be deemed to have ceased when those resources are **commercialized** as a **Product**.

* *Insert as necessary. Not applicable for shrink-wrap and click-wrap Standard Material Transfer Agreements.*

A “shrink-wrap” Standard Material Transfer Agreement is where a copy of the Standard Material Transfer Agreement is included in the packaging of the **Material**, and the **Recipient’s** acceptance of the **Material** constitutes acceptance of the terms and conditions of the Standard Material Transfer Agreement.

A “click-wrap” Standard Material Transfer Agreement is where the agreement is concluded on the internet and the **Recipient** accepts the terms and conditions of the Standard Material Transfer Agreement by clicking on the appropriate icon on the website or in the electronic version of the Standard Material Transfer Agreement, as appropriate.

1 **“Product”** means **Plant Genetic Resources for Food and Agriculture** that incorporate² the
 2 **Material** or any of its genetic parts or components that are ready for **commercialization**,
 3 excluding commodities and other products used for food, feed and processing.

4
 5 **[“Sales”** means the gross income resulting from the **commercialization** of a **Product** or
 6 **Products**, by the **Recipient**, its affiliates, contractors, licensees and lessees.]

7 [ALT “Sales” means the gross income received by the **Recipient** and its affiliates in the form of
 8 license fees and from **commercialization**.]

9
 10 **[“To commercialize”** means to sell a **Product** or **Products** for monetary consideration on the
 11 open market, and “**commercialization**” has a corresponding meaning. **Commercialization** shall
 12 not include any form of transfer of **Plant Genetic Resources for Food and Agriculture under**
 13 **Development**.]

14 [ALT “To commercialize” means to exchange **Plant Genetic Resources for Food and**
 15 **Agriculture** for monetary consideration on the open market, and “**commercialization**” has a
 16 corresponding meaning. **Commercialization** shall not include any form of transfer of **Plant**
 17 **Genetic Resources for Food and Agriculture under Development**, nor shall it include the sale
 18 of commodities and other products used for food, feed and processing.]

21 **ARTICLE 3 — SUBJECT MATTER OF THE MATERIAL TRANSFER AGREEMENT**

22
 23 The **Plant Genetic Resources for Food and Agriculture** specified in *Annex 1* to **this**
 24 **Agreement** (hereinafter referred to as the “**Material**”) and the available related information
 25 referred to in Article 5b and in *Annex 1* are hereby transferred from the **Provider** to the **Recipient**
 26 subject to the terms and conditions set out in **this Agreement**.

29 **ARTICLE 4 — GENERAL PROVISIONS**

30
 31 4.1 **This Agreement** is entered into within the framework of the **Multilateral System** and
 32 shall be implemented and interpreted in accordance with the objectives and provisions of the
 33 **Treaty**.

34
 35 4.2 The parties recognize that they are subject to the applicable legal measures and
 36 procedures, that have been adopted by the Contracting Parties to the **Treaty**, in conformity with
 37 the **Treaty**, in particular those taken in conformity with Articles 4, 12.2 and 12.5 of the **Treaty**.³

38
 39 4.3 The parties to **this Agreement** agree that the Food and Agriculture Organization of the
 40 United Nations acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral**
 41 **System**, is the third party beneficiary under **this Agreement**.

42
 43 4.4 The third party beneficiary has the right to request the appropriate information as required
 44 in Articles 5e, 6.5c, 8.3, *Annex 2*, ~~[OPTION 1 paragraph 5]~~/~~[OPTION 2 paragraph 3]~~, and
 45 *Annex 3*, Articles 3.3 and 3.5, to **this Agreement**.

46
 47 4.5 The rights granted to the Food and Agriculture Organization of the United Nations above
 48 do not prevent the **Provider** and the **Recipient** from exercising their rights under **this**
 49 **Agreement**.

50

² As evidenced, for example, by pedigree or notation of gene insertion.

³ In the case of the International Agricultural Research Centres of the Consultative Group on International Agricultural Research (CGIAR) and other international institutions, the Agreement between the **Governing Body** and the CGIAR Centres ~~and~~or other relevant institutions will be applicable.

1
2 **ARTICLE 5 — RIGHTS AND OBLIGATIONS OF THE PROVIDER**
3

4 The **Provider** undertakes that the **Material** is transferred in accordance with the following
5 provisions of the **Treaty**:
6

- 7 a) Access shall be accorded expeditiously, without the need to track individual
8 accessions and free of charge, or, when a fee is charged, it shall not exceed the
9 minimal cost involved;
10
11 b) All available passport data and, subject to applicable law, any other associated
12 available non-confidential descriptive information, shall be made available with the
13 **Plant Genetic Resources for Food and Agriculture** provided;
14
15 c) Access to **Plant Genetic Resources for Food and Agriculture under**
16 **Development**, including material being developed by farmers, shall be at the
17 discretion of its developer, during the period of its development;
18
19 d) Access to **Plant Genetic Resources for Food and Agriculture** protected by
20 intellectual and other property rights shall be consistent with relevant international
21 agreements, and with relevant national laws;
22
23 e) The **Provider** shall inform the **Governing Body** at least once every two calendar
24 years, or within an interval that shall be, from time to time, decided by the
25 **Governing Body**, about the Material Transfer Agreements entered into,⁴
26

27 either by:

28
29 Option A: Transmitting a copy of the completed Standard Material Transfer
30 Agreement,⁵

31 or

32
33 Option B: In the event that a copy of the Standard Material Transfer Agreement is
34 not transmitted,

- 35 i. ensuring that the completed Standard Material Transfer Agreement is at
36 the disposal of the third party beneficiary as and when needed;
37
38 ii. stating where the Standard Material Transfer Agreement in question is
39 stored, and how it may be obtained; and
iii. providing the following information:

⁴ This information should be submitted by the Provider to:

The Secretary
International Treaty on Plant Genetic Resources for Food and Agriculture
Food and Agriculture Organization of the United Nations
I-00153 Rome, Italy
Email: ITPGRFA-Secretary@FAO.org

or through EasySMTA: <https://mls.planttreaty.org/itt/>.

⁵ In the event that the copy of the completed Standard Material Transfer Agreement that is transmitted is shrink-wrap, in accordance with Article 10, Option 2 of the **SMTA Standard Material Transfer Agreement**, the **Provider** shall also include information as to (a) the date on which the shipment was sent, and (b) the name of the person to whom the shipment was sent.

- 1 a) The identifying symbol or number attributed to the Standard Material
2 Transfer Agreement by the **Provider**;
- 3 b) The name and address of the **Provider**;
- 4 c) The date on which the **Provider** agreed to or accepted the Standard
5 Material Transfer Agreement, and in the case of shrink-wrap, the date
6 on which the shipment was sent;
- 7 d) The name and address of the **Recipient**, and in the case of a shrink-
8 wrap agreement, the name of the person to whom the shipment was
9 made;
- 10 e) The identification of each accession in Annex 1 to the Standard
11 Material Transfer Agreement, and of the crop to which it belongs.

12
13 This information shall be made available by the **Governing Body** to the third party
14 beneficiary.
15

16 17 **ARTICLE 6 — RIGHTS AND OBLIGATIONS OF THE RECIPIENT**

18
19 6.1 The **Recipient** undertakes that the **Material** shall be used or conserved only for the
20 purposes of research, breeding and training for food and agriculture. Such purposes shall not
21 include chemical, pharmaceutical and/or other non-food/feed industrial uses.

22 ~~{6.1bis If the **Recipient** uses the **Material** for any of these prohibited uses, a lower court in the
23 country of origin of the **Material** may, on presentation of *prima facie* evidence of such illegal use,
24 award damages against the **Recipient** to the value of USD25 million or ten times the **Recipient**'s
25 annual turnover, whichever is higher. The **Recipient** agrees that it shall not oppose enforcement of
26 such damage by a competent court in the jurisdiction, where its main business identity is registered.}~~

27
28 6.2 The **Recipient** shall not claim any intellectual property or other rights that limit the
29 facilitated access to the **Material** provided under **this Agreement**, or its genetic parts or
30 components, in the form received from the **Multilateral System**.

31 ~~{6.2 — The **Recipient** shall not claim any intellectual property or other rights that limit the
32 facilitated access to the **Material** provided under **this Agreement**, or its genetic parts or
33 components, in the form received from the **Multilateral System**, or that limit Farmers' Rights to
34 save, use, exchange and sell seed and propagating material of the provided **Material**.}~~

35 ~~{6.2bis If the **Recipient** claims any such IP or other rights in contravention of this clause, a lower
36 court in the country of origin of the **Material** may on presentation of *prima facie* evidence of
37 such claims award damages against the **Recipient** to the value of USD25 million or ten times the
38 **Recipient**'s annual turnover, whichever is higher, and declare the IP or other right forfeited to the
39 country of origin.}~~

40
41 6.3 In the case that the **Recipient** conserves the **Material** supplied, the **Recipient** shall make
42 the **Material**, and the related information referred to in Article 5b, available to the **Multilateral**
43 **System** using the Standard Material Transfer Agreement.
44

45 6.4 In the case that the **Recipient** transfers the **Material** supplied under **this Agreement** to
46 another person or entity (hereinafter referred to as “the **subsequent recipient**”), the **Recipient**
47 shall

- 48
- 49 a) do so under the terms and conditions of the Standard Material Transfer Agreement,
50 through a new Standard Material Transfer Agreement; and
51
- 52 b) notify the **Governing Body**, in accordance with Article 5e.

1
2 On compliance with the above, the **Recipient** shall have no further obligations regarding the actions
3 of the **subsequent recipient**.

4
5 6.5 In the case that the **Recipient** transfers a **Plant Genetic Resource for Food and**
6 **Agriculture under Development** to another person or entity, the **Recipient** shall, until a period
7 of [x] years after signing or accepting of **this Agreement** has lapsed:

- 8
9 a) do so under the terms and conditions of the Standard Material Transfer Agreement,
10 through a new Standard Material Transfer Agreement, provided that Article 5a of
11 the Standard Material Transfer Agreement shall not apply;
- 12
13 b) identify, in Annex 1 to the new Standard Material Transfer Agreement, the
14 **Material** received from the **Multilateral System**, and specify that the **Plant Genetic**
15 **Resources for Food and Agriculture under Development** being transferred are
16 derived from the **Material**;
- 17
18 c) notify the **Governing Body**, in accordance with Article 5e; and
- 19
20 d) have no further obligations regarding the actions of any **subsequent recipient**.

- 21
22 e) [The obligations in this Article 6.5 do not apply to **Plant Genetic Resources for**
23 **Food and Agriculture under Development**, of which the theoretical proportion
24 of germplasm from the **Material** is sufficiently low, because at least five
25 generations of crossing have been made which contain a genetic contribution of
26 less than [25%] by pedigree of the **Material** or do not contain a trait of
27 commercial value [that originated from][that was contained in] the **Material**.]

28
29 6.6 Entering into a Standard Material Transfer Agreement under paragraph 6.5 shall be
30 without prejudice to the right of the parties to attach additional conditions, relating to further
31 product development, including, as appropriate, the payment of monetary consideration.

