



Guidelines

FOR THE IMPLEMENTATION OF

**THE INTERNATIONAL TREATY ON PLANT GENETIC
RESOURCES FOR FOOD AND AGRICULTURE FOR
FACILITATED ACCESS AND BENEFIT SHARING
UNDER MULTILATERAL SYSTEM**



GUIDELINES

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AGRICULTURE

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Foreword

The International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA) and its Multilateral System (MLS) present a practical, equitable framework for the conservation and sustainable use of plant genetic resources for food and agriculture (PGRFA) and for the fair and equitable sharing of benefits arising from their use. As the National Centre for Genetic Resources and Biotechnology (NACGRAB), custodian of the national genebank and a focal point on plant genetic resources; we have a central role in implementing the Treaty at the national level. This guideline has been prepared to support that role by providing clear, operational guidance for facilitating access to PGRFA under the MLS and for ensuring that benefit-sharing obligations are respected and delivered and was made possible through the support of the **CGIAR *Genebanks Accelerator***.

This guidelines aim to ensure national implementation of the ITPGRFA by using the SMTA for all MLS transfers; provide timely, predictable and equitable access to Annex I crops and forages for research, breeding and training for food and agriculture; strengthen documentation, data management and traceability to support access, monitoring and reporting; promote both non-monetary (information exchange, capacity building, technology transfer, joint research) and appropriate monetary benefit-sharing; and align national procedures with international obligations while respecting domestic laws and the customary rights of farmers and indigenous communities.

NACGRAB remains committed to conserving our country's plant genetic resources and to making them available in a manner that supports sustainable agricultural development and food security while ensuring fair and equitable benefit sharing. This guideline is a living instrument: it will be periodically reviewed and updated as practice evolves, new Treaty guidance is issued, and national needs change. I encourage users to provide feedback so that we can refine our procedures and strengthen our collective capacity to implement the ITPGRFA effectively.

On behalf of NACGRAB, I thank the many national and international partners (The Alliance of Bioversity International-CIAT), stakeholders and experts whose input shaped this guideline. Together we can ensure that our genebank not only safeguards plant genetic diversity but also serves as a catalyst for innovation, resilient agriculture and shared benefits for present and future generations.

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ABBREVIATIONS

ABS	Access and Benefit Sharing
CBD	Convention on Biological Diversity
CGIAR	Consultative Group on International Agricultural Research
FAO	Food and Agriculture Organization of the United Nations
FGN	Federal Government of Nigeria
FMA&FS	Federal Ministry of Agriculture and Food Security
FME	Federal Ministry of Environment
FMIST	Federal Ministry of Innovation, Science and Technology
IP	Import Permit
ITPGRFA	International Treaty on Plant Genetic Resources for Food and Agriculture
MDAs	Ministries Departments and Agencies
MLS	Multilateral System
NARIs	National Agricultural Research Institutes
NAQS	Nigeria Agricultural Quarantine Services
NACGRAB	National Centre for Genetic Resources and Biotechnology
CNA	Competent National Authority
NGO	Non-Governmental Organization
PGR	Plant Genetic Resources
PGRFA	Plant Genetic Resources for Food and Agriculture
PSC	Phytosanitary Certificate
SMTA	Standard Material Transfer Agreement

USE OF TERMS

- *Public domain* - materials that are not subject to intellectual property rights.
- “*of the Contracting Parties*” - includes material held by structures of the central national administration, such as government departments and national genebanks. It may also extend to parastatal organizations.
- *Annex 1* - PGRFA covered under the Multilateral system include approximately 35 crops (or crop complexes) and 29 forages.
- *Contracting party* - A country that has signed and ratified the Treaty.
- *Control* - the legal power to dispose of the material.
- *Ex situ collection* - a collection of plant genetic resources for food and agriculture maintained outside their natural habitat.
- *Ex situ conservation* - the conservation of plant genetic resources for food and agriculture outside their natural habitat.
- *Genetic material* - any material of plant, animal, microbial origin including reproductive and vegetative propagating material, containing functional units of heredity.
- *In situ conservation* - the conservation of ecosystems and natural habitats and the maintenance and recovery of viable populations of species in their natural surroundings and, in the case of domesticated or cultivated plant species, in the surroundings where they have developed their distinctive properties.
- *Instrument of ratification* - Document indicating the endorsement of the Head of government to the treaty

- *In-trust collections* - PGRFA collections managed by international organizations, including CGIAR Centers, that signed agreements with FAO in 1994 to hold those collections in trust for the benefit of the international community. Pursuant to Article 15 of the International Treaty on Plant Genetic Resources for Food and Agriculture, those same international institutions are invited to manage their 'in trust' collections under the Plant Treaty framework.
- *Legal Persons* - A legal entity, such as an incorporated body or organization
- *Management* - the capacity to determine how the material is handled.
- *Ministry* - a government department that is headed by a Minister and that has agriculture-related responsibilities.
- *Natural Persons* - An individual human person
- *Plant Genetic Resources* - any material of plant origin, including reproductive and vegetative propagating material, containing functional units of heredity.
- *Plant Genetic Resources for Food and Agriculture* - 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 received from the Multilateral System, and hence distinct from it, that is not yet ready for commercialization.
- *Standard Material Transfer Agreement (SMTA)*- The Standard Material Transfer Agreement (SMTA) is a standard contract that sets out the terms and conditions for transferring plant genetic

material that is included in the Multilateral System. It was adopted by the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture at its First Session in 2006.

- *The Governing body of the Treaty* – is composed by the representatives of all the Contracting Parties.
- *Treaty* - International Treaty on Plant Genetic Resources for Food and Agriculture
- *Variety* - a plant grouping, within a single botanical taxon of the lowest known rank, defined by the reproducible expression of its distinguishing and other genetic characteristics.

Section I

INTRODUCTION

Plant Genetic Resources for Food and Agriculture (PGRFA) are essential to crop improvement, agricultural resilience and national food security. Because genetic diversity is a shared global resource and no country is entirely self-sufficient, timely access to a broad range of PGRFA and associated information is critical for breeding, research, conservation and sustainable agricultural development in Nigeria.

