



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



**International Treaty
on Plant Genetic Resources
for Food and Agriculture**

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

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

Rome, Italy, 16–19 September 2024

REPORT

ITEM 1. OPENING OF THE MEETING

1. The twelfth meeting of the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System (Working Group) was opened by the Co-Chairs, Mr. Sunil Archak (India) and Mr. Michael Ryan (Australia). The Co-Chairs recalled the mutual trust and understanding during the first phase of the process that had led to significant progress as a result of important compromises in several areas. They expressed their hope that discussions at this meeting would advance so that the Working Group could undertake text-based negotiations at its next meeting.

2. The Secretary of the International Treaty, Mr. Kent Nnadozie, welcomed the Working Group to FAO headquarters. He invited all participants to sustain the positive spirit, constructive engagement and commitment that prevailed throughout the meetings of the Working Group since its reestablishment at the Ninth Session of the Governing Body in New Delhi, India, in 2022. He assured the Working Group that the Secretary and his team were at the service of the Working Group, providing any support needed for a productive and successful meeting.

**ITEM 2. ADOPTION OF THE AGENDA AND ORGANIZATION OF
WORK**

3. The Working Group adopted its Agenda, as provided in *Appendix 1*. The list of participants of the meeting is contained in *Appendix 2*.

4. Regions and stakeholder groups made opening statements, describing their general approaches on major issues and expressing their readiness to engage constructively to reach agreements and to address the challenges before the Working Group, bearing in mind that a full package of measures should be presented to the Eleventh Session of the Governing Body by the end of next year. Regions and stakeholder groups thanked the Co-Chairs and the Secretariat for the high quality and clarity of the meeting documents, which had been published in all languages well ahead of time and which significantly helped them to prepare for this meeting. They also thanked the Co-Chairs for their efforts to ensure an inclusive and transparent process, especially by holding informal consultations ahead of all formal meetings of the Working Group, with Contracting Parties of all regions and with all stakeholder groups.

ITEM 3. PACKAGE OF MEASURES TO ENHANCE THE FUNCTIONING OF THE MULTILATERAL SYSTEM

5. The Co-Chairs introduced the agenda item and gave an overview of the available documentation, in particular the documents, IT/OWG-EFMLS-12/24/3.1 Rev.1, *Package of measures to enhance the functioning of the Multilateral System: Proposal by the Co-Chairs*, and IT/OWG-EFMLS-12/24/3.2 Rev.1, *Explanatory Notes on the Co-Chairs' Proposal for a Package of Measures to Enhance the Functioning of the Multilateral System*.
6. Following a request by the Working Group at its eleventh meeting, Mr. Jonathan Shoham (S&P Global) gave a presentation with an update on the study on sales and profitability in the seed sector, titled “*Revisiting seed company sales and profit: Results.*” The full study will be made available to the Working Group later this year to inform the discussion on payment structure and rates. The Working Group thanked Mr. Shoham for the insightful presentation and looked forward to receiving the full study.
7. The Working Group undertook a first reading of the draft Resolution, revised Standard Material Transfer Agreement (SMTA) and draft text for an amendment of Annex I. It agreed to use the text of the draft package of measures, as contained in *Appendix 3*, as the basis for further work at its thirteenth meeting. The Working Group identified a few areas requiring intersessional preparatory work before the thirteenth meeting. In addition, the Working Group made requests for improvements in various provisions of the draft package of measures and such requests have been summarized in boxes under *Appendix 3*.
8. The Working Group agreed that the payment structure is one of the areas in the draft package of measures that requires further development before the next meeting. The Working Group reiterated its strong support for the subscription mechanism, especially considering the objectives of establishing a simple, legally certain, and transparent system that increases user-based income to the Benefit-sharing Fund in a sustainable and predictable long-term manner. The Working Group also considered again that the subscription mechanism may meet the expectations for monetary benefit-sharing from the use of digital sequence information/genetic sequence data (DSI/GSD).
9. The Working Group however noted that there is still no consensus on a subscription only mechanism. While recalling the shared aims established by the Ninth Session of the Governing Body, through Resolution 3/2022, the Working Group therefore agreed to explore developing a subscription mechanism with two payment options (the early payment option and a deferred payment option) and in doing so, take into account the following criteria and factors:

Criteria

- Predictability of income from mandatory payments through the subscription mechanism
- Simplicity of the system for users and providers
- Attractiveness to the broadest range of users
- Legal certainty

Factors

- Rates and their balance, with the deferred payment being higher
- Making the early payment option most attractive
- Payment basis, in particular for the deferred payment option
- How DSI/GSD could be addressed within the deferred payment option
- Defining a registration process separate from SMTA
- Renewal, withdrawal and other operational matters (such as period of payment)
- Maintain benefits of Articles 6.7, 6.8 and 6.11, including how to encourage availability of Products without restriction
- Exemptions from payment obligations

- Potential role for complementary measures, such as voluntary contributions and recognition to subscribers

10. The Working Group recognized the potential value of a direct use option, requiring further elaboration and clarification, taking into account Article 12.3a of the International Treaty and subject to national legislation, as appropriate.

11. The Working Group requested the Co-Chairs to liaise with the Co-Chairs of the Standing Committee on the Funding Strategy and Resource Mobilization to streamline work on possible criteria for allocation of funds by the Benefit-sharing Fund and which supportive measures they could recommend to the Governing Body in support of the enhancement process.