32
33 ~~{6.11 The **Recipient**, by signing **this Agreement**, agrees to be bound by the terms and~~
34 ~~conditions of the **Subscription System**, as set out in *Annex 3* of **this Agreement**, which~~
35 ~~constitute and integral part of **this Agreement**. Any reference to **this Agreement** shall be~~
36 ~~understood, where the context permits and *mutatis mutandis*, to also include *Annex 3*.}~~

37
38 OR

39
40 ~~{6.11 The **Recipient** may opt at the time of signing of **this Agreement** or at the time of~~
41 ~~acceptance of **this Agreement**, opt for the **Subscription System**, as set out in *Annex 3* to **this**~~
42 ~~**Agreement**, by returning the **Registration Form** contained in *Annex 4* to **this Agreement**, duly~~
43 ~~completed and signed, to the **Governing Body** of the **Treaty**, through its Secretary, ~~or by~~~~
44 ~~signifying acceptance through EasySMTA} (“**Subscription**”). ~~{If the **Registration Form** is not~~~~
45 ~~returned received by to the Secretary, ~~for acceptance not signified through EasySMTA~~, within this~~
46 ~~period, the modality of payment specified in Articles 6.7 and 6.8 will apply}, unless the **Recipient**~~
47 ~~has already opted for the **Subscription System** earlier is a **Subscriber** under the **Subscription**~~
48 ~~**Terms**.}~~

49
50 ~~{6.11bis Should the **Recipient** opt for the **Subscription System**, the terms and conditions of the~~
51 ~~**Subscription System**, as set out in *Annex 3* to **this Agreement**, apply. In this case, *Annex 3* to **this**~~
52 ~~**Agreement** constitutes an integral part of **this Agreement** and any reference to **this Agreement**~~
53 ~~shall be understood, where the context permits and *mutatis mutandis*, to also include *Annex 3*.}~~

54

1 6.11ter By opting for the **Subscription System**, the **Recipient**, as **Subscriber**, shall have no
2 payment obligations with regard to the **Material** received, during the term of the **Subscription**,
3 and the **Product** that incorporates the **Material**, other than the payment obligations provided for
4 under the **Subscription System**.

5
6 {6.7 In the case that the **Recipient** or any of its affiliates **commercializes** a **Product** that is a
7 **Plant Genetic Resource for Food and Agriculture** and that incorporates **Material** as referred to
8 in Article 3 of **this Agreement**, and where such **Product** is **not available without restriction** to
9 others for further research and breeding, the **Recipient** shall pay ~~{for a period of [x] years}~~, for the
10 period for which the restriction is applicable, a fixed percentage of the **[Sales]** of the
11 **commercialized Product** into the mechanism established by the **Governing Body** for this
12 purpose, in accordance with *Annex 2* [OPTION 1] to **this Agreement**.

13 6.8 In the case that the **Recipient** or any of its affiliates **commercializes** a **Product** that is a
14 **Plant Genetic Resource for Food and Agriculture** and that incorporates **Material** as referred to
15 in Article 3 of **this Agreement** and where that **Product** is **available without restriction** to others
16 for further research and breeding, the **Recipient** shall pay ~~{for a period of [x] years}~~ a ~~{lower}~~
17 fixed percentage of the **[Sales]** of the **commercialized Product** into the mechanism established
18 by the **Governing Body** for this purpose, in accordance with *Annex 2* ~~{OPTION 1}~~ to **this**
19 **Agreement**.}

20
21 OR

22
23 [[6.7 In the case that the **Recipient** **commercializes** a **Product** that is a **Plant Genetic**
24 **Resource for Food and Agriculture** and that incorporates **Material** as referred to in Article 3 of
25 **this Agreement**, and where such **Product** is **not available without restriction** to others for
26 further research and breeding, the **Recipient** shall pay [, for a period of 20 years,] a fixed
27 percentage of the **Sales** of the **commercialized Product** into the mechanism established by the
28 **Governing Body** for this purpose, in accordance with *Annex 2* [OPTION 2] to **this Agreement**.]

29
30 [6.8 In the case that the **Recipient** **commercializes** a **Product** that is a **Plant Genetic**
31 **Resource for Food and Agriculture** and that incorporates **Material** as referred to in Article 3 of
32 **this Agreement** and where that **Product** is **available without restriction** to others for further
33 research and breeding, the **Recipient** is encouraged to make voluntary payments into the
34 mechanism established by the **Governing Body** for this purpose in accordance with *Annex 2*
35 [OPTION 2] to **this Agreement**.]

36
37
38 {6.9 The **Recipient** shall make available to the **Multilateral System**, through the information
39 system provided for in Article 17 of the **Treaty**, all non-confidential information that results from
40 research and development carried out on the **Material**, and is encouraged to share through the
41 **Multilateral System** non-monetary benefits expressly identified in Article 13.2 of the **Treaty**
42 that result from such research and development. ~~After the expiry or abandonment of the~~
43 ~~protection period of an intellectual property right on a **Product** that incorporates the **Material**,~~
44 ~~{The **Recipient** is encouraged to place a sample of this any Product that incorporates the~~
45 **Material** into a collection that is part of the **Multilateral System**, for research and breeding.}

46
47 [6.10 A **Recipient** who obtains intellectual property rights on any **Products** developed from
48 the **Material** or its components, obtained from the **Multilateral System**, and assigns such
49 intellectual property rights to a third party, shall transfer the benefit-sharing obligations of **this**
50 **Agreement** to that third party.]

51
52 [6.10 ALT A **Recipient** who applied for or obtains an intellectual property right on any **Products**
53 developed from the **Material** or its components, shall only assign any such application or

1 intellectual property right to a third party, after such party has accepted the benefit-sharing
 2 obligations of **this Agreement**.]
 3

4 [Article XX: The following users will be exempt of the obligations stipulated in article XX:

5 a) Family farmers

6 b) Indigenous peoples who in the context of family farm practices or in a traditional
 7 comunitary agricultural environment, exchange or sell seeds among them.

8 c) Small plant breeding companies

9 d) Public institutions.]
 10

11 [6.8 bis. When the payment is made by a Recipient located in the territory of a Contracting
 12 Party that is a developing country or in the territory of a Contracting Party with an economy
 13 in transition, or when the payment made by a Recipient has been calculated according to the
 14 Article 6.8 of the SMTA based on the accounting records of the Recipient in the territory of
 15 a Contracting Party that is a developing country or in the territory of a Contracting Party with
 16 an economy in transition, the 80% of the amount effectively transferred into the mechanism
 17 established by the Governing Body will be immediately allocated to finance projects for the
 18 implementation of the International Treaty in the territory of the Contracting Party that is a
 19 developing country or in the territory of the Contracting Party with economy in transition,
 20 from which the deposited funds come. These funds will be administered by the Application
 21 Authority designated by each Contracting Party to these purpose, together with FAO. The
 22 evolution of the projects will be informed to the Committee on the Funding Strategy and
 23 Resource Mobilization, which will regularly report to the Governing Body.]
 24
 25
 26

27 **ARTICLE 7 — APPLICABLE LAW**

28
 29 The applicable law shall be the General Principles of Law, including the UNIDROIT Principles
 30 of International Commercial Contracts ~~2010~~ 2016 and as subsequently updated, the objectives
 31 and the relevant provisions of the **Treaty**, and, when necessary for interpretation, the decisions of
 32 the **Governing Body**.
 33
 34

35 **ARTICLE 8 — DISPUTE SETTLEMENT**

36
 37 8.1 Dispute settlement may be initiated by the **Provider** or the **Recipient** or the third party
 38 beneficiary acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**.
 39

40 8.2 The parties to **this Agreement** agree that the Food and Agriculture Organization of the
 41 United Nations, representing the **Governing Body** and the **Multilateral System**, has the right, as
 42 a third party beneficiary, to initiate dispute settlement procedures regarding rights and obligations
 43 of the **Provider** and the **Recipient** under **this Agreement**.
 44

45 8.3 The third party beneficiary has the right to request that the appropriate information,
 46 including samples as necessary, be made available by the **Provider** and the **Recipient**, regarding
 47 their obligations in the context of **this Agreement**. Any information or samples so requested shall
 48 be provided by the **Provider** and the **Recipient**, as the case may be.
 49

50 8.4 Any dispute arising from **this Agreement** shall be resolved in the following manner:

- 51
 52 a) Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute
 53 by negotiation.
 54

- 1 b) Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation
2 through a neutral third party mediator, to be mutually agreed.
3
- 4 c) Arbitration: If the dispute has not been settled by negotiation or mediation, any party may
5 submit the dispute for arbitration under the Arbitration Rules of an international body as
6 agreed by the parties to the dispute. Failing such agreement, the dispute shall be finally
7 settled under the Rules of Arbitration of the International Chamber of Commerce, by one
8 or more arbitrators appointed in accordance with the said Rules. Either party to the
9 dispute may, if it so chooses, appoint its arbitrator from such list of experts as the
10 Governing Body may establish for this purpose; both parties, or the arbitrators appointed
11 by them, may agree to appoint a sole arbitrator, or presiding arbitrator as the case may be,
12 from such list of experts. The result of such arbitration shall be binding.
- 13
- 14 d) [Article 12.5 of the Treaty.]
15
16

17 ARTICLE 9 — ADDITIONAL ITEMS

18 Warranty

19

20

21 9.1 The **Provider** makes no warranties in **this Agreement** as to the safety of or title to the
22 **Material**, nor as to the accuracy or correctness of any passport or other data provided with the
23 **Material**. Neither does it make any warranties as to the quality, viability, or purity (genetic or
24 mechanical) of the **Material** being furnished. The phytosanitary condition of the **Material** is
25 warranted only as described in any attached phytosanitary certificate. The **Recipient** assumes full
26 responsibility for complying with the recipient nation's quarantine, invasive alien species and
27 biosafety regulations and rules as to import or release of **genetic material**.
28

29 ~~Duration of and Termination of Withdrawal from this Agreement~~

30

31 ~~9.2 The **Recipient** may ~~terminate~~ withdraw from **this Agreement** upon six months written~~
32 ~~notice to the **Governing Body** through its Secretary, not less than ~~{XX}~~ [thirty][ten] years from~~
33 ~~the date of signing of **this Agreement** by the **Provider** or the **Recipient**, whichever date is later,~~
34 ~~or from the date of acceptance of **this Agreement** by the **Recipient**.~~

35 ~~9.3 In the case that the **Recipient** has begun before ~~termination~~ withdrawal to **commercialize**~~
36 ~~a **Product**, in respect of which payment is due in accordance with Articles 6.7 and 6.8 and~~
37 ~~*Annex 2* of **this Agreement**, such payment shall continue while that **Product** is **commercialized**~~
38 ~~and in accordance with the terms of Articles 6.7 and 6.8 and *Annex 2* of **this Agreement**.~~

39 ~~9.4 ~~In case of termination of~~ Upon withdrawal from **this Agreement**, the **Recipient** shall no~~
40 ~~longer be allowed to use or transfer the **Material** and shall offer to return it to the **Provider**. If~~
41 ~~this is not possible or the **Provider** declines the offer, the **Recipient** shall transfer the **Material** to~~
42 ~~an international institution that has signed an agreement with the **Governing Body** under Article~~
43 ~~15 of the **Treaty**. In case the **Recipient** still has any **Material** in its possession, the **Recipient**~~
44 ~~shall contact the **Provider** or any other designated MLS provider to effect the return or transfer of~~
45 ~~the possession of the **Material**. Termination of **this Agreement** shall not affect the rights and~~
46 ~~obligations of the **Recipient** with regard to both the **Plant Genetic Resources for Food and**~~
47 ~~**Agriculture under Development** as well as the **Products**. Articles [6.1, 6.2, 6.5, 6.6, 6.7, 6.8,~~
48 ~~6.9 and 6.10] shall therefore, even after **this Agreement** has been terminated, remain applicable~~
49 ~~for an indefinite period of time, unless the specific Article itself mentions a limited period of~~
50 ~~applicability.]~~

1 ~~{9.4bis Notwithstanding the above, only Articles 4, {6.1.}, {6.2}, 6.9, 6.10 and 8 {...} of this~~
2 ~~**Agreement** shall continue to apply after the withdrawal has taken effect.}~~

3
4 ~~**{Amendments to this Agreement the Standard Material Transfer Agreement}**~~

5 {9.5 If the **Governing Body** decides to amend the terms and conditions of the Standard
6 Material Transfer Agreement, such amendments shall only affect subsequently signed Standard
7 Material Transfer Agreements. **This Agreement** shall remain unchanged, unless the **Recipient**
8 explicitly agrees in writing with the ~~proposed~~ amendments.}

9 ~~{9.6 **This Agreement** shall remain in force so long as the **Treaty** remains in force.}~~

10
11
12 **ARTICLE 10 — SIGNATURE/ACCEPTANCE**

13
14 The **Provider** and the **Recipient** may choose the method of acceptance unless either party
15 requires **this Agreement** to be signed.