The International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA) establishes a Multilateral System (MLS) of access and benefit-sharing (ABS) to facilitate such access for the PGRFA listed in Annex I of the Treaty. Through the Standard Material Transfer Agreement (SMTA), Contracting Parties (i.e. countries which have ratified the Treaty) make specified PGRFA available under predictable standard terms and conditions, while ensuring fair and equitable sharing of benefits through the Benefit Sharing Fund (BSF) of the Treaty. As a Contracting Party to the ITPGRFA, as well as to the Convention on Biological Diversity (CBD) and its Nagoya Protocol, Nigeria has committed to implementing these multilateral agreements in a manner mutually consistent amongst them and with its national ABS laws and policies.

Nigeria signed the ITPGRFA on 10th June 2002 and submitted the instrument of ratification to FAO on 6th September 2022, officially becoming a Contracting Party on 5th December 2022.

The objectives of the Treaty are the conservation and sustainable use of PGRFA and the fair and equitable sharing of the benefits arising out of their use, in harmony with the CBD, for sustainable agriculture and food security. As per Article 12 of the Treaty, all Contracting Parties are obliged to provide facilitated access to PGRFA that are under their management and control and in the public domain. Contracting Parties

are also obliged to encourage natural and legal persons within their jurisdiction, who hold such PGRFA, to include these in the multilateral system (MLS) of the Treaty to facilitate their access. The complete list of the 35 food crops and 29 forage crops included into the MLS (also referred to as Annex 1 crops) is reproduced in Annexure I of this document.

These guidelines set out Nigeria's procedures for accessing PGRFA under the MLS. They aim to provide clear, transparent and harmonized steps for requesting, granting and using PGRFA materials and associated information; to promote the sustainable conservation and use of PGRFA; and to ensure equitable benefit-sharing, capacity building and compliance with relevant domestic and international obligations.

This document comprises practical, easy-to-use guidelines designed for plant breeders, farmers, scientists, seed enterprises, genebank staff and other stakeholders who need to understand how the MLS works in Nigeria and how to access PGRFA under it. It simplifies the policy framework into clear steps and plain language so that users and providers can quickly find what they need and follow the procedure for requesting, exchanging and receiving PGRFA materials in the MLS.

By translating the national policy into an operational handbook, these guidelines aim to promote transparent and efficient access to PGRFA, support sustainable use and conservation, and ensure equitable sharing of benefits in line with Nigeria's international and domestic commitments.

Section II

2.0 FACILITATING ACCESS TO PGRFA AND THE FAIR AND EQUITABLE SHARING OF THE BENEFITS ARISING FROM THEIR USE UNDER THE MLS OF THE PLANT TREATY

2.1 Access Requirements

2.1.1 Eligible Persons for Access to PGRFA conserved or held in Nigeria

Plant genetic resources for food and agriculture (PGRFA) under the multilateral system shall be available to:

- Natural and legal persons located in Nigeria, and any other Country that is a Contracting Party to the Treaty;
- International institutions that have signed agreements under Article 15 of the International Treaty.

2.1.2 Exclusions

These Guidelines do not apply to PGRFA held or distributed by international organizations operating in Nigeria, which have signed Article 15 Agreements with the Governing Body of the Plant Treaty, including materials that:

- (i) they hold 'in trust';
- (ii) that they received under an SMTA or with permission to distribute with an SMTA; or
- (iii) improved materials that they developed, which are derived from PGRFA included in the Multilateral System.

Access by non-Contracting Parties

Access by other countries, which are not Contracting Parties, will be in accordance with the extant relevant national ABS legislation, on a bilateral basis.

2.2 Access Cost

Access to plant genetic resources under the Multilateral System shall be free of charge, and in case of fees, the charges shall not exceed minimum administrative costs.

2.3 Access Conditions

- Accessed PGRFA shall be used or conserved only for the purposes of research, breeding and training for food and agriculture.
- The Recipient must not claim any intellectual property (IP) or other rights that limit the facilitated access to the Material provided under the Multilateral System, or its genetic parts or components, in the form received from the Multilateral System (in accordance with Article 6.2 of the SMTA).
- Access to PGRFA protected by IP and other property rights shall be consistent with relevant international agreements, and with relevant national laws (see Article 12.3(a) of the Treaty).
- Facilitated access to PGRFA included in the Multilateral System must be provided under the terms and conditions of the Standard Material Transfer Agreement (SMTA) that was adopted at the first session of the Governing Body (GB) of the Treaty (see Appendix 2). The SMTA is the contractual instrument that binds the recipient to the conditions described above, as well as to the benefit sharing conditions of the Treaty. In particular, the recipient can improve, utilize and commercialize the products of his or her research subject to the benefit-sharing requirements enshrined in SMTA. The SMTA must also be used for third party transfers of the material to subsequent users (Article 12.4 of the Treaty).
- The National Centre for Genetic Resources and Biotechnology (NACGRAB) is the nodal agency for the management and exchange of PGR for research purposes in Nigeria, and it

coordinates the supply of PGRFA of Annex I Crops for the purpose of the Treaty, in consultation with other relevant national research institutions/organizations, and with the concurrence of the National Focal Point (NFP) designated under the Treaty.

- As of October 2025, Nigeria has notified FAO of the inclusion of 8,278 accessions from the list of Annex I and non-Annex I crops. More materials will be notified to the Treaty as and when necessary.
- For phytosanitary purposes, Nigerian organizations that access PGRFA from other countries must address their request for import to the Nigeria Agricultural Quarantine Services (NAQS).
- Voucher samples along with passport data of all PGRFA so accessed/supplied, shall be conserved and documented by the Competent National Authority.
- The materials received and maintained under conservation must be continually made available to users through the Standard Material Transfer Agreement under the Multilateral System.