12. On the amendment of Annex I, the Working Group discussed the proposal for expanding the coverage of the Multilateral System. The Working Group supported the inclusion of specific different safeguards in the draft package of measures, with emphasis on the sovereign rights and sovereign decision-making of Contracting Parties, as an important step to build consensus towards an expansion covering all plant genetic resources for food and agriculture. The Working Group discussed possible political and technical challenges for Contracting Parties to ratify the amendment and requested the Co-Chairs and the Secretariat to discuss these potential challenges with Regions and measures to facilitate ratification processes, during the intersessional period, so as to facilitate the finalization of the Amendment text. The Working Group recognized the importance of maintaining a balance between the expansion of the coverage of the Multilateral System and income generated to the Benefit-sharing Fund.

13. The Working Group reviewed the section on DSI/GSD in the draft Resolution and provided a number of improvements for discussion at its next Session. It reiterated that any proposals that address DSI/GSD within the Treaty should aim at being mutually supportive with a possible mechanism developed under the Convention on Biological Diversity (CBD), including to avoid duplicative payments. The Working Group invited Contracting Parties, and requested the Co-Chairs and the Secretariat, to play a constructive role in raising awareness on the importance of the Treaty's Multilateral System of Access and Benefit-sharing and the prospects for its enhancement by actively engaging with delegations and stakeholders in relevant ongoing CBD processes.

14. On the implementation and review of the enhanced Multilateral System, the Working Group discussed potential gaps and the need to maintain a balance between the number of ratifications of the amendment and the generation of income to the Benefit-sharing Fund.

ITEM 4. DEVELOPMENTS IN OTHER RELEVANT FORA

15. The Working Group received updates on recent developments in other relevant fora, specifically, at the CBD and the World Health Organization (WHO). The Working Group also received an update on the DSI policy brief that the Co-Chairs requested be prepared for this meeting. The Working Group took note of the Background Study Paper No. 73, *The role of digital sequence information in the conservation and sustainable use of genetic resources for food and agriculture: opportunities and challenges*, which was made available to the Working Group at the request of the Secretariat of the Commission on Generic Resources for Food and Agriculture.

16. Ms. Olla Shideed and Mr. Daniel Hougendobler of the WHO Secretariat provided a virtual update on the negotiations for a legally binding international instrument on pandemic prevention, preparedness and response by the Intergovernmental Negotiating Body (INB). The update included details on the objectives and substance of the proposed instrument and the timeline set by the INB to finalise the negotiations. With regard to the pathogen access and benefit-sharing system (PABS) being developed as part of the instrument, the WHO representatives noted that it should, in principle, cover both pathogen materials and sequence information, and some of the outstanding issues that the INB is committed to working on finding solutions and developing an international legally binding instrument as per their mandate.

17. Ms. Kathryn Garforth, Secretariat of the CBD provided an update on the developments at the CBD and its Nagoya Protocol, focusing on the negotiations related to digital sequence information (DSI). She informed the Working Group that the second meeting of the CBD Working Group on Benefit-Sharing from

the Use of DSI was held from 12 to 16 August 2024 in Montreal, Canada, which worked on a draft decision for the Conference of the Parties. The draft decision includes modalities for operationalizing the multilateral mechanism for the sharing of benefits arising from the use of DSI on genetic resources, and different components of the modalities. While containing numerous square brackets throughout the text, the recommended draft decision gave a clear indication of the options under consideration. It addresses the relationship with other international instruments and includes text on several concepts under discussion at this Working Group, such as establishment of possible thresholds for exemption from payments and guidance to databases. The representative of the Executive Secretary of the CBD also noted that the CBD's Advisory Committee on Resource Mobilization had held its third meeting in August 2024, considering the possible entity to receive and disburse the funds generated through the multilateral mechanism on benefit-sharing from the use of DSI. Finally, she mentioned that the sixteenth meeting of the Conference of the Parties to the CBD would be held in Cali, Colombia, later this year. The Secretariat will provide the hyperlinks to the upcoming webinars on DSI organized by the Secretariat of the CBD.

18. The Working Group also received a presentation by Ms. Isabel Lopez Noriega and Mr. Mathieu Rouard from the Centers of the Consultative Group on International Agricultural Research (CGIAR) regarding the policy brief prepared, at the invitation of the Co-Chairs, on the Generation, Use and Sharing of Digital Sequence Information in Crop Improvement. The policy brief was prepared to provide technical input to the Working Group for their discussions at this twelfth meeting. The presentation provided further details on how DSI/GSD is used in crop improvement, on the different stakeholders that generate and use DSI, and a mapping of the landscape of agriculture related databases with regards to DSI/GSD. The CGIAR representatives also addressed issues such as dematerialisation in the context of plant genetic resources for food and agriculture, the efficiency gains of DSI/GSD in the various plant breeding phases, and the different terms used in the context of DSI/GSD. The Working Group noted that there is need to utilise the information and related knowledge products developed by the CGIAR to assist Contracting Parties of the Treaty to gain a better understanding of some of the technical issues related to DSI/GSD, for instance, through webinars. The Co-Chairs welcomed the policy brief and encouraged the CGIAR to continue working on DSI/GSD issues, particularly on intellectual property rights and DSI/GSD database links to Multilateral System resources.

ITEM 5. FUTURE WORK

19. The Co-Chairs introduced the agenda item and outlined their suggestions on how best to plan the intersessional work in preparation for the Thirteenth meeting of the Working Group. The Working Group agreed that the following activities would be undertaken.

20. The Co-Chairs will establish a drafting group with one representative per Region to redraft the subscription mechanism to include two payment options, taking into account the criteria and factors provided in paragraph 9 of this Report. A small group will be tasked in parallel with redrafting text on direct use in the package of measures. Noting the importance of regional consultations to inform the future work of the Working Group, the Co-Chairs will work with the Secretariat to address the suggestions made at this meeting in the package of measures. The results of this work will be made available to the Working Group ahead of its next meeting.