16
17
18
19 **Option 1 –Signature***

20
21 I, (*Full Name of Authorized Official*), represent and warrant that I have the authority to
22 execute **this Agreement** on behalf of the **Provider** and acknowledge my institution’s
23 responsibility and obligation to abide by the provisions of **this Agreement**, both by letter
24 and in principle, in order to promote the conservation and sustainable use of **Plant Genetic**
25 **Resources for Food and Agriculture**.

26
27 I understand and and expressly agree that the third party beneficiary shall have the rights
28 provided in Articles 4 and 8 of **this Agreement**.

29
30 (Only for Subscribers) I hereby declare that the **Recipient’s Sales** do not exceed
31 US\$ [xx] in accordance with *Annex 3*, Article 3.3. The **Recipient** commits to making
32 annual payments and submit annual reports as of the time that its **Sales** exceed US\$ [xx].
33 The right of the third party beneficiary to request the appropriate information in accordance
34 with Article 4.4 of **this Agreement** is understood and expressly acknowledged.

35
36 Signature..... Date.....

37
38 Name of the **Provider**

39
40
41 I, (*Full Name of Authorized Official*), represent and warrant that I have the authority to
42 execute **this Agreement** on behalf of the **Recipient** and acknowledge my institution’s
43 responsibility and obligation to abide by the provisions of **this Agreement**, both by letter
44 and in principle, in order to promote the conservation and sustainable use of **Plant Genetic**
45 **Resources for Food and Agriculture**.

46

* Where the **Provider** chooses signature, only the wording in Option 1 will appear in the Standard Material Transfer Agreement. Similarly where the **Provider** chooses either shrink-wrap or click-wrap, only the wording in Option 2 or Option 3, as appropriate, will appear in the Standard Material Transfer Agreement. Where the “click-wrap” form is chosen, the **Material** should also be accompanied by a written copy of the Standard Material Transfer Agreement.

1 I understand and and expressly agree that the third party beneficiary shall have the rights
2 provided in Articles 4 and 8 of **this Agreement**.

3
4 (Only for Subscribers) I hereby declare that the **Recipient’s Sales** do not exceed
5 US\$ [xx] in accordance with *Annex 3*, Article 3.3. The **Recipient** commits to making
6 annual payments and submit annual reports as of the time that its **Sales** exceed US\$ [xx].
7 The right of the third party beneficiary to request the appropriate information in accordance
8 with Article 4.4 of **this Agreement** is understood and expressly acknowledged.

9
10 Signature..... Date.....

11
12 Name of the **Recipient**.....

13
14
15
16 **Option 2 – Shrink-wrap Standard Material Transfer Agreements***

17
18 The **Material** is provided conditional on acceptance of the terms of **this Agreement**. The
19 provision of the **Material** by the **Provider** and the **Recipient’s** acceptance and use of the
20 **Material** constitutes acceptance of the terms of **this Agreement**.

21
22 The **Recipient** understands and and expressly agrees that the third party beneficiary shall
23 have the rights provided in Articles 4 and 8 of **this Agreement**.

24
25 (Only for Subscribers) If the **Recipient** is a Subscriber and its **Sales** do not exceed US\$
26 [xx], it shall submit the following statement in writing and duly signed to the **Governing**
27 **Body** through its Secretary, or otherwise the exemption provided in *Annex 3*, Article 3.3
28 does not apply: “I hereby declare that the **Recipient’s Sales** do not exceed US\$ [xx] in
29 accordance with *Annex 3*, Article 3.3. The **Recipient** commits to making annual payments
30 and submit annual reports as of the time that its **Sales** exceed US\$ [xx]. The right of the
31 third party beneficiary to request the appropriate information in accordance with Article 4.4
32 of **this Agreement** is understood and expressly acknowledged.”

33
34
35 **Option 3 – Click-wrap Standard Material Transfer Agreement***

- 36
37 I hereby agree to the above conditions.
38
39 I understand and and expressly agree that the third party beneficiary shall have
40 the rights provided in Articles 4 and 8 of **this Agreement**.
41
42 (Only for Subscribers) I hereby declare that the **Recipient’s Sales** do not exceed
43 US\$ [xx] in accordance with *Annex 3*, Article 3.3. The **Recipient** commits to
44 making annual payments and submit annual reports as of the time that its **Sales**
45 exceed US\$ [xx]. The right of the third party beneficiary to request the
46 appropriate information in accordance with Article 4.4 of **this Agreement** is
47 understood and expressly acknowledged.

48
49
50
51
52
53
54 * Where the **Provider** chooses signature, only the wording in Option 1 will appear in the Standard Material
55 Transfer Agreement. Similarly where the **Provider** chooses either shrink-wrap or click-wrap, only the

- 1 wording in Option 2 or Option 3, as appropriate, will appear in the Standard Material Transfer Agreement.
- 2 Where the “click-wrap” form is chosen, the **Material** should also be accompanied by a written copy of the
- 3 Standard Material Transfer Agreement.

Annex 1

LIST OF MATERIALS PROVIDED

This *Annex* lists the **Material and/or Plant Genetic Resources for Food and Agriculture under Development** provided under **this Agreement**, including the associated information referred to in Article 5b.

The following information is included, or the source indicated from which it may be obtained, for each **Material and/or Plant Genetic Resources for Food and Agriculture under Development** listed: all available passport data and, subject to domestic, or other, relevant applicable law, any other associated, available, non-confidential descriptive information.

Table A

Materials:

Crop:	
Accession number or other identifier	Associated information, if available, or source from which it may be obtained (URL)

Table B

Materials that are Plant Genetic Resources for Food and Agriculture under Development:

Crop:	
Accession number or other identifier	Associated information, if available, or source from which it may be obtained (URL)

In accordance with Article 6.5b, the following information is provided regarding the materials received under an SMTA or which were brought into the **Multilateral System** by an agreement pursuant to Article 15 of the **Treaty**, from which the **Plant Genetic Resources for Food and Agriculture under Development** listed in Table B are derived:

Crop:	
Accession number or other identifier	Associated information, if available, or source from which it may be obtained (URL)

Annex 2

OPTION 1

NB: THIS OPTION RELATES TO THE FIRST ALTERNATIVE OF ARTICLES 6.7 AND 6.8 IN THE BODY OF THE SMTA

[RATE AND MODALITIES OF PAYMENT UNDER ARTICLES 6.7 AND 6.8 OF THIS AGREEMENT]

[Terms and conditions of the “single access option” (Articles 6.7 and 6.8)]

1. If a **Recipient**, ~~or any of its affiliates, contractors, licensees, and lessees,~~ **commercializes** a **Product** or **Products** that are not **available without restriction** to others for further research and breeding in accordance with Article 2 of **this Agreement**, ~~then,~~ the **Recipient** shall pay each year [one point-one percent (1.1 %) of the annual Sales of the **Product** or **Products** less thirty percent (30%)] [~~{yy} percent (yy %) of the annual Sales of the Product or Products~~].

2. If a **Recipient**, ~~or any of its affiliates, contractors, licensees, and lessees,~~ **commercializes** a **Product** or **Products** that are **available without restriction** to others for further research and breeding in accordance with Article 2 of **this Agreement**, ~~then,~~ the **Recipient** shall pay each year [xx] percent ([xx] %) of the annual Sales of the **Product** or **Products** [~~less thirty percent (30%)~~].

3. No payment shall be due from the **Recipient** when the **Product** or **Products**:

(a) have been purchased or otherwise obtained from another person or entity who has already made payment on the **Product** or **Products**;

(b) are sold or traded as a commodity; or

(c) ~~{PROPOSAL BY NORTH AMERICA}~~ consist of at least 25% of the **Material** or contain a trait of commercial value that originated from the **Material** contain a genetic contribution of less than [25] % by pedigree of the **Material** accessed from the **Multilateral System** [and/or] do not contain a trait of [significant] commercial value that [originated from][was contained in] the **Material** accessed from the **Multilateral System**.

[(d) do not limit any rights that farmers have to save, use, exchange and sell farm-saved seed/propagating material.]

4. Where a **Product** contains a **Plant Genetic Resource for Food and Agriculture** accessed from the **Multilateral System** under two or more material transfer agreements based on the Standard Material Transfer Agreement only one payment shall be required under paragraphs 1 and 2 above.

5. The **Recipient** shall submit to the **Governing Body**, within sixty (60) days after closure of accounts each financial year, an ~~audited~~ annual report setting forth:

(a) the **Sales** of the **Product** or **Products** by the **Recipient**, and any of its affiliates, contractors, licensees and lessees, for the twelve (12) month period preceding the annual closure of accounts;

(b) the amount of the payment due; ~~and~~

(c) information that allows for the identification of the applicable payment rate or

1 rates; and

2 (d) the source of the verifiable information provided.

3
4 Such information shall be treated as confidential {business information}, to the extent specified by
5 the reporting entity within the limits set by **this Agreement**, and shall be made available to the
6 third party beneficiary, in the context of dispute settlement, as provided for in Article 8 of **this**
7 **Agreement**, and to the Secretary of the **Governing Body** for aggregated reporting purposes on
8 income to the fund established by the **Governing Body** in accordance with Article 19.3f of the
9 **Treaty**.

10 6. Payment shall be due and payable upon submission of each annual report. All payments
11 due to the **Governing Body** shall be payable in *United States dollars (US\$)* for the following
12 account established by the **Governing Body** in accordance with Article 19.3f of the **Treaty**:

13 **FAO Trust Fund (USD) GINC/INT/031/MUL,**
14 **IT-PGRFA (Benefit-sharing),**
15 **Citibank**
16 **399 Park Avenue, New York, NY, USA, 10022,**
17 **Swift/BIC: CITIUS33, ABA/Bank Code: 021000089, Account No. 36352577}**

18
19
20 **OR**

21 **OPTION 2**

22 **NB: THIS OPTION RELATES TO THE SECOND ALTERNATIVE OF ARTICLES 6.7**
23 **AND 6.8 IN THE BODY OF THE SMTA**

24 **[RATE AND MODALITIES OF PAYMENT UNDER ARTICLES 6.7 AND 6.8 OF THIS**
25 **AGREEMENT**

26 **[Terms and conditions of the “single access option” (Articles 6.7 and 6.8)]**

27
28 1. If a **Recipient**, or any of its affiliates, contractors, licensees, and lessees, commercializes
29 a **Product** or **Products**, then the **Recipient** shall pay each year [one point-one percent (1.1 %) of
30 the **annual Sales** of the **Product** or **Products** less thirty percent (30%)] [~~{yy} percent (yy %) of~~
31 the **annual Sales** of the **Product** or **Products**]; except that no payment shall be due on any
32 **Product** or **Products** that:

33 (a) are **available without restriction** to others for further research and breeding in
34 accordance with Article 2 of **this Agreement**;

35 (b) have been purchased or otherwise obtained from another person or entity who
36 either has already made payment on the **Product** or **Products** or is exempt from the
37 obligation to make payment pursuant to subparagraph (a) above;

38 (c) are sold or traded as a commodity; or

39 [~~d) have a theoretical proportion of germplasm from the Material which is sufficiently~~
40 ~~low, because at least [x] generations of crossing have been made. contain a genetic~~
41 ~~contribution of less than [25]% by pedigree of the **Material** accessed from the~~
42 **Multilateral System** [and/or] do not contain a trait of [significant] commercial value
43 that [originated from][was contained in] the **Material** accessed from the **Multilateral**
44 **System.**

45
46 [~~e) do not limit any rights that farmers have to save, use, exchange and sell farm-~~
47 saved seed/propagating material.]