2.4 Access to In-Situ PGRFA of Annex 1 crops and forages

Access to plant genetic resources of Annex 1 crops and forages found *in situ* shall comply with national laws governing protected areas, with requests addressed to the competent national authority as per applicable laws. The transfer of PGRFA material must occur using the Standard Material Transfer Agreement (SMTA), with the authorizing entity/authority providing a copy to the Competent National Authority.

2.5 Access to Annex 1 PGRFA beyond the scope of the MLS

Access to Annex 1 PGRFA for purposes beyond the Multilateral System's scope (such as chemical, pharmaceutical and/or other non-food/feed industrial uses) shall be governed by Nigerian laws, including those implementing the Convention on Biological Diversity and its

Nagoya Protocol. Requests shall be directed to the Competent National Authorities as per applicable laws.

2.6 Criteria for Access Requests

Access to Annex I PGRFA shall be granted if requested for authorized purposes, with the applicant accepting the terms and conditions of the SMTA, availability of sufficient resources, payment of handling charges, if applicable, and a confirmation of the recipient's location in a Contracting Party. Additional conditions may apply for access to *in situ* resources as per national laws governing protected areas.

2.6.1 Access to PGRFA under Development

Access to Plant Genetic Resources for Food and Agriculture under Development is at the discretion of the developer, in accordance with the SMTA. Providers of PGRFA under Development can add additional terms and conditions to those already included in the SMTA when they transfer such materials to subsequent recipients. These additional terms must be consistent with, and not run counter to, the SMTA.

2.6.2 Access to PGRFA not covered by the Multilateral System

Access to PGRFA that are not included in the MLS shall follow the procedures established by other applicable national laws, including access and benefit-sharing laws.

2.6.3 Access for Non-Food/Non-Feed Purposes

Access to Annex 1 PGRFA for purposes beyond the scope of the MLS/SMTA (i.e., industrial, non-food/feed purposes) shall comply with existing access and benefit-sharing laws, with requests directed to the relevant authority/ies as per national regulations under the Nagoya Protocol (in accordance with Article 6.1 of the SMTA).

2.7 Authorization for Access to Plant Genetic Resources

2.7.1 Competent National Authority and authorized national public institutions

The Competent National Authority (CNA) and authorized national public institutions (NARIs) holding plant genetic resources for food and agriculture under the multilateral system are empowered to receive, process, approve, or reject applications for facilitated access. These entities must comply with the terms and conditions outlined in this Policy.

2.8 Reporting the Transfers under the SMTA

- All authorized national institutions processing access applications must report every approval or rejection to the Competent National Authority under the Treaty.
- All recipients of PGRFA materials in the MLS that are received from outside the country must notify the Competent National Authority.
- All providers of PGRFA are required to report those transfers to Governing Body of the Plant Treaty in accordance with Article 5(e) of the SMTA and Governing Body Resolution 2/2009, Annex 2, Part III ('Information to be provided to the Governing Body by parties to the SMTA').
- If necessary, the CNA will furnish assistance to providers to make these reports available to the Governing Body and/or the providers may seek assistance from the Plant Treaty Secretariat.

Section III

3.1 PROCEDURES FOR OBTAINING PLANT GENETIC RESOURCES FOR FOOD AND AGRICULTURE (PGRFA)

UNDER THE MULTILATERAL SYSTEM (MLS) OF THE ITPGRFA

1. Confirm eligibility of the material:

- Check i) that the crop/variety is listed in Annex I of the ITPGRFA (only Annex I crops are mandatorily included into the MLS by Contracting Parties), or ii) whether the material (non-Annex I) is made voluntarily available under the same conditions through the SMTA by a Contracting Party, or iii) is part of an ‘in trust’ collection of Article 15 institutions having signed an Agreements with the Governing Body of the Treaty, or has been received by an Article 15 institution under an SMTA or with permission to redistribute with an SMTA, or is constituted by improved materials derived from PGRFA in the Multilateral System.

2. Identify the provider and the national focal point and/or the competent national authority, as appropriate:

- Use the Global Information System (GLIS) of the Treaty, Genesys or other information systems, and contact national or international genebanks, research institutions, or other organizations that hold PGRFA under the terms and conditions of the MLS to identify and locate the materials of interest.
- If unsure, contact the National Focal Point and/or the Competent National Authority for the ITPGRFA in Nigeria (NACGRAB is Competent National Authority for Nigeria) or in other Contracting Parties where the materials are held. This step is not necessary in case the material is held by an Article 15 institution.

3. Prepare and submit a request:

- Submit a recipient request letter or the national MLS request form.

- Any required permits (import/export phytosanitary certificates or national ABS permits for non-annex I materials that are not voluntarily included into the MLS)
- Submit the request to the provider or Authorized Entity by the prescribed method (email/online portal/form).

4. Review and SMTA issuance: /

- The SMTA must be reviewed and signed by the recipient and the provider before the material is transferred – or otherwise accepted by the provider (e.g. through a click-wrap or shrink-wrap agreement, as applicable).
- No material will be sent without a duly concluded SMTA.

5. Comply with transfer and movement requirements:

- Ensure any national phytosanitary, quarantine or import/export requirements are met (e.g., phytosanitary certificates).
- Some transfers may require additional national approvals or documentation; follow the provider's instructions.

6. Receive material and abide by SMTA terms:

- Use the material in accordance with the SMTA: typically for research, breeding, training and conservation.
- The SMTA includes provisions on intellectual property: recipients may seek IP on innovations but cannot impose restrictions that limit access to the same PGRFA in the form received from the MLS.
- Recipients must keep records of use and follow reporting obligations specified in the SMTA and by the provider/national authority.

7. Benefit-sharing obligations:

- If the recipient commercializes a product (i.e. PGRFA in the form of seeds or other propagating materials) that incorporates MLS material and that product is not available without restrictions to others for further research and breeding, monetary benefit-sharing payments will be due under the SMTA. Non-monetary benefits (sharing information, technology transfer, capacity-building, collaborations) are also encouraged and frequently provided.
- Nigeria's national policy and the SMTA contain the detailed terms and payment options for benefit-sharing; consult these documents and the national Authorized Entity (NACGRAB for Nigeria) for more information on specific obligations.