21. The Co-Chairs will work with the Meridian Institute to organize an informal physical meeting which is tentatively taking place from 13 to 15 of December. The informal gathering will have a focus on DSI/GSD, including with regard to mutual supportiveness with the CBD and how to address DSI/GSD in the context of the payment options. It will also enable an exchange on payment rates and thresholds considering the study on sales and profitability in the seed sector referred to in paragraph 6. The format of the meeting will be similar to the one held in Prangins, Switzerland, in May 2023.

22. In preparation for the next meeting, the Working Group stressed the importance of holding regional consultations that will enable discussions with Contracting Parties that are not Members of the Working Group. Such consultations will offer an opportunity to develop further mutual understanding on the package of measures and in particular of the safeguards being planned for the amendment, measures that could be taken to facilitate the ratification process and a possible indication of exclusions that could be envisaged.

23. The Working Group requested the Co-Chairs to liaise with the seed sector to provide some early indications on the interest of companies to become subscribers based on a subscription mechanism with two payment options, as well as parameters related to rates.

24. The Co-Chairs invited the Regions to nominate one contact point in order to refine the processes outlined in this section, regarding terms of reference and participation.

ITEM 6. OTHER MATTERS

25. The Working Group did not discuss any other matters.

ITEM 7. ADOPTION OF THE REPORT

26. The Working Group adopted this Report of its twelfth meeting.

*Appendix 1***INTERNATIONAL TREATY ON PLANT GENETIC RESOURCES
FOR FOOD AND AGRICULTURE****TWELFTH MEETING OF THE AD HOC OPEN-ENDED WORKING
GROUP TO ENHANCE THE FUNCTIONING OF THE
MULTILATERAL SYSTEM****Rome, Italy, 16–19 September 2024****AGENDA**

1. Opening of the meeting
2. Adoption of the agenda and organization of work
3. Package of measures to enhance the functioning of the Multilateral System
4. Developments in other relevant for a
5. Future work
6. Other matters
7. Adoption of the Report

LIST OF PARTICIPANTS

The list of participants is available as document IT/OWG-EFMLS-12/24/LoP on the following webpage, under the section Report:

<https://www.fao.org/plant-treaty/meetings/meetings-detail/en/c/1674748/>

*Appendix 3***DRAFT PACKAGE OF MEASURES TO ENHANCE THE FUNCTIONING OF THE MULTILATERAL SYSTEM****DRAFT RESOLUTION **/2025: ENHANCING THE FUNCTIONING OF THE MULTILATERAL SYSTEM OF ACCESS AND BENEFIT-SHARING OF THE INTERNATIONAL TREATY****THE GOVERNING BODY,**

In the preambular paragraphs, a number of minor suggestions were made for further consideration at the next meeting, such as inclusion of a reference to non-monetary benefit-sharing under the current Multilateral System and the expectations for the enhancement.

Recalling Article 1 of the International Treaty; (AGREED AD REF)

Recalling that, in furtherance of these objectives, the International Treaty establishes a Multilateral System of Access and Benefit-sharing;

Recognizing that a fully functional, user-friendly and simple Multilateral System is central for the functioning and success of the International Treaty;

Recognizing the functioning of the Multilateral System since its implementation, especially with regard to the transfer of plant genetic resources for food and agriculture, and its contribution to reaching the objectives of the International Treaty, while not meeting all expectations;

Recalling Resolutions 2/2013, 1/2015 and 2/2017, by which Governing Body established, and subsequently extended the mandate of, the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System of Access and Benefit-sharing (the “Working Group”); (AGREED AD REF)

Recalling Resolution 3/2022, by which the Governing Body decided to re-establish the Working Group to finalize the enhancement of the functioning of the Multilateral System by the Eleventh Session of the Governing Body, through the process established in the Resolution, with the following shared aims:

- Increase the benefits that arise from the Multilateral System for all Contracting Parties and users, both monetary and non-monetary;
- Increase user-based income to the Benefit-sharing Fund in a sustainable and predictable long-term manner;
- Expand the crops and plant genetic diversity available through the Multilateral System;
- Improve the availability of plant genetic resources for food and agriculture in the Multilateral System;
- Make the Multilateral System more dynamic given that there are developments and emerging issues in science, innovation, plant breeding and global policy environment;
- Create legal certainty, administrative simplicity and transparency for everyone participating in the Multilateral System.

Recalling Resolution 3/2023, by which it further refined the mandate of the Working Group;

Having considered the report of the Working Group on the results of its work, and particularly the results of the [fourteenth] meeting that included the draft revised Standard Material Transfer Agreement, proposed by the Working Group, and a draft text for amending Annex I of the International Treaty; (AGREED AD REF)

Thanking the Working Group for its productive work and constructive spirit, *noting* the work across several biennia; (AGREED AD REF)

Further thanking the Co-chairs for their commitment and able guidance, which facilitated the successful conclusion of the tasks it requested from the Working Group, *noting* the work across several biennia; (AGREED AD REF)

Revised Standard Material Transfer Agreement

The text of this section may be enhanced by:

- Recalling fair and equitable benefit-sharing together with facilitated access;
- Considering links with Farmers' Rights;
- Reviewing the paragraph on access for direct use to address food security issues, considering technical and policy issues;
- Enhancing clarity and content of the text dealing with technicalities of the transitional period;
- Clarifying that the limits to the ability of supplying large quantities of materials apply to both national and international genebanks;
- Liaising with the Standing Committee on the Funding Strategy and Resource Mobilization on funding criteria;
- Adding further clarifications on terms and references to specific Treaty articles;