1 2. Where a **Product** contains a **Plant Genetic Resource for Food and Agriculture**
2 accessed from the **Multilateral System** under two or more material transfer agreements based on
3 the Standard Material Transfer Agreement only one payment shall be required under paragraph 1
4 above.

5 3. The **Recipient** shall submit to the **Governing Body**, within sixty (60) days after closure
6 of accounts each financial year, an annual report setting forth:

7 (a) the **Sales** of the **Product** or **Products** by the **Recipient**, and any of its affiliates,
8 ~~contractors, licensees and lessees,~~ for the twelve (12) month period preceding the
9 annual closure of accounts;

10 (b) the amount of the payment due; ~~and~~

11 (c) information that allows for the identification of any restrictions that have given rise
12 to the benefit-sharing payment, as well as of the applicable payment rate or rates; and-

13 (d) the source of the verifiable information provided.

14 Such information shall be treated as confidential {business information}, to the extent specified by
15 the reporting entity within the limits set by this Agreement, and shall be made available to the
16 third party beneficiary, in the context of dispute settlement, as provided for in Article 8 of **this**
17 **Agreement,** and to the Secretary of the **Governing Body** for aggregated reporting purposes on
18 income to the fund established by the **Governing Body** in accordance with Article 19.3f of the
19 **Treaty.**

20 4. Payment shall be due and payable upon submission of each annual report. All payments
21 due to the **Governing Body** shall be payable in *United States dollars (US\$)* for the following
22 account established by the **Governing Body** in accordance with Article 19.3f of the **Treaty**:

23
24 **FAO Trust Fund (USD) GINC/INT/031/MUL,**
25 **IT-PGRFA (Benefit-sharing),**
26 **Citibank**
27 **399 Park Avenue, New York, NY, USA, 10022,**
28 **Swift/BIC: CITIUS33, ABA/Bank Code: 021000089, Account No. 36352577**

Annex 3

TERMS AND CONDITIONS OF THE SUBSCRIPTION SYSTEM (ARTICLE 6.11)**ARTICLE 1 — SUBSCRIPTION**

1.1 The **Recipient**, who opts for the **Subscription** ~~{System}~~/~~{Option}~~ in accordance with Article 6.11 (hereinafter referred to as the “**Subscriber**”), agrees to be bound by the following additional terms and conditions (the “**Subscription Terms**”).

~~1.2 — **Subscription** shall take effect upon receipt by the Secretary of the duly signed **Registration Form**, contained in *Annex 4*, or of the acceptance by the **Subscriber** through EasySMTA, who will notify the **Subscriber** accordingly, and cover [all **Plant Genetic Resources for Food and Agriculture** covered by the **Multilateral System**][the crop mentioned in the duly signed **Registration Form**].~~[The **Subscriber** shall not be required to sign *Annex 4* of any subsequent Standard Material Transfer Agreement, during the period of **Subscription**.]~~~~

{1.2 ALT The **Subscription** shall take effect upon receipt by the Secretary of the **Governing Body** of the **Treaty** of the duly signed **Registration Form** contained in *Annex 4*, or upon acceptance by the **Subscriber** through EasySMTA. The Secretary shall notify the **Subscriber** of the date of receipt. The **Subscriber** shall not be required to sign *Annex 4* of any subsequent Standard Material Transfer Agreement, during the period of **Subscription**.}

1.3 The **Subscriber** shall be relieved of any obligation to make payments under any previously signed Standard Material Transfer Agreement, and only the payment obligations in these **Subscription Terms** shall apply. (AGREED AD REF.)

~~{1.4 — The **Governing Body** may amend the **Subscription Terms** at any time. Such amended terms will not apply to the **Subscriber** who has agreed to the **Subscription Terms**, which will continue until the **Subscriber** withdraws from its **Subscription**, or the **Governing Body** terminates its **Subscription**, in accordance with Article 4 below.}~~

{1.4 ALT The **Governing Body** may amend the **Subscription Terms** at any time. Such amended **Subscription Terms** shall not apply to any existing **Subscription**, unless the **Subscriber** notifies the **Governing Body** of its agreement to be subject to the amended **Subscription Terms**.~~[Should the **Subscriber** agree to the amended **Subscription Terms**, such agreement shall not affect the date on which the **Subscription** had taken effect.]~~}

ARTICLE 2 — REGISTER

The **Subscriber** agrees that its full name, contact details and the date at which **Subscription** took effect, shall be placed on a public register (the “**Register**”), and undertakes to immediately communicate any changes to this information to the **Governing Body** of the **Treaty**, through its Secretary. (AGREED AD REF.)

ARTICLE 3 — MONETARY BENEFIT-SHARING

~~{3.1 — In order to share the monetary benefits from the use of **Plant Genetic Resources for Food and Agriculture** under the **Treaty**, the **Subscriber** shall make annual payments based on the **Subscriber**’s sales, [technology fees] and licensing fees of/for products that are **Plant Genetic Resources for Food and Agriculture** belonging to the same crops that are subject to the **Subscription**, and on income that the **Subscriber** receives from its affiliates, contractors, licensees and lessees, in the preceding year.}~~

1 ~~{3.1bis The Subscriber will transfer **Plant Genetic Resources for Food and Agriculture under**~~
 2 ~~**Development** under an SMTA. The **Subscriber** will not have further obligations regarding the~~
 3 ~~actions of any subsequent recipient.}~~

4 3.2 ~~—The rates of payment shall be as follows, less thirty percent (30%):~~

5 ~~{a) For [**Products** and any other products] **available without restriction** to~~
 6 ~~others for further research and breeding: [xx] percent.}~~

7 ~~{b) For [**Products** and any other products] **not available without restriction** to~~
 8 ~~others for further research and breeding: [yy] percent.}~~

9 ~~{3.1 ALT In order to share the monetary benefits from the use of **Plant Genetic Resources**~~
 10 ~~**for Food and Agriculture under the Treaty**, the **Subscriber** shall make annual payments~~
 11 ~~based on the [**Sales**] [of **Plant Genetic Resources for Food and Agriculture covered by the**~~
 12 ~~**Multilateral System**][of **Plant Genetic Resources for Food and Agriculture listed in**~~
 13 ~~**Annex I of the Treaty**].}~~

14 ~~{3.2 ALT The following rates of payment shall apply to [**Sales**] [of **Plant Genetic**~~
 15 ~~**Resources for Food and Agriculture covered by the **Multilateral System**][of **Plant Genetic****~~
 16 ~~**Resources for Food and Agriculture listed in Annex I of the Treaty**]:~~

17 ~~[xx]% when the [**Products** or] products are available without restriction, and~~
 18 ~~[yy]% when the [**Products** or] products are not available without restriction.}~~

19 ~~[3.2 ALT The applicable rate of payment in relation to **Sales** [of **Plant Genetic Resources**~~
 20 ~~**for Food and Agriculture covered by the **Multilateral System**][of **Plant Genetic Resources****~~
 21 ~~**for Food and Agriculture listed in Annex I of the Treaty**] shall be [zz]%.}~~

22 ~~[3.2BIS At the request of the **Subscriber**, the higher rate of payment shall apply to~~
 23 ~~[**Sales**] without distinction.}~~

24 ~~{3.3 Notwithstanding the above, no payment shall be required for a **Subscriber** in a year in~~
 25 ~~which its ~~{declared} [**Sales**] {total sales and license fees referred to under Article 3.1.}~~ do not~~
 26 ~~exceed US\$ [xxx].}~~

27 ~~{3.3 ALT ~~—Notwithstanding the above, in a year in which its payments due on declared **Sales**~~~~
 28 ~~~~referred to in Article 3.1 do not exceed [US\$ 1,000], the **Subscriber** may defer payment, in~~~~
 29 ~~~~consecutive years, until it has accumulated up to the sum of [US\$ 1,000] due and payable.}~~~~

30 3.4 Payment shall be made within sixty (60) days after closure of accounts each {financial}
 31 year, for the previous year. Whenever the **Subscription** took effect during the year, the **Recipient**
 32 shall make a proportionate payment for the first year of its **Subscription**. (AGREED AD REF)

34 ~~{3.5 The **Subscriber** shall submit to the **Governing Body** of the **Treaty**, through its~~
 35 ~~Secretary, within sixty (60) days after closure of accounts each {financial} year a{n-audited}~~
 36 ~~statement of account, including in particular the following:~~

- 37 a) Information on the [**Sales**] of the products for which payment was made;
- 38 b) Information that allows for the identification of the applicable payment rate or rates;
 39 and
- 40 c) the source of the verifiable information provided;

41 [or a signed declaration showing that it is exempted from payment in accordance with Article 3.3
 42 above].

1
2 Such information shall be treated as confidential business information, to the extent specified by
3 the reporting entity within the limits set by this Agreement, and shall be made available to the
4 third party beneficiary, in the context of dispute settlement, as provided for in Article 8 of **this**
5 **Agreement**, and to the Secretary of the **Governing Body** for aggregated reporting purposes on
6 income to the fund established by the Governing Body in accordance with Article 19.3f of the
7 Treaty.]

8
9 3.6 All payments due to the **Governing Body** shall be payable in *United States dollars (US\$)*
10 for the following account established by the **Governing Body** in accordance with Article 19.3f of
11 the **Treaty**: (AGREED AD REF)

12 **FAO Trust Fund (USD) GINC/INT/031/MUL,**
13 **IT-PGRFA (Benefit-sharing),**
14 **Citibank**
15 **399 Park Avenue, New York, NY, USA, 10022,**
16 **Swift/BIC: CITIUS33, ABA/Bank Code: 021000089, Account No. 36352577**
17

18 **ARTICLE 4 — ~~[DURATION OF AND]~~ WITHDRAWAL FROM ~~[AND]~~**
19 **~~TERMINATION OF]~~ THE SUBSCRIPTION**

20 4.1 The **Subscription** shall be in force until the **Subscriber** withdraws from it, or the
21 **Governing Body** terminates it as provided for in Article 4.5 below. (AGREED AD REF.)

22 4.2 The **Subscriber** may withdraw from its **Subscription** upon six months written notice to
23 the **Governing Body** through its Secretary, not less than 10 years from the date that the
24 **Subscription** took effect. (AGREED AD REF.)

25 [4.3 Upon withdrawal from its **Subscription**, the Subscriber shall no longer use the **Material**
26 and shall offer to return it to the **Provider**. If this is not possible or the **Provider** declines the
27 offer, the **Subscriber** shall transfer the **Material** to an international institution that has signed an
28 agreement with the **Governing Body** under Article 15 of the **Treaty**.]