8. Reporting, monitoring and compliance:

- Fulfill any reporting requirements to the provider or national authority (e.g., use reports, commercialization notifications).
- Providers and national authorities as well as the Third-Party Beneficiary (i.e. FAO) may monitor compliance; failure to comply with the terms and conditions of the SMTA may lead to Dispute Settlement in accordance with Article 8 of the SMTA or denial of future access.

3.2 SPECIFIC GUIDELINES FOR FACILITATED ACCESS TO PGRFA

The following procedure will be followed for processing applications for the export of PGRFA under the Multilateral System of the Treaty.

1. Access shall be provided only for PGRFA (Annex 1 and non-annex 1 crops) notified by Nigeria under the MLS of the Treaty.
2. Access to PGRFA can be granted by authorized public institutions holding PGRFA under the Multilateral System and by other natural and legal persons who have voluntarily included Annex I PGRFA

under their management and control within the Multilateral System.

3. After the approval, the institutions holding the PGRFA inform the Competent National Authority (NACGRAB) to ensure the documentation of supply of PGRFA as per established Standard Operation Procedures (SOPs).
4. For the export of PGRFA, an Import Permit (IP) from the importing country may be required. The Nigeria Agricultural Quarantine Service (NAQS) will issue the necessary Phytosanitary Certificate (PSC).
5. The seed/planting material shall be exported to the requesting country under the provisions of SMTA. The SMTA shall be signed before the transfer of PGRFA only as hard copies or electronic copies, and the designated officers will be the authorized signatory.
6. For importing PGRFA under MLS of the Treaty, any natural or legal person can make a request to providers in other Contracting Parties or to any Article 15 institutions holding collections within the purview of the MLS.

3.3 Procedures for requestors/users from other Contracting Parties to Access Plant Genetic Resources for Food and Agriculture (PGRFA) under the Multilateral System (MLS) in Nigeria

Step 1: Check that the materials are listed in Annex 1 of the Treaty or can voluntarily be made available through the SMTA and identify which Nigerian institution holds the materials of interest (List of institutions and mandate crops is in Appendix 1).

Step 2: Obtain accession numbers.

- Step 3: Prepare a request letter and email the letter to the genebank/curator and copy Nigeria's ITPGRFA focal point, NACGRAB (*nacgrab@gmail.com/info@nacgrab.gov.ng*).
- Step 4: Complete the SMTA and sign your section and return it.
- Step 5: Confirm and secure any Nigerian export authorization, phytosanitary certificate from NAQS (can be arranged by the provider), as needed. Ensure you have required import/quarantine clearance in your country.
- Step 6: Arrange shipment with the provider.
- Step 7: Comply with SMTA obligations after receipt: Use material only as permitted (research/breeding/training/food and agriculture), redistribute only under another SMTA, respect IP and benefit-sharing provisions (provide monetary contributions if commercialization and other required triggers are met), comply with all reporting obligations under the SMTA (report triggers for any due benefit-sharing payments, further transfers of materials, etc.), and keep updated records of use/transfers.

Section IV

BENEFIT SHARING AND VOLUNTARY INCLUSION OF ANNEX 1 PGRFA IN THE MLS

4.1 Benefit Sharing

4.1.1 Non-monetary benefit sharing:

Access to PGRFA under the Multilateral System in itself is a major non-monetary benefit associated with the Multilateral System of Access and Benefit Sharing.

Other non-monetary benefits associated with the MLS is access to, and exchange of information, access to and transfer of technology, and capacity-building. (Refer to Articles 12.3 a, d and g, as well as the benefit sharing provisions of article 13.2d(ii)).

4.1.2 Monetary benefit sharing

In accordance with Article 13.d (ii) of the Treaty, the details of monetary benefit sharing obligations are set out in the SMTA. Articles 6.7 of the SMTA requires that a recipient, who commercializes a Product incorporating materials accessed from MLS, and where such Product is not available without restriction to others for further research and breeding, shall pay a fixed percentage of its sales to the ‘Trust Fund’ established as per Article 19.3 of the Treaty, known as the Benefit Sharing Fund (BSF). In addition, Article 6.8 of the SMTA provides that where such PGRFA Product is available without restriction to others for further research and breeding, the recipient is simply encouraged to make voluntary payments into the BSF. Finally, Article 6.11, provides for the so-called alternative crop-based payment scheme, whereby the recipient may chose, at its own will, to pay a lower (discounted) rate calculated on all of its sales of a single crop, while receiving access to all materials of that chosen crop from any source in the MLS for a period of at least 10 year.

The funds received pursuant to either of the above options are disbursed from the Benefit Sharing Fund through a competitive process whereby the Secretariat periodically issues calls for proposals. Each call specifies the focus of activities to be supported. Proposals are selected by a regionally balanced expert panel approved by the Plant Treaty’s Governing Body.

Governmental and non-governmental organizations and farmers organizations may submit proposals, following the guidelines issued by the Secretariat, normally coordinating and channelling their submissions through the National Focal Point. The NCA will inform potentially interested applicants in Nigeria about calls for proposals when they are issued. The NCA may provide technical support to teams developing those proposals.

4.2 Voluntary inclusion of Annex 1 PGRFA in the MLS by natural and legal persons in Nigeria

All the stakeholders shall be encouraged to include materials under their management and control in the Multilateral System. In order to achieve this NACGRAB shall:

1. Create awareness on the benefits of including PGRFA under the management and control of natural and legal persons from Nigeria in the MLS;
2. Provide information from the Competent National Authority on the process for including such PGRFA in the Multilateral System;
3. Ensure participatory and inclusive PGRFA collecting expeditions and activities;
4. Provide easy access to collected PGRFA by the natural and legal persons;
5. Promote strong advocacy and awareness of the benefit accrual to being a voluntary participant;
6. Provide adequate acknowledgement of the source of materials being shared under the MLS;
7. Promote public recognition and commendation of NARIs that have identified and/or characterised accessions/materials that can solve immediate challenges associated with production stress in a particular crop.