1. *Recalls* that facilitated access to the Multilateral System shall be provided pursuant to a Standard Material Transfer Agreement;
2. *Recalls* that the terms of the Standard Material Transfer Agreement should be attractive to both providers and recipients of plant genetic resources for food and agriculture, in order to encourage their participation in the Multilateral System, and *notes* that the Standard Material Transfer Agreement should be in conformity with the International Treaty, be effective, and should ensure the efficient implementation of the Multilateral System;
3. *Adopts* the revised Standard Material Transfer Agreement as contained in *Appendix 1* to this Resolution; (AGREED AD REF)
4. *Decides* that the revised Standard Material Transfer Agreement as contained in *Appendix 1* to this Resolution replaces the current Standard Material Transfer Agreement as of 1 July 2026; (AGREED AD REF)
5. Further *decides* that a Provider and a Recipient who signed or accepted a Standard Material Transfer Agreement before 1 July 2026 have the right to jointly agree on replacing such Standard Material Transfer Agreement with the revised Standard Material Transfer Agreement as contained in *Appendix 1* to this Resolution; (AGREED AD REF)
6. *Recognizing* that, in some regions, capacity constraints and limited presence of a commercial seed sector constrains the ability of Multilateral System to support breeding of products adapted to the needs of those regions, *agrees* that material may be accessed from the Multilateral System to directly address food security issues on the basis the material is not used for commercial purposes;
7. *Decides* that the subscription mechanism under the revised Standard Material Transfer Agreement will be open as of 1 July 2026 and that, until the amendment of Annex I of the International Treaty enters into force, facilitated access under the subscription mechanism is provided to the plant genetic resources for food and agriculture listed in the current Annex I and to all other plant genetic resources for food and agriculture made available under the terms and conditions of the Multilateral System, and payments under the subscription mechanism will be calculated based on the list of plant genetic resources for food and agriculture; (AGREED AD REF)
8. *Recognizes* the importance of the Multilateral System to enable access to plant genetic resources for food and agriculture to a wide range of users, in particular family farmers, indigenous peoples, small plant breeding companies and public institutions, as reflected by the introduction in the revised Standard Material

Transfer Agreement of a threshold of yearly sales of plant genetic resources for food and agriculture, under which a recipient will not be required to make payments;

9. *Recalls* that pursuant to Article 15 of the International Treaty, CGIAR Centers and other international institutions have signed a number of Agreements with the Governing Body, agreeing to provide Annex I materials in accordance with Part IV of the International Treaty and provide current non-Annex I materials subject to guidance from the Governing Body; (AGREED AD REF)
10. *Recalling* that at its Second Session it endorsed that interpretative footnotes or series of footnotes would be included to relevant provisions of the Standard Material Transfer Agreement for transfers of non-Annex I material collected before the entry into force of the International Treaty to be used by CGIAR Centers, *confirms* that CGIAR Centers and other Article 15 institutions should start using the revised Standard Material Transfer Agreement as of July 2026, for the distribution of all materials under the Multilateral System, and *appeals* to Contracting Parties and other governments, especially host countries, to facilitate the implementation of Article 15 Agreements, in particular their ability to exchange and transfer plant genetic resources for food and agriculture under the Treaty; (AGREED AD REF)
11. *Recognizes* that the revised Standard Material Transfer Agreement is not intended to limit the rights of farmers, subject to national law and as appropriate, to save, use, exchange and sell farm-saved seed/propagating material;
12. *Recalls* Article 12.3d of the International Treaty, which provides that Recipients shall not claim any intellectual property or other rights that limit the facilitated access to the plant genetic resources for food and agriculture or their genetic parts or components, in the form received from the Multilateral System;
13. *Welcomes* the new WIPO Treaty on Intellectual Property, Genetic Resources and Associated Traditional Knowledge (WIPO Treaty), and *notes* that the Multilateral System of the International Treaty is mentioned in Article 2 of the WIPO Treaty as an example of a “source of genetic resources” that a patent applicant may have to disclose;
14. *Notes* that the revisions to the Standard Material Transfer Agreement do not alter the rights, roles and responsibilities of the third party beneficiary and *invites* the Food and Agriculture Organization of the United Nations, as the third party beneficiary, to continue to carry out the roles and responsibilities, as identified and prescribed in the revised Standard Material Transfer Agreement, under the direction of the Governing Body, in accordance with the procedures adopted by the Governing Body through Resolution 5/2009; (AGREED AD REF)
15. *Requests* the Secretary to publicize the adoption and to promote the implementation of the revised Standard Material Transfer Agreement including through provision of technical support and background information as well as through communication efforts for various users, including international, regional or national capacity-building workshops, subject to the availability of financial resources; (AGREED AD REF)
16. *Appreciates* there are limits to the ability of genebanks and, as highlighted in the statement issued by CGIAR Centers upon signature of their Article 15 agreements in 2006, CGIAR Centers to respond to large requests covering a broad range of materials; (AGREED AD REF)
17. *Urges* Contracting Parties to the International Treaty, as well as institutions that have concluded agreements with the Governing Body under Article 15 of the International Treaty, to take measures necessary for the implementation of the revised Standard Material Transfer Agreement as contained in *Appendix 1* to this Resolution; (AGREED AD REF)
18. *Requests* the Secretary of the International Treaty to monitor the implementation and operation of the revised Standard Material Transfer Agreement as contained in *Appendix 1* to this Resolution, in particular the new subscription mechanism, with a view to provide a comprehensive report on progress to the Governing Body at each subsequent Session; (AGREED AD REF)
19. *Encourages* natural and legal persons who hold plant genetic resources for food and agriculture to include such plant genetic resources for food and agriculture in the Multilateral System;
20. *Requests* the Standing Committee on the Funding Strategy and Resource Mobilization (Funding Committee) to consider possible criteria for allocation of funds by the Benefit-sharing Fund, such as payments made by entities in a given country; whether a country has ratified the amended Annex I; whether

a country is actively sharing the material through the Multilateral System; whether a country has made its material fully available; and to consider the possibility of establishing a mechanism under which payments made by a Recipient located in the territory of a Contracting Party that is in a developing country or in a territory of a Contracting Party with an economy in transition, then 60%-80% of the amount effectively transferred into the Benefit-sharing Fund will be allocated to finance projects for the implementation of the International Treaty in that Contracting Party;