29 [4.4 The monetary benefit-sharing provisions of Article 3 of these **Subscription Terms** shall
30 continue for ~~[YY]/[two]/[five]~~ years from the end of the **Subscription**. ~~[All other conditions of~~
31 ~~this Agreement~~ shall continue to apply, except in so far that the monetary benefit-sharing
32 obligations arising from ~~[Articles 6.7 and 6.8] of this Agreement shall not apply.~~
33 Notwithstanding the foregoing, ~~[only Articles 4, 6.1, 6.2, 6.3, 6.4, and 6.9, 6.10 and 8 of this~~
34 ~~Agreement~~ shall continue to apply after the end of the **Subscription**.]

35 [~~4.4 Notwithstanding Article 4.3 of these **Subscription Terms**, with respect to **Plant Genetic**~~
36 ~~**Resources for Food and Agriculture under Development**, ~~[ZZ] years from the end of the~~~~
37 ~~**Subscription**, only Articles ~~[6.1.]~~~~[6.2]~~~~[...]~~ of **this Agreement** shall continue to apply.]~~

38 [4.4 ALT ~~With respect to **Plant Genetic Resources for Food and Agriculture**~~
39 ~~**under Development**, notwithstanding Article ~~4.2~~~~4.3~~ of the **Subscription Terms**, only~~
40 ~~Articles 6.1, 6.2, 6.3, and 6.9 of **this Agreement** shall continue to apply after ~~[2-5] years~~~~
41 ~~from the date of withdrawal from the **Subscription System**.]~~

42 [4.x ~~Withdrawal from or termination of the **Subscription** does not affect the validity of the~~
43 ~~Standard Material Transfer Agreements signed during the **Subscription** term. These Standard~~
44 ~~Material Transfer Agreements shall remain in full force and effect in accordance with the terms of~~
45 ~~the Standard Material Transfer Agreement (excluding Article 6.7).]~~

1 ~~[4.xbis In exception to Article 4.2, the **Subscriber** may withdraw immediately, regardless of~~
2 ~~when the **Subscription** took effect, in the event of specific circumstances of the discontinuation~~
3 ~~of its operations in the crop to which the **Subscription** relates, a suspension of payment, or~~
4 ~~declared bankruptcy. Under these circumstances, the provisions of Articles 4.3 and 4.4 also do~~
5 ~~not apply. The Standard Material Transfer Agreements signed during the **Subscription** term~~
6 ~~shall be considered terminated on the same day as the **Subscription**. Article 9.3 of the Standard~~
7 ~~Material Transfer Agreements will in such case apply, but without the applicability of Article 6.7~~
8 ~~of the Standard Material Transfer Agreement.]~~

9 ~~[4.5 — The **Governing Body** may, at any time, terminate the **Subscription** for material breach~~
10 ~~of the terms and conditions of the **Subscription System**. The Secretary shall inform the~~
11 ~~**Subscriber** in writing of the impugned breach, and if such breach is not cured within thirty (30)~~
12 ~~days of notice being given, shall refer the matter to the next meeting of the **Governing Body**.]~~
13 ~~[NB: THE CONSEQUENCES OF SUCH TERMINATION WILL NEED TO BE SPECIFIED.]~~

14
15 4.5 In the case of a material breach of any of the obligations by the **Subscriber**, the
16 third party beneficiary shall inform the **Subscriber** in writing of the alleged breach. If such
17 breach is not remedied within thirty (30) days of notice being given, the third party
18 beneficiary shall initiate dispute settlement in accordance with Article 8 of **this Agreement**.
19 In case the dispute is not satisfactorily resolved within six months, the third party beneficiary
20 may terminate the **Subscription** and claim damages, as appropriate. The third party
21 beneficiary may decide that the **Subscriber** shall not have the right to opt for the
22 **Subscription System** in any Standard Material Transfer Agreement signed by it in the
23 future, until the **Governing Body** decides otherwise. The third party beneficiary shall bring
24 the matter to the attention of the following session of the **Governing Body**.
25
26

Annex 4

REGISTRATION FORM

The **Recipient** hereby declares to opt for the **Subscription System**, in accordance with Article 6.11 of **this Agreement**.

It is understood and expressly agreed that **Recipient's** full name, contact details [~~the crops to which the **Subscription** applies~~] and the date at which **Subscription** took effect, shall be placed on a public register of **Subscribers** (the "**Register**"), and that any changes to this information is communicated immediately to the **Governing Body** of the **Treaty**, through its Secretary, by the **Recipient** or its authorised official.

Signature..... Date.....

Full name of Recipient:

Address:

Telephone: Email:

Recipient's authorised official:

Address:

Telephone: Email:

NB: The **Subscriber** must also sign or accept **this Agreement**, as provided for in Article 10, without which **Registration** is not valid.

The **Subscriber** ~~may~~ shall signify acceptance, ~~either~~ by returning a signed **Registration Form** to the Governing Body, through its Secretary, at the address below, ~~or through EasySMTA, in the case that **this Agreement** was formed in EasySMTA.~~ A signed **Registration Form** must be accompanied by a copy of **this Agreement**.

The Secretary,
International Treaty on Plant Genetic Resources for Food and Agriculture
Food and Agriculture Organization of the United Nations
I-00153 Rome, Italy]

APPENDIX 2:
Draft revised SMTA: Co-chairs' proposal ("clean" version without track changes)

**[DRAFT REVISED STANDARD MATERIAL TRANSFER AGREEMENT:
CO-CHAIRS' PROPOSAL**

1 **PREAMBLE**

2
3 **WHEREAS**

4
5 The International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter
6 referred to as "the **Treaty**"¹) was adopted by the Thirty-first session of the FAO Conference on
7 3 November 2001 and entered into force on 29 June 2004;

8
9 The objectives of the **Treaty** are the conservation and sustainable use of **Plant Genetic**
10 **Resources for Food and Agriculture** and the fair and equitable sharing of the benefits arising
11 out of their use, in harmony with the Convention on Biological Diversity, for sustainable
12 agriculture and food security;

13
14 The Contracting Parties to the **Treaty**, in the exercise of their sovereign rights over their **Plant**
15 **Genetic Resources for Food and Agriculture**, have established a **Multilateral System** both to
16 facilitate access to **Plant Genetic Resources for Food and Agriculture** and to share, in a fair
17 and equitable way, the benefits arising from the utilization of these resources, on a
18 complementary and mutually reinforcing basis;

19
20 Articles 4, 11, 12.4 and 12.5 of the **Treaty** are borne in mind;

21
22 The diversity of the legal systems of the Contracting Parties with respect to their national
23 procedural rules governing access to courts and to arbitration, and the obligations arising from
24 international and regional conventions applicable to these procedural rules, are recognized;

25
26 Article 12.4 of the **Treaty** provides that facilitated access under the **Multilateral System** shall be
27 provided pursuant to a Standard Material Transfer Agreement, and the **Governing Body** of the
28 **Treaty**, in its Resolution 1/2006 of 16 June 2006, adopted the Standard Material Transfer
29 Agreement, which in Resolution [XX]/2019 of [XX] November 2019 it decided to amend.

30
31
32

¹Defined terms have, for clarity, been put in bold throughout.

ARTICLE 1 — PARTIES TO THE AGREEMENT

1.1 The present Standard Material Transfer Agreement (hereinafter referred to as “**this Agreement**”) is the Standard Material Transfer Agreement referred to in Article 12.4 of the **Treaty**.

1.2 **This Agreement** is:

BETWEEN: *(name and address of the provider or providing institution, name of authorized official, contact information for authorized official*)* (hereinafter referred to as “the **Provider**”),

AND: *(name and address of the recipient or recipient institution, name of authorized official, contact information for authorized official*)* (hereinafter referred to as “the **Recipient**”).

1.3 The parties to **this Agreement** hereby agree as follows:

[ARTICLE 2 — DEFINITIONS

In **this Agreement** the expressions set out below shall have the following meaning:

“**Available without restriction**”: a **Product** is considered to be available without restriction to others for further research and breeding when it is available for research and breeding without any legal or contractual obligations, or technological restrictions, that would preclude using it in the manner specified in the **Treaty**.

“**Genetic material**” means any material of plant origin, including reproductive and vegetative propagating material, containing functional units of heredity.

“**Governing Body**” means the **Governing Body** of the **Treaty**.

“**Multilateral System**” means the **Multilateral System** established under Article 10.2 of the **Treaty**.

“**Plant Genetic Resources for Food and Agriculture**” means any **genetic material** of plant origin of actual or potential value for food and agriculture.

“**Plant Genetic Resources for Food and Agriculture under Development**” means material derived from the **Material**, and hence distinct from it, that is not yet ready for **commercialization** and which the developer intends to further develop or to transfer to another person or entity for further development. The period of development for the **Plant Genetic Resources for Food and Agriculture under Development** shall be deemed to have ceased when those resources are **commercialized** as a **Product**.

* *Insert as necessary. Not applicable for shrink-wrap and click-wrap Standard Material Transfer Agreements.*

A “shrink-wrap” Standard Material Transfer Agreement is where a copy of the Standard Material Transfer Agreement is included in the packaging of the **Material**, and the **Recipient’s** acceptance of the **Material** constitutes acceptance of the terms and conditions of the Standard Material Transfer Agreement.

A “click-wrap” Standard Material Transfer Agreement is where the agreement is concluded on the internet and the **Recipient** accepts the terms and conditions of the Standard Material Transfer Agreement by clicking on the appropriate icon on the website or in the electronic version of the Standard Material Transfer Agreement, as appropriate.

1 **“Product”** means **Plant Genetic Resources for Food and Agriculture** that incorporate² the
 2 **Material** or any of its genetic parts or components that are ready for **commercialization**,
 3 excluding commodities and other products used for food, feed and processing.

4
 5 **“Sales”** means the gross income resulting from the **commercialization** of a **Product** or
 6 **Products**, by the **Recipient**, its affiliates, contractors, licensees and lessees.]

7 [ALT **“Sales”** means the gross income received by the **Recipient** and its affiliates in the form of
 8 license fees and from **commercialization**.]
 9

10 **“To commercialize”** means to sell a **Product** or **Products** for monetary consideration on the
 11 open market, and **“commercialization”** has a corresponding meaning. **Commercialization** shall
 12 not include any form of transfer of **Plant Genetic Resources for Food and Agriculture under**
 13 **Development**.]

14 [ALT **“To commercialize”** means to exchange **Plant Genetic Resources for Food and**
 15 **Agriculture** for monetary consideration on the open market, and **“commercialization”** has a
 16 corresponding meaning. **Commercialization** shall not include any form of transfer of **Plant**
 17 **Genetic Resources for Food and Agriculture under Development**, nor shall it include the sale
 18 of commodities and other products used for food, feed and processing.]]
 19
 20

21 **ARTICLE 3 — SUBJECT MATTER OF THE MATERIAL TRANSFER AGREEMENT**

22
 23 The **Plant Genetic Resources for Food and Agriculture** specified in *Annex 1* to **this**
 24 **Agreement** (hereinafter referred to as the **“Material”**) and the available related information
 25 referred to in Article 5b and in *Annex 1* are hereby transferred from the **Provider** to the **Recipient**
 26 subject to the terms and conditions set out in **this Agreement**.
 27

28 **ARTICLE 4 — GENERAL PROVISIONS**

29
 30
 31 4.1 **This Agreement** is entered into within the framework of the **Multilateral System** and
 32 shall be implemented and interpreted in accordance with the objectives and provisions of the
 33 **Treaty**.
 34

35 4.2 The parties recognize that they are subject to the applicable legal measures and
 36 procedures, that have been adopted by the Contracting Parties to the **Treaty**, in conformity with
 37 the **Treaty**, in particular those taken in conformity with Articles 4, 12.2 and 12.5 of the **Treaty**.³
 38

39 4.3 The parties to **this Agreement** agree that the Food and Agriculture Organization of the
 40 United Nations acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral**
 41 **System**, is the third party beneficiary under **this Agreement**.
 42

43 4.4 The third party beneficiary has the right to request the appropriate information as required
 44 in Articles 5e, 6.5c, 8.3, *Annex 2*, paragraph 5, and *Annex 3*, Articles 3.3 and 3.5, to **this**
 45 **Agreement**.
 46

47 4.5 The rights granted to the Food and Agriculture Organization of the United Nations above
 48 do not prevent the **Provider** and the **Recipient** from exercising their rights under **this**
 49 **Agreement**.
 50

² As evidenced, for example, by pedigree or notation of gene insertion.

