

MATERIAL TRANSFER AGREEMENT

Centre for Genetic Resources, the Netherlands (CGN)

DLO Foundation

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The Centre for Genetic Resources, the Netherlands (CGN) manages a bank of plant genetic resources under a mandate of the Netherlands government. CGN has traditionally adhered to a policy of unrestricted availability of germplasm held in its genebank. In the interest of keeping this material available for future research and utilization, CGN has undertaken not to claim legal ownership over the germplasm held in its genebank, or to seek any intellectual property rights over that germplasm or related information. To ensure continued free availability of the germplasm CGN passes on the same obligations to all future recipients of its germplasm.

Rules for the future exchange of germplasm for food and agriculture are currently being discussed in the FAO Commission on Plant Genetic Resources, in coordination with the Conference of the Parties to the Convention on Biological Diversity. Depending on the results of these negotiations the contents of this material transfer agreement might be adapted in future to conform to a revision of FAO's International Undertaking on Plant Genetic Resources and/or to internationally agreed standards. The Netherlands government is actively participating in these negotiations with the aim of assuring that any future regime will facilitate exchange and utilization of this precious global resource and the fair and equitable sharing of benefits derived from the commercial or other utilisations of the germplasm.

The recipient hereby agrees not to claim ownership over the material to be received or over material that is essentially derived¹ from the material received, nor to seek intellectual property rights over that germplasm or related information². He/she further agrees to ensure that any subsequent person or institution to whom he/she may make samples of the germplasm available is bound by the same provision, to explicitly state to this person or institution that the germplasm has been obtained from CGN as freely available material, and to provide this person or institution with all information on that germplasm as supplied by CGN.

CGN does not warrant the safety, quality, viability or purity (genetic or mechanical) of the germplasm nor the accuracy of passport or other data provided with it. Its phytosanitary condition is only warranted as described in the phytosanitary certificate attached to the samples.

It is the recipient's responsibility to comply with the recipient's country's biosafety and import regulations and any of the country's rules governing the release of genetic material.

¹ as defined for varieties in art. 14, 5(b) of the International Convention for the Protection of New Varieties of Plants, Act of 1991

² as available in the CGN crop database

The recipient hereby agrees to furnish relevant performance data arising from the evaluation of the germplasm. Upon request of the recipient these data will only be made publicly available after an embargo period.

If the conditions mentioned above are not met by the recipient, such to the discretion of CGN, CGN may refuse future shipments to the ordering institute, corporation or person.

Samples of the following germplasm accessions will be made available to the applicant upon return of this Material Transfer Agreement.

CGNnr	CGNnr	CGNnr	CGNnr	CGNnr

CGN requests the applicant to complete this agreement by authorised signature of ordering institute, corporation or person:

Name of recipient _____

Institution _____

Full address _____

Authorised signature _____ Date _____

Name and title _____

For the Centre for Genetic Resources, the Netherlands,

Director (L. Visser) _____ Date _____