21. *Recalling* Article 18.4 of the International Treaty and further *recalling* with appreciation the voluntary contributions made by Contracting Parties to the Benefit-sharing Fund in the past, *invites* Contracting Parties in a position to do so, especially Contracting Parties that are developed countries, the private sector, NGOs and other sources, at their earliest opportunity, to make pledges to the Benefit-sharing Fund for the period from 2026 to 2031 as an important trust building measure in light of the enhancement of the Multilateral System; (AGREED AD REF)

22. *Requests* the Secretary of the International Treaty to inform the Governing Body on the state of the pledges done; (AGREED AD REF)

Amendment of Annex I

The text of this section may be enhanced by:

- Adding language on support to be provided to National Focal Points when practically implementing the expansion at national level;
- Improving clarity that the amendment would only relate to plant genetic resources for food and agriculture found in ex situ collections;
- Revising text related to declarations bearing in mind national sovereignty;
- Considering the possibility of using the SMTA for both domestic and international transfers;
- Aligning text in relation to access to in situ material with the Treaty language;
- Revisiting the limitations to finance projects related to excluded species.

23. *Recalls* that under Article 3 the scope of the International Treaty is plant genetic resources for food and agriculture and that, for the purposes of this Treaty, these are defined under Article 2 as any genetic material of plant origin that is of actual or potential value for food and agriculture;

24. *Recalls* that in their relationships with other States, the Contracting Parties recognize the sovereign rights of States over their own plant genetic resources for food and agriculture, including that the authority to determine access to those resources rests with national governments and is subject to national legislation, as provided for in Article 10.1 of the International Treaty;

25. *Decides* to adopt the amendment to Annex I of the International Treaty as contained in *Appendix 2* to this Resolution, in accordance with Articles 23 and 24 of the International Treaty; (AGREED AD REF)

26. *Decides* that the Governing Body acts as the Governing Body for the amendment, comprising the Contracting Parties that have ratified, accepted or approved the amendment; (AGREED AD REF)

27. *Noting* that the amendment contained in *Appendix 2* to this Resolution contains several safeguards, including in particular the option for Contracting Parties of a declaration of exclusion, *decides* that the Benefit-sharing Fund should not support projects related to excluded species in Contracting Parties that have excluded those species (AGREED AD REF) and *calls upon* Contracting Parties to exercise restraint in making a declaration of exclusion under the amendment; (AGREED AD REF)

28. *Recalling* that the list of plant genetic resources for food and agriculture in the current Annex I to the International Treaty contains exemptions, limitations and exclusions, *notes* that the amended Annex I to the International Treaty contained in *Appendix 2* to this Resolution also covers plant genetic resources for food and agriculture that were previously excluded or exempted;

29. *Encourages* all Contracting Parties to consider ratifying, accepting or approving the amendment contained in *Appendix 2* to this Resolution as soon as possible to allow for its timely entry into force, *recognizing* that the responsibility for identifying the plant genetic resources for food and agriculture that are

available under the Multilateral System according to Article 11 of the International Treaty rests with national governments;

30. *Invites* Contracting Parties who avail themselves of the right stipulated in that paragraph to consider eliminating plant genetic resources for food and agriculture from their list whenever possible and communicate such decision to the Secretary, and *requests* the Secretary to make such lists publicly available;
31. *Requests* Contracting Parties which are making a declaration to state clear reasons for any exclusion, which may include, *inter alia*, pre-existing legal restrictions, socio-economic or cultural reasons, bearing in mind food security and interdependence; (AGREED AD REF)
32. *Recalling* that the availability of and facilitated access to material in the Multilateral System is an incentive for subscription to the Multilateral System, *decides* to review the status of declarations of exclusions to the amendment as part of its review in 2031 relating to the availability of and facilitated access provided to material within the Multilateral System; (AGREED AD REF)
33. *Recalling* that under Article 12.3h of the International Treaty Contracting Parties agree that access to plant genetic resources for food and agriculture found in *in situ* conditions will be provided according to national legislation or, in the absence of such legislation, in accordance with such standards as may be set by the Governing Body, *encourages* Contracting Parties to provide access according to the terms and conditions of the Multilateral System to plant genetic resources for food and agriculture found in *in situ* conditions, as appropriate;
34. *Requests* the Secretary to promote the ratification, acceptance or approval of the amendment of Annex I including through communication efforts and the provision of background information to Contracting Parties and others, to support or facilitate timely ratification, acceptance or approval by as many Contracting Parties as possible; (AGREED AD REF)
35. *Requests* the Secretary to publish background information that may assist Contracting Parties in the ratification and implementation of the amended Annex I taking into account, *inter alia*, the study “The Plants that Feed the World”;
36. *Requests* the Secretary to provide an indicative factual list of plant genetic resources for food and agriculture that are being made available under the amended Annex I to the International Treaty, in its regular reports to the Governing Body on the implementation and operations of the Multilateral System;
37. *Invites* the Director General of FAO to inform the FAO Conference about the amendment of Annex I and to promote its ratification, acceptance or approval by Member Countries that are Contracting Parties of the International Treaty; (AGREED AD REF)
38. *Invites* Contracting Parties, pending entry into force of the amendment, to already make available under the terms and conditions of the Multilateral System the full extent of their plant genetic resources for food and agriculture; (AGREED AD REF)

Digital sequence information / genetic sequence data

The text of this section may be improved by:

- Affirming the importance of sharing data, including DSI/GSD, in the context of the International Treaty;
- Clarifying terms used for accessing DSI/GSD;
- Clarifying and revisiting text related to intellectual property rights regarding DSI/GSD, keeping in mind Art. 12.3d of the International Treaty;
- Refining possible ways to indicate the Multilateral System as a source in DSI/GSD databases;
- Benefit-sharing from the use of DSI/GSD in relation to the deferred payment option;
- Revisiting text on mutual supportiveness with the CBD after COP-16.