³ In the case of the International Agricultural Research Centres of the Consultative Group on International Agricultural Research (CGIAR) and other international institutions, the Agreement between the Governing Body and the CGIAR Centres or other relevant institutions will be applicable.

- 1 a) The identifying symbol or number attributed to the Standard Material
2 Transfer Agreement by the **Provider**;
- 3 b) The name and address of the **Provider**;
- 4 c) The date on which the **Provider** agreed to or accepted the Standard
5 Material Transfer Agreement, and in the case of shrink-wrap, the date
6 on which the shipment was sent;
- 7 d) The name and address of the **Recipient**, and in the case of a shrink-
8 wrap agreement, the name of the person to whom the shipment was
9 made;
- 10 e) The identification of each accession in Annex 1 to the Standard
11 Material Transfer Agreement, and of the crop to which it belongs.

12 This information shall be made available by the **Governing Body** to the third party
13 beneficiary.
14
15

16 **ARTICLE 6 — RIGHTS AND OBLIGATIONS OF THE RECIPIENT**

17
18
19 6.1 The **Recipient** undertakes that the **Material** shall be used or conserved only for the
20 purposes of research, breeding and training for food and agriculture. Such purposes shall not
21 include chemical, pharmaceutical and/or other non-food/feed industrial uses.
22

23 6.2 The **Recipient** shall not claim any intellectual property or other rights that limit the
24 facilitated access to the **Material** provided under **this Agreement**, or its genetic parts or
25 components, in the form received from the **Multilateral System**.
26

27 6.3 In the case that the **Recipient** conserves the **Material** supplied, the **Recipient** shall make
28 the **Material**, and the related information referred to in Article 5b, available to the **Multilateral**
29 **System** using the Standard Material Transfer Agreement.
30

31 6.4 In the case that the **Recipient** transfers the **Material** supplied under **this Agreement** to
32 another person or entity (hereinafter referred to as “the **subsequent recipient**”), the **Recipient**
33 shall
34

- 35 a) do so under the terms and conditions of the Standard Material Transfer Agreement,
36 through a new Standard Material Transfer Agreement; and
37
- 38 b) notify the **Governing Body**, in accordance with Article 5e.
39

40 On compliance with the above, the **Recipient** shall have no further obligations regarding the actions
41 of the **subsequent recipient**.
42

43 6.5 In the case that the **Recipient** transfers a **Plant Genetic Resource for Food and**
44 **Agriculture under Development** to another person or entity, the **Recipient** shall, until a period
45 of [x] years after signing or accepting of **this Agreement** has lapsed:
46

- 47 a) do so under the terms and conditions of the Standard Material Transfer Agreement,
48 through a new Standard Material Transfer Agreement, provided that Article 5a of the
49 Standard Material Transfer Agreement shall not apply;
50
- 51 b) identify, in Annex 1 to the new Standard Material Transfer Agreement, the **Material**
52 received from the **Multilateral System**, and specify that the **Plant Genetic**

1 **Resources for Food and Agriculture under Development** being transferred are
2 derived from the **Material**;

3
4 c) notify the **Governing Body**, in accordance with Article 5e; and

5
6 d) have no further obligations regarding the actions of any **subsequent recipient**.

7
8 e) [The obligations in this Article 6.5 do not apply to **Plant Genetic Resources for**
9 **Food and Agriculture under Development**, which contain a genetic contribution of
10 less than [25%] by pedigree of the **Material** or do not contain a trait of commercial
11 value [that originated from][that was contained in] the **Material**.]
12

13 6.6 Entering into a Standatd Material Transfer Agreement under paragraph 6.5 shall be
14 without prejudice to the right of the parties to attach additional conditions, relating to further
15 product development, including, as appropriate, the payment of monetary consideration.
16

17 [6.11] The **Recipient** may, at the time of signing of **this Agreement** or at the time of acceptance
18 of **this Agreement**, opt for the **Subscription System**, as set out in *Annex 3* to **this Agreement**, by
19 returning the **Registration Form** contained in *Annex 4* to **this Agreement**, duly completed and
20 signed, to the **Governing Body** of the **Treaty**, through its Secretary (“**Subscription**”). If the
21 **Registration Form** is not received by the Secretary, the modality of payment specified in Articles
22 6.7 and 6.8 will apply.
23

24 [6.11bis] Should the **Recipient** opt for the **Subscription System**, the terms and conditions of the
25 **Subscription System**, as set out in *Annex 3* to **this Agreement**, apply. In this case, *Annex 3* to **this**
26 **Agreement** constitutes an integral part of **this Agreement** and any reference to **this Agreement**
27 shall be understood, where the context permits and *mutatis mutandis*, to also include *Annex 3*.
28

29 [6.11ter] By opting for the **Subscription System**, the **Recipient**, as **Subscriber**, shall have
30 no payment obligations with regard to the **Material** received, during the term of the **Subscription**,
31 and the **Product** that incorporates the **Material**, other than the payment obligations provided for
32 under the **Subscription System**.
33

34 [6.7] In the case that the **Recipient** or any of its affiliates **commercializes** a **Product** that is a
35 **Plant Genetic Resource for Food and Agriculture** and that incorporates **Material** as referred to
36 in Article 3 of **this Agreement**, and where such **Product** is **not available without restriction** to
37 others for further research and breeding, the **Recipient** shall pay, for the period for which the
38 restriction is applicable, a fixed percentage of the [Sales] of the **commercialized Product** into the
39 mechanism established by the **Governing Body** for this purpose, in accordance with *Annex 2*
40 [OPTION 1] to **this Agreement**.

41 [6.8] In the case that the **Recipient** or any of its affiliates **commercializes** a **Product** that is a
42 **Plant Genetic Resource for Food and Agriculture** and that incorporates **Material** as referred to
43 in Article 3 of **this Agreement** and where that **Product** is **available without restriction** to others
44 for further research and breeding, the **Recipient** shall pay for a period of [x] years a fixed
45 percentage of the [Sales] of the **commercialized Product** into the mechanism established by the
46 **Governing Body** for this purpose, in accordance with *Annex 2* [OPTION 1] to **this Agreement**.
47

48 OR
49

50 [[6.7 In the case that the **Recipient commercializes** a **Product** that is a **Plant Genetic**
51 **Resource for Food and Agriculture** and that incorporates **Material** as referred to in Article 3 of
52 **this Agreement**, and where such **Product** is **not available without restriction** to others for
53 further research and breeding, the **Recipient** shall pay [, for a period of 20 years,] a fixed

1 percentage of the **Sales** of the **commercialized Product** into the mechanism established by the
 2 **Governing Body** for this purpose, in accordance with *Annex 2* [OPTION 2] to **this Agreement**.]

3
 4 [6.8 In the case that the **Recipient commercializes a Product** that is a **Plant Genetic**
 5 **Resource for Food and Agriculture** and that incorporates **Material** as referred to in Article 3 of
 6 **this Agreement** and where that **Product** is **available without restriction** to others for further
 7 research and breeding, the **Recipient** is encouraged to make voluntary payments into the
 8 mechanism established by the **Governing Body** for this purpose in accordance with *Annex 2*
 9 [OPTION 2] to **this Agreement**.]

10
 11 [6.9] The **Recipient** shall make available to the **Multilateral System**, through the information
 12 system provided for in Article 17 of the **Treaty**, all non-confidential information that results from
 13 research and development carried out on the **Material**, and is encouraged to share through the
 14 **Multilateral System** non-monetary benefits expressly identified in Article 13.2 of the **Treaty**
 15 that result from such research and development. The **Recipient** is encouraged to place a sample
 16 of any **Product** that incorporates the **Material** into a collection that is part of the **Multilateral**
 17 **System**, for research and breeding.

18
 19 [6.10 A **Recipient** who obtains intellectual property rights on any **Products** developed from
 20 the **Material** or its components, obtained from the **Multilateral System**, and assigns such
 21 intellectual property rights to a third party, shall transfer the benefit-sharing obligations of **this**
 22 **Agreement** to that third party.]

23 [6.10 ALT A **Recipient** who applied for or obtains an intellectual property right on any **Products**
 24 developed from the **Material** or its components, shall only assign any such application or
 25 intellectual property right to a third party, after such party has accepted the benefit-sharing
 26 obligations of **this Agreement**.]

27
 28
 29 [Article XX: The following users will be exempt of the obligations stipulated in article XX:

- 30 a) Family farmers
 31 b) Indigenous peoples who in the context of family farm practices or in a traditional
 32 comunitary agricultural environment, exchange or sell seeds among them.
 33 c) Small plant breeding companies
 34 d) Public institutions.

35
 36 [6.8 bis. When the payment is made by a Recipient located in the territory of a Contracting Party
 37 that is a developing country or in the territory of a Contracting Party with an economy in
 38 transition, or when the payment made by a Recipient has been calculated according to the Article
 39 6.8 of the SMTA based on the accounting records of the Recipient in the territory of a
 40 Contracting Party that is a developing country or in the territory of a Contracting Party with an
 41 economy in transition, the 80% of the amount effectively transferred into the mechanism
 42 established by the Governing Body will be immediately allocated to finance projects for the
 43 implementation of the International Treaty in the territory of the Contracting Party that is a
 44 developing country or in the territory of the Contracting Party with economy in transition, from
 45 which the deposited funds come. These funds will be administered by the Application Authority
 46 designated by each Contracting Party to these purpose, together with FAO. The evolution of the
 47 projects will be informed to the Committee on the Funding Strategy and Resource Mobilization,
 48 which will regularly report to the Governing Body.]

49
 50
 51 **ARTICLE 7 — APPLICABLE LAW**

52
 53 The applicable law shall be the General Principles of Law, including the UNIDROIT Principles
 54 of International Commercial Contracts 2016 and as subsequently updated, the objectives and the

1 relevant provisions of the **Treaty**, and, when necessary for interpretation, the decisions of the
2 **Governing Body**.

3 4 5 **ARTICLE 8 — DISPUTE SETTLEMENT**

6
7 8.1 Dispute settlement may be initiated by the **Provider** or the **Recipient** or the third party
8 beneficiary acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**.

9
10 8.2 The parties to **this Agreement** agree that the Food and Agriculture Organization of the
11 United Nations, representing the **Governing Body** and the **Multilateral System**, has the right, as
12 a third party beneficiary, to initiate dispute settlement procedures regarding rights and obligations
13 of the **Provider** and the **Recipient** under **this Agreement**.

14
15 8.3 The third party beneficiary has the right to request that the appropriate information,
16 including samples as necessary, be made available by the **Provider** and the **Recipient**, regarding
17 their obligations in the context of **this Agreement**. Any information or samples so requested shall
18 be provided by the **Provider** and the **Recipient**, as the case may be.

