

**MATERIAL TRANSFER AGREEMENT
FOR PLANT GENETIC RESOURCES HELD IN TRUST
BY THE [CENTRE]¹**

¹ This MTA covers materials which are being transferred before the entry into force of the International Treaty on Plant Genetic Resources for Food and Agriculture. The Treaty envisages that the [Centre] will enter into an agreement with the Governing Body of the Treaty, once the Treaty enters into force. The [Centre] has indicated its intention to conclude such an agreement with the Governing Body. This agreement, in line with the Treaty, will provide for new MTAs and benefit-sharing arrangements for materials transferred after the entry into force of the agreement.

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The plant genetic resources (hereinafter referred to as the “material”) contained herein are being furnished by the [Centre] under the following conditions:

The [Centre] is making the material described in the attached list available as part of its policy of maximizing the utilization of material for research, breeding and training. The material was either developed by the [Centre]; or was acquired prior to the entry into force of the Convention on Biological Diversity; or if it was acquired after the entering into force of the Convention on Biological Diversity, it was obtained with the understanding that it could be made available for any agricultural research, breeding and training purposes under the terms and conditions set out in the agreement between the [Centre] and FAO dated 26 October 1994.

The material is held in trust under the terms of this agreement, and the recipient has no rights to obtain Intellectual Property Rights (IPRs) on the material or related information.

The recipient may utilize and conserve the material for research, breeding and training and may distribute it to other parties provided such other parties accept the terms and conditions of this agreement.²

The recipient, therefore, hereby agrees not to claim ownership over the material, nor to seek IPRs over that material, or its genetic parts or components, in the form received. The recipient also agrees not to seek IPRs over related information received.

The recipient further agrees to ensure that any subsequent person or institution to whom he/she may make samples of the material available, is bound by the same provisions and undertakes to pass on the same obligations to future recipients of the material.

The [Centre] makes no warranties as to the safety or title of 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 the 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.

Upon request, the [Centre] will furnish information that may be available in addition to whatever is furnished with the material. Recipients are requested to furnish the [Centre] with related data and information collected during evaluation and utilization.

The recipient of material provided under this MTA is encouraged to share the benefits accruing from its use, including commercial use, through the mechanisms of exchange of information, access to and transfer of technology, capacity building and sharing of benefits arising from commercialization. The [Centre] is prepared to facilitate the sharing of such benefits by directing them to the conservation and sustainable use of the plant genetic resources in question, particularly in national and regional programmes in developing countries and countries with economies in transition, especially in centres of diversity and the least developed countries.

The material is supplied expressly conditional on acceptance of the terms of this Agreement. The recipient’s acceptance of the material constitutes acceptance of the terms of this Agreement.

¹ The attention of the recipient is drawn to the fact that the details of the MTA, including the identity of the recipient, will be made publicly available.

² This does not prevent the recipients from releasing the material for purposes of making it directly available to farmers or consumers for cultivation, provided that the other conditions set out in this MTA are complied with.