39. *Recognizes* the important role of digital sequence information/genetic sequence data on plant genetic resources for food and agriculture in conserving and sustainably using these resources;

40. *Affirms* the importance of maintaining open access to digital sequence information/genetic sequence data on plant genetic resources for food and agriculture in the Multilateral System for conservation, agricultural research and plant breeding;
41. *Reaffirms* that benefits arising from the use, including commercial, of plant genetic resources for food and agriculture under the Multilateral System shall be shared fairly and equitably through the exchange of information, access to and transfer of technology, capacity-building, and the sharing of monetary and other benefits arising from commercialization, as provided for in Article 13.2 of the International Treaty;
42. *Affirms* that digital sequence information/genetic sequence data on plant genetic resources for food and agriculture in the Multilateral System should not be subject to intellectual property rights or other forms of protection that would limit the availability of the plant genetic resources for food and agriculture from which the digital sequence information/genetic sequence data was derived;
43. *Agrees* that benefit-sharing payments under the revised Standard Material Transfer Agreement contained in *Appendix 1* to this Resolution also reflect any contributions to the development and commercialization of products that are plant genetic resources for food and agriculture from the use of digital sequence information/genetic sequence data;
44. *Reaffirms* that facilitated access to plant genetic resources for food and agriculture which are included in the Multilateral System constitutes itself a major benefit of the Multilateral System, as provided for in Article 13.1 of the International Treaty;
45. *Reaffirms* that, in accordance with Treaty Article 12.3.c, all available passport data and, subject to applicable law, any other associated non-confidential descriptive information, shall be made available with the plant genetic resources for food and agriculture provided under the Multilateral System;
46. *Acknowledging* the FAIR data management principles (findable, accessible, interoperable, reusable) and their respective subprinciples, *urges* Contracting Parties, and *invites* natural and legal persons, who hold digital sequence information/genetic sequence data to make such information publicly accessible, by linking it to the Global Information System;
47. *Encourages* users of plant genetic resources for food and agriculture from the Multilateral System to make available all new digital sequence information/genetic sequence data generated on these plant genetic resources for food and agriculture, and to support capacity building efforts so that such information can be used and shared, in order to achieve the objectives of the International Treaty to support sustainable agriculture and global food security;
48. *Invites* owners of databases holding digital sequence information/genetic sequence data on plant genetic resources for food and agriculture to offer a possibility for users to attach a tag to a dataset to identify the Multilateral System of the International Treaty as the source of the genetic resources and to encourage users to make use of this possibility;
49. *Invites* Contracting Parties, especially developed country Contracting Parties, and the CGIAR Centers and other Article 15 institutions to provide resources and support to developing country Contracting Parties and Contracting Parties with economies in transition to build capacities in the access to and generation and use of digital sequence information/genetic sequence data on plant genetic resources for food and agriculture;
50. *Recalling* decision 15/9 of the Conference of the Parties to the Convention on Biological Diversity, by which the Conference of the Parties agreed that a solution for the fair and equitable sharing of benefits from the use of digital sequence information on genetic resources should be mutually supportive of other access and benefit-sharing instruments, *invites* the Parties to the Convention on Biological Diversity to consider the payment mechanism under the revised Standard Material Transfer Agreement contained in *Appendix 1* to this Resolution and to recognize the need for excluding double payments;
51. *Requests* the Secretary, in keeping with paragraph 17 of Resolution 13/2022 to continue following processes within the CBD and its Nagoya Protocol concerning “digital sequence information / genetic sequence data” (DSI/GSD) on genetic resources and providing information on relevant International Treaty activities and collaborate and, as appropriate, coordinate with the Secretariat of the CBD on issues related to DSI/GSD on genetic resources in order to promote coherence and mutual supportiveness between the respective conventions and implementing processes, and report to the Governing Body at its next Session.

Implementation and review of the enhanced Multilateral System

In revisiting this section, the text may be enhanced by:

- Addressing potential gaps and the need to maintain a balance between progress towards entry into force of the amendment and generation of income to the Benefit-sharing Fund;
- Clarifying the use of the balance of reserved funds in the Benefit-sharing Fund in case the amendment does not enter into force;
- Reviewing text in relation to the review at GB-14, in order to provide legal certainty;
- Providing guidance on indicative terms of reference for the *Ad Hoc* Technical Advisory Committee on the Multilateral System and the Standard Material Transfer Agreement.

52. *Agrees* to review, at its Fourteenth Session in 2031, the status of (1) ratifications to the amended Annex I; (2) the level of user-based income accruing to the Benefit-sharing Fund (3) availability of and access provided to material within the Multilateral System; (AGREED AD REF)

53. *Agrees* to consider the following elements, should the review show that the number of ratifications required for the entry into force of the amendment has not been reached and unless the Governing Body decides to extend the period:

- i. Articles 6.7 (single access option) and 6.8 (voluntary payment) of and Annex 4 to the current Standard Material Transfer Agreement would apply, as provided in the revised Standard Material Transfer Agreement contained in *Appendix I* to this Resolution;
- ii. No new subscriptions will be possible;
- iii. Subscribers will be given the option to (1) withdraw from their subscription with immediate effect and revert to the single access option under Articles 6.7 and 6.8 of the Standard Material Transfer Agreement. In order to avoid double payment, any amounts paid shall be credited towards any payments that might fall due under Article 6.7 of the current Standard Material Transfer Agreement within the following ten years from the starting date of the initial subscription; or to (2) voluntarily continue their subscriptions;
- iv. Other actions as appropriate.

