

International Poplar Commission (IPC) (Working Party on Genetics, Conservation and Improvement)

(Extract from MTA)

AGREEMENT ON RESTRICTIONS TO THE USE OF REPRODUCTIVE MATERIAL OF EXPERIMENTAL POPLAR/WILLOW CLONES EXCHANGED BETWEEN RESEARCH INSTITUTIONS

FOREWORD

With regard to the need for cooperation in the field of poplar/willow clonal selection in order to spread the results of breeding activities to the benefit of both growers and users in the general interest of the whole Community, the exchange of genetic material, especially of clones at an advanced stage of selection, is to be encouraged.

On the other hand, considering the high costs of breeding and the need to safeguard the breeder's right to protect his achievements in order to obtain a return to his investment, the use made of exchanged material must in no way imperil the possibility of eventually securing the protection in any country in which the breeder might ask for it.

THE OWNER'S STATEMENT

The undersigned, representing the _____ (henceforth referred to as THE OWNER) will send reproductive material of the clones, of the type and in the quantity listed below to the _____ (henceforth referred to as THE RECIPIENT), after the following statement has been signed for acceptance by a representative whose signature is binding for THE RECIPIENT. Any use of the material exchanged or of any material derived from it different from those listed below is to be considered unauthorized, unless written case-by-case authorization has been conceded by THE OWNER.

The undersigned furthermore declares that THE OWNER has exclusive ownership rights on all the clones listed below.

Date,

Signature of THE OWNER

LIST OF REPRODUCTIVE MATERIAL TO BE EXCHANGED

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RECIPIENT'S AND OWNER'S OBLIGATIONS

The undersigned, representing THE OWNER and THE RECIPIENT, agree to respectively supply and receive the reproductive material listed above and to observe the following rules and restrictions for its use and for the use of any material derived from it (henceforth collectively referred to as THE MATERIAL).

1. THE MATERIAL will be used for experimental purposes only and under the direct control of THE RECIPIENT. However, the following experimental uses are not authorized:

- none (that is: only commercial use is forbidden);
- genetic manipulation (e.g. genetic transformation);

use as parent in breeding programmes;

any use different from what is described in a detailed experimental plan produced by THE RECIPIENT, approved by THE OWNER and enclosed to the present Agreement of which it is part.

2. THE MATERIAL will not be ceded to third parties, not even for experimental purposes. Field trials can be established on third parties' land only if THE RECIPIENT has secured exclusive rights of use of THE MATERIAL, by means of an appropriate contract, excluding the land owner from any use of THE MATERIAL for the whole duration of the experiments and forbidding him to reproduce it from plants or parts of plants that may have been left in the field after the conclusion of the trial. In any case, at the end of the trial, every reasonable effort must be made to remove from the field all the material that might be used for vegetative propagation.

3. In case of trials established on third parties' land, THE RECIPIENT will not disclose the identity of THE MATERIAL to the land owner. In case labels are placed in the fields, THE MATERIAL will be referred to by means of codes whose meaning will in no way permit identification to third parties. THE OWNER must be informed of the correspondence between the codes and the original denomination of THE MATERIAL.

4. A field experiment is to be considered concluded when the plants have been physically removed from the land.

5. THE RECIPIENT will take every reasonable precaution in order to prevent unauthorized propagation of THE MATERIAL, will prosecute the responsible of such an act and will inform THE OWNER thereof.

6. THE RECIPIENT will keep record of all the field trials and laboratory experiments in which THE MATERIAL is employed, and will put all this information at the disposal of THE OWNER upon request.

7. Further vegetative propagation of THE MATERIAL by THE RECIPIENT:

is admitted, but THE RECIPIENT will have to keep accurate record of it and will put this information at the disposal of THE OWNER upon request;

is not admitted, unless a written case-by-case authorization, specifying quantity and type of the propagation material to be employed, is obtained from THE OWNER.

is not admitted; further needs for research purposes will require a new Agreement.

8. THE RECIPIENT will be the sole owner of and the only responsible for the scientific results of the experiments. However THE RECIPIENT will disclose the results to THE OWNER, upon request, even before their publication. In case THE OWNER makes use of this information in any written formal or informal document or communication, the source of the information must be clearly acknowledged.

9. In particular, THE RECIPIENT will put the results of the experiments at the disposal of THE OWNER in case THE OWNER should decide to use them either for the registration of a clone or to secure a plant variety right.

10. THE RECIPIENT will acknowledge the origin of THE MATERIAL in any official or informal publication of the results of the experiments.

11. THE RECIPIENT will destroy all that might be used for vegetative propagation of THE MATERIAL and will refrain from further propagation upon request by THE OWNER. The experiments already under way or already planned with no reasonable possibility to be altered will continue until their planned conclusion, before THE MATERIAL they include is destroyed.

12. No responsibility can be claimed by one signing party against the other for the execution of the present agreement, as far as each of them has fulfilled its own obligations.

Date,

Signature of THE OWNER

Date,

Signature of THE RECIPIENT

Made in three copies. One copy, duly signed by both parties will be kept by THE RECIPIENT, two by THE OWNER.