For further enquiry:

Contact: ITPGRFA National Focal Point

*National Centre for Genetic Resources and Biotechnology
(NACGRAB),*

P. M. B 5382, Moor Plantation, Ibadan, Nigeria

Website: www.nacgrab.gov.ng

Email: nacgrab@gmail.com

**Appendix I: National Agricultural Research Institutes
and their mandate crops**

S/N	INSTITUTIONS	RESOURCES	
1	National Institute for Horticultural Research (NIHORT), P.M.B 5432, Idi-Shin, Ibadan	Vegetables, fruit trees and Horticultural Crops	Public
2	National Cereals Research Institute (NCRI), P.M.B. 8, Bida, Badeggi, Niger state	Rice, soybean, Acha, castor, sesame, sugarcane, stevia	Public
3	Institute for Agricultural Research (IAR), P.M.B 1044, Zaria	Maize, sorghum, cowpea, groundnut, cotton, castor, Jatropha, sunflower, etc.	Public
4	Lake Chad Research Institute (LCRI), P.M.B 1293, Gamboru-Ngala Road, Maiduguri	Millet, wheat, barley, finger millet	Public
5	Cocoa Research Institute of Nigeria (CRIN), P.M.B. 5244, Idi-Ayunre, Ibadan	Cocoa, cashew, tea, coffee, kolanut	Public
6	Institute of Agricultural Research and Training (IAR&T), P.M.B 5029, Moor plantation, Ibadan	Maize, kenaf, cowpea, sunflower, etc.	Public
7	National Root Crops Research Institute (NRCRI) Umudike	Cassava, yam, sweet potato, Potato, taro, ginger, etc.	Public
8	Nigerian Institute for Oil Palm Research (NIFOR), P.M.B 1030 Benin City	Oil palm, dates	Public
9	Rubber Research Institute of Nigeria (RRIN), 3-5, Osazuwa Avenue, Benin City	Rubber, gum arabic and other latex producing plants	Public

Appendix II: Standard Material Transfer Agreement

PREAMBLE

WHEREAS

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

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

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

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

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

Article 12.4 of the **Treaty** provides that facilitated access under the **Multilateral System** shall be provided pursuant to a Standard Material Transfer Agreement, and the **Governing Body** of the **Treaty**, in its Resolution 1/2006 of 16 June 2006, adopted the Standard Material Transfer Agreement.

ARTICLE 1 — PARTIES TO THE AGREEMENT

1.1 The present 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:,,,

hereinafter referred to as “the **Provider**”),

¹ *Note by the Secretariat:* as suggested by the Legal Working Group during the Contact Group for the Drafting of the Standard Material Transfer Agreement, defined terms have, for clarity, been put in bold throughout.

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,

“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**.

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

“Sales” means the gross income resulting from the **commercialization** of a **Product** or

Products, by the **Recipient**, its affiliates, contractors, licensees and lessees.

“To commercialize” means to sell a **Product** or **Products** for monetary consideration on the open market, and **“commercialization”** has a corresponding meaning. **Commercialization** shall

not include any form of transfer of **Plant Genetic Resources for Food and Agriculture under Development**.

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

ARTICLE 3 — SUBJECT MATTER OF THE MATERIAL TRANSFER AGREEMENT

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

ARTICLE 4 — GENERAL PROVISIONS

- 4.1 **This Agreement** is entered into within the framework of the **Multilateral System** and shall be implemented and interpreted in accordance with the objectives and provisions of the **Treaty**.
- 4.2 The parties recognize that they are subject to the applicable legal measures and procedures, that have been adopted by the Contracting Parties to the **Treaty**, in conformity with the **Treaty**, in particular those taken in conformity with Articles 4, 12.2 and 12.5 of the **Treaty**.³
- 4.3 The parties to **this Agreement** agree that the Food and Agricultural Organization of the United Nations, acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**, is the third party beneficiary under **this Agreement**.
- 4.4 The third party beneficiary has the right to request the appropriate information as required in Articles 5e, 6.5c, 8.3 and *Annex, 2 paragraph 3*, to **this Agreement**.

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

ARTICLE 5 — RIGHTS AND OBLIGATIONS OF THE PROVIDER

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

- a) Access shall be accorded expeditiously, without the need to track individual accessions and free of charge, or, when a fee is charged, it shall not exceed the minimal cost involved;
- b) All available passport data and, subject to applicable law, any other associated available non-confidential descriptive information, shall be made available with the **Plant Genetic Resources for Food and Agriculture** provided;
- c) Access to **Plant Genetic Resources for Food and Agriculture under Development**, including material being developed by farmers, shall be at the discretion of its developer, during the period of its development;

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 other relevant institutions will be applicable.

- d) Access to **Plant Genetic Resources for Food and Agriculture** protected by intellectual and other property rights shall be consistent with relevant international agreements, and with relevant national laws;
- e) The **Provider** shall periodically inform the **Governing Body** about the Material Transfer Agreements entered into, according to a schedule to be established by the **Governing Body**. This information

shall be made available by the **Governing Body** to the third party beneficiary.⁴