54. *Decides* that income generated through the subscription mechanism is to be paid into the Benefit-sharing Fund. As a transitional measure and without prejudice to future allocation of funds available under the Benefit Sharing Fund, 50% of this income is to be utilized to support projects in Contracting Parties that are developing countries or with economies in transition that would have ratified the amendment, or that notified material available under the Multilateral System. The remaining amount is to be held in the Benefit-sharing Fund to be utilized when the amendment enters into force; (AGREED AD REF)

55. *Decides* that it may extend the period for giving effect to this package of measures should the review mentioned above show that the entry into force of the amendment is within reach in order to allow for more Contracting Parties to complete national ratification processes; (AGREED AD REF)

56. *Requests* the Secretary to submit a progress report on the number of ratifications and respective declarations and on income generated to the Benefit-sharing Fund through the revised Standard Material Transfer Agreement as contained in *Appendix I* to this Resolution at each Session of the Governing Body; (AGREED AD REF)

57. *Decides* to reconvene the *Ad Hoc* Technical Advisory Committee on the Multilateral System and the Standard Material Transfer Agreement during the biennium 2026-2027 to provide advice on the implementation of the enhanced Multilateral System. (AGREED AD REF)

Appendix 1 to the draft Resolution

DRAFT REVISED STANDARD MATERIAL TRANSFER AGREEMENT

The text of the Standard Material Transfer Agreement may be enhanced by:

- Redrafting the subscription mechanism to include two payment options (the early payment option and a deferred payment option);
- Reducing the list of exemptions from payment obligations, so that it only contains a threshold of yearly sales;
- Reviewing the article on transfers of PGRFA for direct use to address food security issues, considering technical and policy issues, taking into account Article 12.3a of the International Treaty, subject to national legislation and as appropriate;
- Revisiting new definitions, for clarity, and potential for additional definitions;
- Addressing specific suggestions on individual articles.

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; (AGREED AD REF)

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; (AGREED AD REF)

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; (AGREED AD REF)

Articles 4, 11, 12.4 and 12.5 of the **Treaty** are borne in mind; (AGREED AD REF)

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, which in Resolution [XX]/2025 of [XX] November 2025 it decided to amend. (AGREED AD REF)

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**. (AGREED AD REF)

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**”), (AGREED AD REF)

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**”). (AGREED AD REF)

1.3 The parties to **this Agreement** hereby agree as follows: (AGREED AD REF)

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**. (AGREED AD REF)

“**Commercialize**” means to exchange **Plant Genetic Resources for Food and Agriculture** 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**, nor shall it include the sale of commodities.

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

“**Governing Body**” means the **Governing Body** of the **Treaty**. (AGREED AD REF)

“**Multilateral System**” means the **Multilateral System** established under Article 10.2 of the **Treaty**. (AGREED AD REF)

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

“**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**. (AGREED AD REF)

* *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.

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

“Sales” means the gross income received by the **Recipient** and its affiliates from **commercialization** and in the form of license fees for **Plant Genetic Resources for Food and Agriculture**.

“Trait of commercial value” means any inheritable and measurable trait that confers significant commercial value to a Product, including but not limited to agronomic traits, traits conferring resistance to biotic or abiotic stresses, traits that enhance the nutritional or processing value of harvested commodities, and any other traits used to describe a Product for the purpose of promoting its commercialization.

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**. (AGREED AD REF)

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**. (AGREED AD REF)

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 (AGREED AD REF)

4.3 The parties to **this Agreement** agree that the Food and Agriculture 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**. (AGREED AD REF)

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 3*, Article 3.5, to **this Agreement**. (AGREED AD REF)

4.5 The rights granted to the Food and Agriculture Organization of the United Nations above do not prevent the parties to **this Agreement** from exercising their rights under **this Agreement**. (AGREED AD REF)

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**: (AGREED AD REF)

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.

- 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; (AGREED AD REF)
- 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; (AGREED AD REF)
- 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; (AGREED AD REF)
- 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; (AGREED AD REF)
- e) The **Provider** shall inform the **Governing Body**, through its Secretary, at least once every two calendar years, or within an interval that shall be, from time to time, decided by the **Governing Body**, about the Material Transfer Agreements entered into,⁴ (AGREED AD REF)

either by:

Option A: Transmitting a copy of the completed Standard Material Transfer Agreement,⁵ (AGREED AD REF)

or

Option B: In the event that a copy of the Standard Material Transfer Agreement is not transmitted, (AGREED AD REF)

- i. ensuring that the completed Standard Material Transfer Agreement is at the disposal of the third party beneficiary as and when needed;
- ii. stating where the Standard Material Transfer Agreement in question is stored, and how it may be obtained; and
- iii. providing the following information:
 - a) The identifying symbol or number attributed to the Standard Material Transfer Agreement by the **Provider**;
 - b) The name and address of the **Provider**;
 - c) The date on which the **Provider** agreed to or accepted the Standard Material Transfer Agreement, and in the case of shrink-wrap, the date on which the shipment was sent;
 - d) The name and address of the **Recipient**, and in the case of a shrink-wrap agreement, the name of the person to whom the shipment was made;

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://mils.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 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.

- e) The identification of each accession in Annex 1 to the Standard Material Transfer Agreement, and of the crop to which it belongs.
(AGREED AD REF)

This information shall be made available by the **Governing Body**, through its Secretary, to the third party beneficiary. Unless the parties to **this Agreement** agree otherwise and except as may be required in the context of the settlement of disputes under Article 8 of **this Agreement**, such information shall be treated as confidential business information and shall only be used to develop aggregated reporting.