19
20 8.4 Any dispute arising from **this Agreement** shall be resolved in the following manner:

- 21
22 a) Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute
23 by negotiation.
24
25 b) Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation
26 through a neutral third party mediator, to be mutually agreed.
27
28 c) Arbitration: If the dispute has not been settled by negotiation or mediation, any party may
29 submit the dispute for arbitration under the Arbitration Rules of an international body as
30 agreed by the parties to the dispute. Failing such agreement, the dispute shall be finally
31 settled under the Rules of Arbitration of the International Chamber of Commerce, by one
32 or more arbitrators appointed in accordance with the said Rules. Either party to the
33 dispute may, if it so chooses, appoint its arbitrator from such list of experts as the
34 Governing Body may establish for this purpose; both parties, or the arbitrators appointed
35 by them, may agree to appoint a sole arbitrator, or presiding arbitrator as the case may be,
36 from such list of experts. The result of such arbitration shall be binding.
37
38 d) [Article 12.5 of the Treaty.]
39
40

41 **ARTICLE 9 — ADDITIONAL ITEMS**

42 **Warranty**

43
44
45 9.1 The **Provider** makes no warranties in **this Agreement** as to the safety of or title to the
46 **Material**, nor as to the accuracy or correctness of any passport or other data provided with the
47 **Material**. Neither does it make any warranties as to the quality, viability, or purity (genetic or
48 mechanical) of the **Material** being furnished. The phytosanitary condition of the **Material** is
49 warranted only as described in any attached phytosanitary certificate. The **Recipient** assumes full
50 responsibility for complying with the recipient nation's quarantine, invasive alien species and
51 biosafety regulations and rules as to import or release of **genetic material**.

52 **Withdrawal from this Agreement**

53

1
2 9.2 The **Recipient** may withdraw from **this Agreement** upon six months written notice to the
3 **Governing Body** through its Secretary, not less than [thirty][ten] years from the date of signing
4 of **this Agreement** by the **Provider** or the **Recipient**, whichever date is later, or from the date of
5 acceptance of **this Agreement** by the **Recipient**.

6 9.3 In the case that the **Recipient** has begun before withdrawal to **commercialize a Product**,
7 in respect of which payment is due in accordance with Articles 6.7 and 6.8 and *Annex 2* of **this**
8 **Agreement**, such payment shall continue while that **Product** is **commercialized** and in
9 accordance with the terms of Articles 6.7 and 6.8 and *Annex 2* of **this Agreement**.

10 9.4 Upon withdrawal from **this Agreement**, the **Recipient** shall no longer use the **Material**
11 and shall offer to return it to the **Provider**. If this is not possible or the **Provider** declines the
12 offer, the **Recipient** shall transfer the **Material** to an international institution that has signed an
13 agreement with the **Governing Body** under Article 15 of the **Treaty**.

14 [9.4bis] Notwithstanding the above, only Articles 4, 6.2, 6.9, 6.10 and 8 of **this Agreement** shall
15 continue to apply after the withdrawal has taken effect.

16
17 **Amendments to the Standard Material Transfer Agreement**

18 9.5 If the **Governing Body** decides to amend the terms and conditions of the Standard
19 Material Transfer Agreement, such amendments shall only affect subsequently signed Standard
20 Material Transfer Agreements. **This Agreement** shall remain unchanged, unless the **Recipient**
21 explicitly agrees in writing with the amendments.

22
23 **ARTICLE 10 — SIGNATURE/ACCEPTANCE**

24
25 The **Provider** and the **Recipient** may choose the method of acceptance unless either party
26 requires **this Agreement** to be signed.

27
28 **Option 1 –Signature***

29
30 I, (*Full Name of Authorized Official*), represent and warrant that I have the authority to
31 execute **this Agreement** on behalf of the **Provider** and acknowledge my institution's
32 responsibility and obligation to abide by the provisions of **this Agreement**, both by letter
33 and in principle, in order to promote the conservation and sustainable use of **Plant Genetic**
34 **Resources for Food and Agriculture**.

35
36 I understand and and expressly agree that the third party beneficiary shall have the rights
37 provided in Articles 4 and 8 of **this Agreement**.

38
39 (Only for Subscribers) I hereby declare that the **Recipient's Sales** do not exceed
40 US\$ [xx] in accordance with *Annex 3*, Article 3.3. The **Recipient** commits to making
41 annual payments and submit annual reports as of the time that its **Sales** exceed US\$ [xx].
42 The right of the third party beneficiary to request the appropriate information in accordance
43 with Article 4.4 of **this Agreement** is understood and expressly acknowledged.

44
45 Signature..... Date.....

* Where the **Provider** chooses signature, only the wording in Option 1 will appear in the Standard Material Transfer Agreement. Similarly where the **Provider** chooses either shrink-wrap or click-wrap, only the wording in Option 2 or Option 3, as appropriate, will appear in the Standard Material Transfer Agreement. Where the "click-wrap" form is chosen, the **Material** should also be accompanied by a written copy of the Standard Material Transfer Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54

Name of the **Provider**

I, (*Full Name of Authorized Official*), represent and warrant that I have the authority to execute **this Agreement** on behalf of the **Recipient** and acknowledge my institution’s responsibility and obligation to abide by the provisions of **this Agreement**, both by letter and in principle, in order to promote the conservation and sustainable use of **Plant Genetic Resources for Food and Agriculture**.

I understand and and expressly agree that the third party beneficiary shall have the rights provided in Articles 4 and 8 of **this Agreement**.

(Only for Subscribers) I hereby declare that the **Recipient’s Sales** do not exceed US\$ [xx] in accordance with *Annex 3*, Article 3.3. The **Recipient** commits to making annual payments and submit annual reports as of the time that its **Sales** exceed US\$ [xx]. The right of the third party beneficiary to request the appropriate information in accordance with Article 4.4 of **this Agreement** is understood and expressly acknowledged.

Signature..... Date.....

Name of the **Recipient**.....

Option 2 – Shrink-wrap Standard Material Transfer Agreements*

The **Material** is provided conditional on acceptance of the terms of **this Agreement**. The provision of the **Material** by the **Provider** and the **Recipient’s** acceptance and use of the **Material** constitutes acceptance of the terms of **this Agreement**.

The **Recipient** understands and and expressly agrees that the third party beneficiary shall have the rights provided in Articles 4 and 8 of **this Agreement**.

(Only for Subscribers) If the **Recipient** is a Subscriber and its **Sales** do not exceed US\$ [xx], it shall submit the following statement in writing and duly signed to the **Governing Body** through its Secretary, or otherwise the exemption provided in *Annex 3*, Article 3.3 does not apply: “I hereby declare that the **Recipient’s Sales** do not exceed US\$ [xx] in accordance with *Annex 3*, Article 3.3. The **Recipient** commits to making annual payments and submit annual reports as of the time that its **Sales** exceed US\$ [xx]. The right of the third party beneficiary to request the appropriate information in accordance with Article 4.4 of **this Agreement** is understood and expressly acknowledged.”

Option 3 – Click-wrap Standard Material Transfer Agreement*

- I hereby agree to the above conditions.
- I understand and and expressly agree that the third party beneficiary shall have the rights provided in Articles 4 and 8 of **this Agreement**.
- (Only for Subscribers) I hereby declare that the **Recipient’s Sales** do not exceed US\$ [xx] in accordance with *Annex 3*, Article 3.3. The **Recipient** commits to making annual payments and submit annual reports as of the time that its **Sales**

1 exceed US\$ [xx]. The right of the third party beneficiary to request the
2 appropriate information in accordance with Article 4.4 of **this Agreement** is
3 understood and expressly acknowledged.
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

48 * Where the **Provider** chooses signature, only the wording in Option 1 will appear in the Standard Material
49 Transfer Agreement. Similarly where the **Provider** chooses either shrink-wrap or click-wrap, only the
50 wording in Option 2 or Option 3, as appropriate, will appear in the Standard Material Transfer Agreement.
51 Where the “click-wrap” form is chosen, the **Material** should also be accompanied by a written copy of the
52 Standard Material Transfer Agreement.

*Annex 1***LIST OF MATERIALS PROVIDED**

This *Annex* lists the **Material** provided under **this Agreement**, including the associated information referred to in Article 5b.

The following information is included, or the source indicated from which it may be obtained, for each **Material** listed: all available passport data and, subject to applicable law, any other associated, available, non-confidential descriptive information.

Table A**Materials:**

Crop:	
Accession number or other identifier	Associated information, if available, or source from which it may be obtained (URL)

Table B**Materials that are Plant Genetic Resources for Food and Agriculture under Development:**

Crop:	
Accession number or other identifier	Associated information, if available, or source from which it may be obtained (URL)

In accordance with Article 6.5b, the following information is provided regarding the materials received under an SMTA or which were brought into the **Multilateral System** by an agreement pursuant to Article 15 of the **Treaty**, from which the **Plant Genetic Resources for Food and Agriculture under Development** listed in Table B are derived:

Crop:	
Accession number or other identifier	Associated information, if available, or source from which it may be obtained (URL)

Annex 2

OPTION 1

NB: THIS OPTION RELATES TO THE FIRST ALTERNATIVE OF ARTICLES 6.7 AND 6.8 IN THE BODY OF THE SMTA

[RATE AND MODALITIES OF PAYMENT UNDER ARTICLES 6.7 AND 6.8 OF THIS AGREEMENT]

[Terms and conditions of the “single access mechanism” (Articles 6.7 and 6.8)]

1. If a **Recipient** or any of its affiliates **commercializes a Product or Products** that are not **available without restriction** to others for further research and breeding in accordance with Article 2 of **this Agreement**, the **Recipient** shall pay each year [one point-one percent (1.1 %) of the annual **Sales** of the **Product or Products** less thirty percent (30%)] [{yy} percent (yy %) of the annual **Sales** of the **Product or Products**].

2. If a **Recipient** or any of its affiliates **commercializes a Product or Products** that are **available without restriction** to others for further research and breeding in accordance with Article 2 of **this Agreement**, the **Recipient** shall pay each year [xx] percent ([xx] %) of the annual **Sales** of the **Product or Products** [less thirty percent (30%)].

3. No payment shall be due from the **Recipient** when the **Product or Products**:

(a) have been purchased or otherwise obtained from another person or entity who has already made payment on the **Product or Products**;

(b) are sold or traded as a commodity; or

[(c) contain a genetic contribution of less than [25] % by pedigree of the **Material** accessed from the **Multilateral System** [and/or] do not contain a trait of [significant] commercial value that [originated from][was contained in] the **Material** accessed from the **Multilateral System**.]

[(d) do not limit any rights that farmers have to save, use, exchange and sell farm-saved seed/propagating material.]

4. Where a **Product** contains a **Plant Genetic Resource for Food and Agriculture** accessed from the **Multilateral System** under two or more material transfer agreements based on the Standard Material Transfer Agreement only one payment shall be required under paragraphs 1 and 2 above.

5. The **Recipient** shall submit to the **Governing Body**, within sixty (60) days after closure of accounts each financial year, an annual report setting forth:

(a) the **Sales** of the **Product or Products** by the **Recipient**, and any of its affiliates, for the twelve (12) month period preceding the annual closure of accounts;

(b) the amount of the payment due;

(c) information that allows for the identification of the applicable payment rate or rates; and

(d) the source of the verifiable information provided.

1 Such information shall be treated as confidential business information, to the extent specified by
2 the reporting entity within the limits set by **this Agreement**, and shall be made available to the
3 third party beneficiary, in the context of dispute settlement, as provided for in Article 8 of **this**
4 **Agreement**, and to the Secretary of the **Governing Body** for aggregated reporting purposes on
5 income to the fund established by the **Governing Body** in accordance with Article 19.3f of the
6 **Treaty**.