ARTICLE 6 — RIGHTS AND OBLIGATIONS OF THE RECIPIENT

- 6.1 The **Recipient** undertakes that the **Material** shall be used or conserved only for the purposes of research, breeding and training for food and agriculture. Such purposes shall not include chemical, pharmaceutical and/or other non-food/feed industrial uses.
- 6.2 The **Recipient** shall not claim any intellectual property or other rights that limit the facilitated access to the **Material** provided under **this Agreement**, or its genetic parts or components, in the form received from the **Multilateral System**.
- 6.3 In the case that the **Recipient** conserves the **Material** supplied, the **Recipient** shall make the **Material**, and the related information referred to in Article 5b, available to the **Multilateral System** using the Standard Material Transfer Agreement.
- 6.4 In the case that the **Recipient** transfers the **Material** supplied under **this Agreement** to another person or entity (hereinafter referred to as “the **subsequent recipient**”), the **Recipient** shall
 - a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement; and
 - b) notify the **Governing Body**, in accordance with Article 5e. On compliance with the above, the **Recipient** shall have no further obligations regarding the actions of the **subsequent recipient**.
- 6.5 In the case that the **Recipient** transfers a **Plant Genetic Resource for Food and Agriculture under Development** to another person or entity, the **Recipient** shall:

- a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement, provided that Article 5a of the Standard Material Transfer Agreement shall not apply;
- b) identify, in *Annex 1* to the new material transfer agreement, the **Material** received from the **Multilateral System**, and specify that the **Plant Genetic Resources for Food and Agriculture under Development** being transferred are derived from the **Material**;

⁴ *Note by the Secretariat:* The Standard Material Transfer Agreement makes provision for information to be provided to the **Governing Body**, in the following Articles: 5e, 6.4b, 6.5c and 6.11h, as well as in *Annex 2*, paragraph 3, *Annex 3*, paragraph 4, and in *Annex 4*. Such information should be submitted to:

The Secretary

International Treaty on Plant Genetic Resources for Food and Agriculture
Food and Agriculture Organization of the United Nations

I-00100 Rome, Italy

- c) notify the **Governing Body**, in accordance with Article 5e; and
 - d) have no further obligations regarding the actions of any **subsequent recipient**.
- 6.6 Entering into a material transfer agreement under paragraph 6.5 shall be without prejudice to the right of the parties to attach additional conditions, relating to further product development, including, as appropriate, the payment of monetary consideration.
- 6.7 In the case that the **Recipient commercializes a Product** that is a **Plant Genetic Resource for Food and Agriculture** and that incorporates **Material** as referred to in Article 3 of **this**

Agreement, and where such **Product** is not **available without restriction** to others for further research and breeding, the **Recipient** shall pay a fixed percentage of the **Sales** of the **commercialized Product** into the mechanism established by the **Governing Body** for this purpose, in accordance with *Annex 2* to **this Agreement**.

- 6.8 In the case that the **Recipient commercializes a Product** that is a **Plant Genetic Resource for Food and Agriculture** and that incorporates **Material** as referred to in Article 3 of **this Agreement** and where that **Product** is **available without restriction** to others for further research and breeding, the **Recipient** is encouraged to make voluntary payments into the mechanism established by the **Governing Body** for this purpose in accordance with *Annex 2* to **this Agreement**.
- 6.9 The **Recipient** shall make available to the **Multilateral System**, through the information system provided for in Article 17 of the **Treaty**, all non-confidential information that results from research and development carried out on the **Material**, and is encouraged to share through the **Multilateral System** non-monetary benefits expressly identified in Article 13.2 of the **Treaty** that result from such research and development. After the expiry or abandonment of the protection period of an intellectual property right on a **Product** that incorporates the **Material**, the **Recipient** is encouraged to place a sample of this **Product** into a collection that is part of the **Multilateral System**, for research and breeding.
- 6.10 A **Recipient** who obtains intellectual property rights on any **Products** developed from the **Material** or its components, obtained from the **Multilateral System**, and assigns such intellectual property rights to a third party, shall transfer the benefit-sharing obligations of **this Agreement** to that third party.

6.11 The **Recipient** may opt as per *Annex 4*, as an alternative to payments under Article 6.7, for the following system of payments:

- a) The **Recipient** shall make payments at a discounted rate during the period of validity of the option;
- b) The period of validity of the option shall be ten years renewable in accordance with

Annex 3 to this Agreement;

- c) The payments shall be based on the **Sales** of any **Products** and of the sales of any other products that are **Plant Genetic Resources for Food and Agriculture** belonging to the same crop, as set out in Annex 1 to the **Treaty**, to which the **Material** referred to in *Annex 1 to this Agreement* belongs;
- d) The payments to be made are independent of whether or not the **Product** is available without restriction;
- e) The rates of payment and other terms and conditions applicable to this option, including the discounted rates are set out in *Annex 3 to this Agreement*;
- f) The **Recipient** shall be relieved of any obligation to make payments under Article 6.7 of **this Agreement** or any previous or subsequent Standard Material Transfer Agreements entered into in respect of the same crop;
- g) After the end of the period of validity of this option the **Recipient** shall make payments on any **Products** that incorporate **Material** received during the period in which this Article was in force, and where such **Products** are not **available without restriction**. These payments will be calculated at the same rate as in paragraph (a) above;
- h) The **Recipient** shall notify the **Governing Body** that he has opted for this modality of payment. If no notification is provided the alternative modality of payment specified in Article 6.7 will apply.

ARTICLE 7 — APPLICABLE LAW

The applicable law shall be General Principles of Law, including the UNIDROIT Principles of International Commercial Contracts 2004, the objectives and the relevant provisions of the **Treaty**, and, when necessary for interpretation, the decisions of the **Governing Body**.

ARTICLE 8 — DISPUTE SETTLEMENT

- 8.1 Dispute settlement may be initiated by the **Provider** or the **Recipient** or the (*the entity designated by the **Governing Body***), acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**.
- 8.2 The parties to **this Agreement** agree that the (*the entity designated by the **Governing Body***), representing the **Governing Body** and the **Multilateral System**, has the right, as a third party beneficiary, to initiate dispute settlement procedures regarding rights and obligations of the **Provider** and the **Recipient** under **this Agreement**.
- 8.3 The third party beneficiary has the right to request that the appropriate information, including samples as necessary, be made available by the **Provider** and the **Recipient**, regarding their obligations in the context of **this Agreement**. Any information or samples so requested shall be provided by the **Provider** and the **Recipient**, as the case may be.
- 8.4 Any dispute arising from **this Agreement** shall be resolved in the following manner:
 - a) Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute by negotiation.
 - b) Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation through a neutral third party mediator, to be mutually agreed.
 - c) Arbitration: If the dispute has not been settled by negotiation or mediation, any party may submit the dispute for arbitration under the Arbitration Rules of an

international body as agreed by the parties to the dispute. Failing such agreement, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. Either party to the dispute may, if it so chooses, appoint its arbitrator from such list of experts as the Governing Body may establish for this purpose; both parties, or the arbitrators appointed by them, may agree to appoint a sole arbitrator, or presiding arbitrator as the case may be, from such list of experts. The result of such arbitration shall be binding.