7 6. Payment shall be due and payable upon submission of each annual report. All payments
8 due to the **Governing Body** shall be payable in *United States dollars (US\$)* for the following
9 account established by the **Governing Body** in accordance with Article 19.3f of the **Treaty**:

10
11 **FAO Trust Fund (USD) GINC/INT/031/MUL,**
12 **IT-PGRFA (Benefit-sharing),**
13 **Citibank**
14 **399 Park Avenue, New York, NY, USA, 10022,**
15 **Swift/BIC: CITIUS33, ABA/Bank Code: 021000089, Account No. 36352577**
16

17 **OR**

18 **OPTION 2**

19 **NB: THIS OPTION RELATES TO THE SECOND ALTERNATIVE OF ARTICLES 6.7**
20 **AND 6.8 IN THE BODY OF THE SMTA**

21 **[RATE AND MODALITIES OF PAYMENT UNDER ARTICLES 6.7 AND 6.8 OF THIS**
22 **AGREEMENT**

23 **[Terms and conditions of the “single access mechanism” (Articles 6.7 and 6.8)]**

24
25 1. If a **Recipient**, or any of its affiliates, **commercializes** a **Product** or **Products**, the
26 **Recipient** shall pay each year [one point-one percent (1.1 %) of the annual **Sales** of the **Product**
27 or **Products** less thirty percent (30%)] [{yy} percent (yy %) of the annual **Sales** of the **Product** or
28 **Products**]; except that no payment shall be due on any **Product** or **Products** that:

29 (a) are **available without restriction** to others for further research and breeding in
30 accordance with Article 2 of **this Agreement**;

31 (b) have been purchased or otherwise obtained from another person or entity who
32 either has already made payment on the **Product** or **Products** or is exempt from the
33 obligation to make payment pursuant to subparagraph (a) above;

34 (c) are sold or traded as a commodity; or

35 [d) contain a genetic contribution of less than [25]% by pedigree of the **Material**
36 accessed from the **Multilateral System** [and/or] do not contain a trait of [significant]
37 commercial value that [originated from][was contained in] the **Material** accessed from
38 the **Multilateral System**.]

39
40 [(e) do not limit any rights that farmers have to save, use, exchange and sell farm-
41 saved seed/propagating material.]

42 2. Where a **Product** contains a **Plant Genetic Resource for Food and Agriculture**
43 accessed from the **Multilateral System** under two or more material transfer agreements based on
44 the Standard Material Transfer Agreement only one payment shall be required under paragraph 1
45 above.

46 3. The **Recipient** shall submit to the **Governing Body**, within sixty (60) days after closure
47 of accounts each financial year, an annual report setting forth:

1 (a) the **Sales** of the **Product** or **Products** by the **Recipient**, and any of its affiliates, for
2 the twelve (12) month period preceding the annual closure of accounts;

3 (b) the amount of the payment due;

4 (c) information that allows for the identification of any restrictions that have given rise
5 to the benefit-sharing payment, as well as of the applicable payment rate or rates; and

6 (d) the source of the verifiable information provided.

7 Such information shall be treated as confidential business information, to the extent specified by
8 the reporting entity within the limits set by **this Agreement**, and shall be made available to the
9 third party beneficiary, in the context of dispute settlement, as provided for in Article 8 of **this**
10 **Agreement**, and to the Secretary of the **Governing Body** for aggregated reporting purposes on
11 income to the fund established by the **Governing Body** in accordance with Article 19.3f of the
12 **Treaty**.

13 4. Payment shall be due and payable upon submission of each annual report. All payments
14 due to the **Governing Body** shall be payable in *United States dollars (US\$)* for the following
15 account established by the **Governing Body** in accordance with Article 19.3f of the **Treaty**:

16 **FAO Trust Fund (USD) GINC/INT/031/MUL,**
17 **IT-PGRFA (Benefit-sharing),**
18 **Citibank**
19 **399 Park Avenue, New York, NY, USA, 10022,**
20 **Swift/BIC: CITIUS33, ABA/Bank Code: 021000089, Account No. 36352577**
21
22

Annex 3

TERMS AND CONDITIONS OF THE SUBSCRIPTION SYSTEM (ARTICLE 6.11)**ARTICLE 1 — SUBSCRIPTION**

1.1 The **Recipient**, who opts for the **Subscription System** in accordance with Article 6.11 (hereinafter referred to as the “**Subscriber**”), agrees to be bound by the following additional terms and conditions (the “**Subscription Terms**”).

1.2 The **Subscription** shall take effect upon receipt by the Secretary of the **Governing Body** of the duly signed **Registration Form** contained in *Annex 4*. The Secretary shall notify the **Subscriber** of the date of receipt. The **Subscriber** shall not be required to sign *Annex 4* of any subsequent Standard Material Transfer Agreement, during the period of **Subscription**.

1.3 The **Subscriber** shall be relieved of any obligation to make payments under any previously signed Standard Material Transfer Agreement, and only the payment obligations in these **Subscription Terms** shall apply.

1.4 The **Governing Body** may amend the **Subscription Terms** at any time. Such amended Subscription Terms shall not apply to any existing **Subscription**, unless the **Subscriber** notifies the **Governing Body** of its agreement to be subject to the amended **Subscription Terms**. Should the **Subscriber** agree to the amended **Subscription Terms**, such agreement shall not affect the date on which the **Subscription** had taken effect.

ARTICLE 2 — REGISTER

The **Subscriber** agrees that its full name, contact details and the date at which **Subscription** took effect, shall be placed on a public register (the “**Register**”), and undertakes to immediately communicate any changes to this information to the **Governing Body** of the **Treaty**, through its Secretary.

ARTICLE 3 — MONETARY BENEFIT-SHARING

3.1 In order to share the monetary benefits from the use of **Plant Genetic Resources for Food and Agriculture** under the **Treaty**, the **Subscriber** shall make annual payments based on the [Sales] [of **Plant Genetic Resources for Food and Agriculture** covered by the **Multilateral System**][of **Plant Genetic Resources for Food and Agriculture** listed in Annex I of the **Treaty**].

[3.2 The following rates of payment shall apply to [Sales] [of **Plant Genetic Resources for Food and Agriculture** covered by the **Multilateral System**][of **Plant Genetic Resources for Food and Agriculture** listed in Annex I of the **Treaty**]:

[xx]% when the [**Products** or] products are available without restriction, and

[yy]% when the [**Products** or] products are not available without restriction.]

[3.2BIS At the request of the **Subscriber**, the higher rate of payment shall apply to **Sales** without distinction.]

[3.2 ALT The applicable rate of payment in relation to **Sales** [of **Plant Genetic Resources for Food and Agriculture** covered by the **Multilateral System**][of **Plant Genetic Resources for Food and Agriculture** listed in Annex I of the **Treaty**] shall be [zz]%.]

1 3.3 Notwithstanding the above, no payment shall be required for a **Subscriber** in a year in
2 which its **Sales** do not exceed US\$ [xxx].

3 3.4 Payment shall be made within sixty (60) days after closure of accounts each financial
4 year, for the previous year. Whenever the **Subscription** took effect during the year, the **Recipient**
5 shall make a proportionate payment for the first year of its **Subscription**.

6 3.5 The **Subscriber** shall submit to the **Governing Body** of the **Treaty**, through its
7 Secretary, within sixty (60) days after closure of accounts each financial year a statement of
8 account, including in particular the following:

- 9 a) Information on the [Sales] of the products for which payment was made;
10 b) Information that allows for the identification of the applicable payment rate or rates;
11 c) the source of the verifiable information provided;

12 [or a signed declaration showing that it is exempted from payment in accordance with Article 3.3
13 above].

14 Such information shall be treated as confidential business information, to the extent specified by
15 the reporting entity within the limits set by **this Agreement**, and shall be made available to the
16 third party beneficiary, in the context of dispute settlement, as provided for in Article 8 of **this**
17 **Agreement**, and to the Secretary of the **Governing Body** for aggregated reporting purposes on
18 income to the fund established by the **Governing Body** in accordance with Article 19.3f of the
19 **Treaty**.

20 3.6 All payments due to the **Governing Body** shall be payable in *United States dollars (US\$)*
21 for the following account established by the **Governing Body** in accordance with Article 19.3f of
22 the **Treaty**:

23 **FAO Trust Fund (USD) GINC/INT/031/MUL,**
24 **IT-PGRFA (Benefit-sharing),**
25 **Citibank**
26 **399 Park Avenue, New York, NY, USA, 10022,**
27 **Swift/BIC: CITIUS33, ABA/Bank Code: 021000089, Account No. 36352577**
28

29 **ARTICLE 4 — WITHDRAWAL FROM AND TERMINATION OF THE** 30 **SUBSCRIPTION**

31 4.1 The **Subscription** shall be in force until the **Subscriber** withdraws from it, or the
32 **Governing Body** terminates it as provided for in Article 4.5 below.

33 4.2 The **Subscriber** may withdraw from its **Subscription** upon six months written notice to
34 the **Governing Body** through its Secretary, not less than 10 years from the date that the
35 **Subscription** took effect.

36 [4.3 Upon withdrawal from its **Subscription**, the Subscriber shall no longer use the **Material**
37 and shall offer to return it to the **Provider**. If this is not possible or the **Provider** declines the
38 offer, the **Subscriber** shall transfer the **Material** to an international institution that has signed an
39 agreement with the **Governing Body** under Article 15 of the **Treaty**.]

40 [4.4 The monetary benefit-sharing provisions of Article 3 of these **Subscription Terms** shall
41 continue for two years from the end of the **Subscription**. Notwithstanding the foregoing, only
42 Articles 4, 6.1, 6.2, 6.3, 6.4, 6.9, 6.10 and 8 of **this Agreement** shall continue to apply after the
43 end of the **Subscription**.]

44
45 [4.5] In the case of a material breach of any of the obligations by the **Subscriber**, the

1 third party beneficiary shall inform the **Subscriber** in writing of the alleged breach. If such
2 breach is not remedied within thirty (30) days of notice being given, the third party
3 beneficiary shall initiate dispute settlement in accordance with Article 8 of **this Agreement**.
4 In case the dispute is not satisfactorily resolved within six months, the third party beneficiary
5 may terminate the **Subscription** and claim damages, as appropriate. The third party
6 beneficiary may decide that the **Subscriber** shall not have the right to opt for the
7 **Subscription System** in any Standard Material Transfer Agreement signed by it in the
8 future, until the **Governing Body** decides otherwise. The third party beneficiary shall bring
9 the matter to the attention of the following session of the **Governing Body**.

10

11

Annex 4

REGISTRATION FORM

The **Recipient** hereby declares to opt for the **Subscription System**, in accordance with Article 6.11 of **this Agreement**.

It is understood and expressly agreed that **Recipient**'s full name, contact details and the date at which **Subscription** took effect, shall be placed on a public register of **Subscribers** (the "**Register**"), and that any changes to this information is communicated immediately to the **Governing Body** of the **Treaty**, through its Secretary, by the **Recipient** or its authorised official.

Signature..... Date.....

Full name of Recipient:

Address:

Telephone: Email:

Recipient's authorised official:

Address:

Telephone: Email:

NB: The **Subscriber** must also sign or accept **this Agreement**, as provided for in Article 10, without which **Registration** is not valid.

The **Subscriber** shall signify acceptance by returning a signed **Registration Form** to the Governing Body, through its Secretary, at the address below. A signed **Registration Form** must be accompanied by a copy of **this Agreement**.

The Secretary,
International Treaty on Plant Genetic Resources for Food and Agriculture
Food and Agriculture Organization of the United Nations
I-00153 Rome, Italy]