ARTICLE 9 — ADDITIONAL ITEMS

Warranty

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

Duration of Agreement

- 9.2 **This Agreement** shall remain in force so long as the **Treaty** remains in force.

ARTICLE 10 — SIGNATURE/ACCEPTANCE

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

I, Dr. Inés Sanchez (Head of Genetic Resources Unit, WARDA), represent and warrant that I have the authority to execute **this Agreement** on behalf of the **Provider** 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**.

Signature Date.....

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**.

Signature Date.....

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

Anneex 1

LIST OF MATERIALS PROVIDED

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

This information is either provided below or can be obtained at the following website: (*URL*).

The following information is included for each **Material** listed: all available passport data and, subject to applicable law, any other associated, available, non-confidential descriptive information.

(*List*)

		Observations
Breadfruit	<i>Artocarpus</i>	Breadfruit only.
Asparagus	<i>Asparagus</i>	
Oat	<i>Avena</i>	
Beet	<i>Beta</i>	

Brassica complex	<i>Brassica</i> et al.	Genera included are: <i>Brassica</i> , <i>Armoracia</i> , <i>Barbarea</i> , <i>Camelina</i> , <i>Crambe</i> , <i>Diplotaxis</i> , <i>Eruca</i> , <i>Isatis</i> , <i>Lepidium</i> , <i>Raphanobrassica</i> , <i>Raphanus</i> , <i>Rorippa</i> , and <i>Sinapis</i> . This comprises oilseed and vegetable crops such as cabbage, rapeseed, mustard, cress, rocket, radish, and turnip. The species <i>Lepidium meyenii</i> (maca) is excluded.
Pigeon Pea	<i>Cajanus</i>	
Chickpea	<i>Cicer</i>	
Citrus	<i>Citrus</i>	Genera <i>Poncirus</i> and <i>Fortunella</i> are included as root stock.
Coconut	<i>Cocos</i>	
Major aroids	<i>Colocasia</i> , <i>Xanthosoma</i>	Major aroids include taro, cocoyam, dasheen and tannia.
Carrot	<i>Daucus</i>	
Yams	<i>Dioscorea</i>	
Finger Millet	<i>Eleusine</i>	
Strawberry	<i>Fragaria</i>	

Sunflower	<i>Helianthus</i>	
Barley	<i>Hordeum</i>	
Sweet Potato	<i>Ipomoea</i>	
Grass pea	<i>Lathyrus</i>	
Lentil	<i>Lens</i>	
Apple	<i>Malus</i>	
Cassava	<i>Manihot</i>	<i>Manihot esculenta</i> only.
Banana / Plantain	<i>Musa</i>	Except <i>Musa textilis</i> .
Rice	<i>Oryza</i>	
Pearl Millet	<i>Pennisetum</i>	
Beans	<i>Phaseolus</i>	Except <i>Phaseolus polyanthus</i> .
Pea	<i>Pisum</i>	
Rye	<i>Secale</i>	
Potato	<i>Solanum</i>	Section <i>tuberosa</i> included, except <i>Solanum phureja</i> .
Eggplant	<i>Solanum</i>	Section <i>melongena</i> included.
Sorghum	<i>Sorghum</i>	
Triticale	<i>Triticosecale</i>	

Wheat		Including <i>Agropyron</i> , <i>Elymus</i> , and <i>Secale</i> .
Faba Bean / Vetch	<i>Vicia</i>	
Cowpea et al.	<i>Vigna</i>	
Maize		Excluding <i>Zea perennis</i> , <i>Zea diploperennis</i> , and <i>Zea luxurians</i> .

Forages

Genera	Species
LEGUME FORAGES	
<i>Astragalus</i>	<i>chinensis</i> , <i>cicer</i> , <i>arenarius</i>
<i>Canavalia</i>	<i>Ensiformis</i>
<i>Coronilla</i>	<i>Varia</i>
<i>Hedysarum</i>	<i>Coronarum</i>
<i>Lathyrus</i>	<i>cicera</i> , <i>ciliolatus</i> , <i>hirsutus</i> , <i>ochrus</i> , <i>odoratus</i> , <i>sativus</i>
<i>Lespedeza</i>	<i>cuneata</i> , <i>striata</i> , <i>stipulacea</i>

<i>Lotus</i>	<i>corniculatus, subbiflorus, uliginosus</i>
<i>Lupinus</i>	<i>albus, angustifolius, luteus</i>
<i>Medicago</i>	<i>arborea, falcata, sativa, scutellata, rigidula, truncatula</i>
<i>Melilotus</i>	<i>albus, officinalis</i>
<i>Onobrychis</i>	<i>Viciifolia</i>
<i>Ornithopus</i>	<i>Sativus</i>
<i>Prosopis</i>	<i>affinis, alba, chilensis, nigra, pallida</i>
<i>Pueraria</i>	<i>Phaseoloides</i>
<i>Trifolium</i>	<i>alexandrinum, alpestre, ambiguum, angustifolium, arvense, agrocicerum, hybridum, incarnatum, pratense, repens, resupinatum, rueppellianum, semipilosum, subterraneum, vesiculosum</i>
GRASS FORAGES	
<i>Andropogon</i>	<i>Gayanus</i>
<i>Agropyron</i>	<i>cristatum, desertorum</i>
<i>Agrostis</i>	<i>stolonifera, tenuis</i>
<i>Alopecurus</i>	<i>Pratensis</i>

<i>Arrhenatherum</i>	<i>Elatius</i>
<i>Dactylis</i>	<i>Glomerata</i>
<i>Festuca</i>	<i>arundinacea, gigantea, heterophylla, ovina, pratensis, rubra</i>
<i>Lolium</i>	<i>hybridum, multiflorum, perenne, rigidum, temulentum</i>
<i>Phalaris</i>	<i>aquatica, arundinacea</i>
<i>Phleum</i>	<i>Pratense</i>
<i>Poa</i>	<i>alpina, annua, pratensis</i>
<i>Tripsacum</i>	<i>Laxum</i>
OTHER FORAGES	
<i>Atriplex</i>	<i>halimus, nummularia</i>
<i>Salsola</i>	<i>Vermiculata</i>

Annex 2

RATE AND MODALITIES OF PAYMENT UNDER ARTICLE 6.7 OF THIS AGREEMENT

1. If a **Recipient**, its affiliates, contractors, licensees, and lessees, **commercializes a Product or Products**, then the **Recipient** shall pay one point-one percent (1.1 %) of the **Sales** of the **Product or Products** less thirty percent (30%); except that no payment shall be due on any **Product or Products** that:
 - (a) are **available without restriction** to others for further research and breeding in accordance with Article 2 of **this Agreement**;
 - (b) have been purchased or otherwise obtained from another person or entity who either has already made payment on the **Product or Products** or is exempt from the obligation to make payment pursuant to subparagraph (a) above;
 - (c) are sold or traded as a commodity.
2. 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 paragraph 1 above.
3. The **Recipient** shall submit to the **Governing Body**, within sixty (60) days after each calendar year ending December 31st, an annual report setting forth:
 - (a) the **Sales** of the **Product or Products** by the **Recipient**, its affiliates, contractors, licensees and lessees, for the twelve (12) month period ending on December 31st;
 - (b) the amount of the payment due; and
 - (c) information that allows for the identification of any restrictions that have given rise to the benefit-sharing payment.

4. Payment shall be due and payable upon submission of each annual report. All payments due to the **Governing Body** shall be payable in *(specified currency)*⁵ for the account of *(the Trust Account or other mechanism established by the **Governing Body** in accordance with Article 19.3f of the **Treaty**).*⁶

⁵ *Note by the Secretariat:* The Governing Body has not yet considered the question of currency of payment. Until it does so, Standard Material Transfer Agreements should specify United States dollars (US\$).

⁶ *Note by the Secretariat:* This is the Trust Account provided for in Article 6.3 of the Financial Rules, as approved by the Governing Body (*Appendix E* to this Report). The details of the Trust Account when established, will be introduced here, and communicated to Contract Parties.

Annex 3

TERMS AND CONDITIONS OF THE ALTERNATIVE PAYMENTS SCHEME

UNDER ARTICLE 6.11 OF THIS AGREEMENT

1. The discounted rate for payments made under Article 6.11 shall be zero point five percent (0.5 %) of the **Sales** of any **Products** and of the sales of any other products that are **Plant Genetic Resources for Food and Agriculture** belonging to the same crop, as set out in Annex 1 to the **Treaty**, to which the **Material** referred to in *Annex 1* to **this Agreement** belong.
2. Payment shall be made in accordance with the banking instructions set out in paragraph 4 of *Annex 2* to **this Agreement**.

3. When the **Recipient** transfers **Plant Genetic Resources for Food and Agriculture under Development**, the transfer shall be made on the condition that the **subsequent recipient** shall pay into the mechanism established by the **Governing Body** under Article 19.3f of the **Treaty** zero point five percent (0.5 %) of the **Sales** of any **Product** derived from such **Plant Genetic Resources for Food and Agriculture under Development**, whether the **Product** is **available or not without restriction**.
4. At least six months before the expiry of a period of ten years counted from the date of signature of **this Agreement** and, thereafter, six months before the expiry of subsequent periods of five years, the **Recipient** may notify the **Governing Body** of his decision to opt out from the application of this Article as of the end of any of those periods. In the case the **Recipient** has entered into other Standard Material Transfer Agreements, the ten years period will commence on the date of signature of the first Standard Material Transfer Agreement where an option for this Article has been made.
5. Where the **Recipient** has entered or enters in the future into other Standard Material Transfer Agreements in relation to material belonging to the same crop[s], the **Recipient** shall only pay into the referred mechanism the percentage of sales as determined in accordance with this Article or the same Article of any other Standard Material Transfer Agreement. No cumulative payments will be required.

Annex 4

OPTION FOR CROP-BASED PAYMENTS UNDER THE ALTERNATIVE PAYMENTS SCHEME UNDER ARTICLE 6.11 OF THIS AGREEMENT

I (*full name of **Recipient** or **Recipient's** authorised official*) declare to opt for payment in accordance with Article 6.11 of **this Agreement**.

Signature.....

Date.⁷

⁷ In accordance with Article 6.11h of the Standard Material Transfer Agreement, the option for this modality of payment will become operative only once notification has been provided by the **Recipient** to the **Governing Body**. The signed declaration opting for this modality of payment must be sent by the **Recipient** to the **Governing Body** at the following address, whichever method of acceptance of **this Agreement** (signature, shrink-wrap or click-wrap) has been chosen by the parties to **this Agreement**, and whether or not the **Recipient** has already indicated his acceptance of this option in accepting **this Agreement** itself:

The Secretary,

International Treaty on Plant Genetic Resources for Food and
Agriculture Food and Agriculture Organization of the United Nations
I-00100 Rome, Italy

The signed declaration must be accompanied by the following:

- The date on which **this Agreement** was entered into;
- The name and address of the **Recipient** and of the **Provider**;
- A copy of Annex 1 to **this Agreement**.

References

Publications of Food and Agriculture Organizations of the United Nations (FAO)

Publications of International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA)



 **dp** Depet Publishers