ARTICLE 6 — RIGHTS AND OBLIGATIONS OF THE RECIPIENT

Editorial comment: Article numbers for “6.11”, 6.11bis, and “6.7/6.8” have been kept, because they are commonly used to describe the payment options and concepts of the current SMTA and have become synonymous for the subscription option and the single access option, respectively. These articles will be re-numbered only at a later stage.

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. (AGREED AD REF)

6.1bis Notwithstanding Article 6.1, the **Recipient** may transfer the **Material** for direct use to another person or entity to address food security issues where they have confirmed with the **Provider** that this **Material** may be transferred for non-commercial use.

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. (AGREED AD REF)

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 (AGREED AD REF)

- a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new Standard Material Transfer Agreement; and (AGREED AD REF)
- b) notify the **Governing Body**, in accordance with Article 5e. (AGREED AD REF)

On compliance with the above, the **Recipient** shall have no further obligations regarding the actions of the **subsequent recipient**. (AGREED AD REF)

6.5 In the case that the **Recipient** transfers a **Plant Genetic Resource for Food and Agriculture under Development** to another person or entity, until a period of twelve years after signing or accepting of **this Agreement** has lapsed, the **Recipient** shall: (AGREED AD REF)

- a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new Standard Material Transfer Agreement, provided that Article 5a of the Standard Material Transfer Agreement shall not apply; (AGREED AD REF)
- b) identify, in Annex 1 to the new Standard 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**; (AGREED AD REF)

- c) notify the **Governing Body**, in accordance with Article 5e; and (AGREED AD REF)
- d) have no further obligations regarding the actions of any **subsequent recipient**. (AGREED AD REF)
- e) The obligations in this Article 6.5 do not apply to **Plant Genetic Resources for Food and Agriculture under Development**, for which both of the following applies: does contain a genetic contribution of less than 12.5% by pedigree of the **Material** and does not contain a trait of commercial value that was contributed by the **Material**. (AGREED AD REF)

6.6 Entering into a Standard 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. (AGREED AD REF)

6.11 The **Recipient** shall, at the time of signing of **this Agreement** or at the time of acceptance of **this Agreement** or at any time after that, return the **Registration Form** contained in *Annex 3* to **this Agreement**, duly completed and signed, to the **Governing Body** of the **Treaty**, through its Secretary (“**Subscription**”);

6.11bis *Annex 2* to **this Agreement** constitutes an integral part of **this Agreement** and any reference to **this Agreement** shall be understood, where the context permits and *mutatis mutandis*, to also include *Annex 2*.

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. The **Recipient** is encouraged to place a sample of any **Product** that incorporates the **Material** into a collection that is part of the **Multilateral System**, for research and breeding.

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

ARTICLE 7 — APPLICABLE LAW

The applicable law shall be the General Principles of Law, including the UNIDROIT Principles of International Commercial Contracts 2016 and as subsequently updated, the objectives and the relevant provisions of the **Treaty**, and, when necessary for interpretation, the decisions of the **Governing Body**. (AGREED AD REF)

ARTICLE 8 — DISPUTE SETTLEMENT

8.1 Dispute settlement may be initiated by the **Provider** or the **Recipient** or the third party beneficiary acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**. (AGREED AD REF)

8.2 The parties to **this Agreement** agree that the Food and Agriculture Organization of the United Nations, 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**. (AGREED AD REF)

- 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. (AGREED AD REF)
- 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. (AGREED AD REF)
 - 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. (AGREED AD REF)
 - 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 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. (AGREED AD REF)
 - d) Aggrieved parties may avail themselves of opportunities made available under the provisions of Article 12.5 of the Treaty. (AGREED AD REF)
- 8.5 In case of a proven breach of Articles 6.1 or 6.2, the **Recipient** may be liable for damages. With respect to Article 6.1, damages should be in proportion to the income received by the **Recipient** as a result of the proven breach. With respect to Article 6.2, damages should be in proportion to the income received by the **Recipient** as a result of the intellectual property or other rights that limit the facilitated access to the **Material**, or its genetic parts or components, in the form received from the **Multilateral System**, and may additionally result in assignment of the intellectual property or other rights involved, in accordance with relevant international law and national legislation. (AGREED AD REF)

ARTICLE 9 — ADDITIONAL ITEMS

Warranty

9.1 The **Provider** makes no warranties in **this Agreement** 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, invasive alien species and biosafety regulations and rules as to import or release of **genetic material**. (AGREED AD REF)

Withdrawal from this Agreement

9.2 The **Recipient** may withdraw from **this Agreement** in accordance with *Annex 2*. (AGREED AD REF)

Amendments to the Standard Material Transfer Agreement

9.3 If the **Governing Body** amends the terms and conditions of the Standard Material Transfer Agreement, the **Recipient** shall, as of the date decided by the **Governing Body**, utilize the amended SMTA for subsequent transfers of the **Material** to third parties. The other rights and obligations of the **Recipient** shall remain unchanged, unless the **Recipient** explicitly agrees in writing to the amended Standard Material

Transfer Agreement. (AGREED AD REF)

Transitional Phase

9.4 In the event that the Amendment of Annex I of the **Treaty**, as contained in Resolution [XX]/2025, does not enter into force by 31 July 2031 and unless the Governing Body extends the period or decides otherwise, at its Session in 2031:

Articles 6.7 and 6.8 will read as follows:

6.7 In the case that the **Recipient** or any of its affiliates **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, for the period for which the restriction is applicable, 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 4* to **this Agreement**.

6.8 In the case that the **Recipient** or any of its affiliates **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 4* to **this Agreement**, *mutatis mutandis*.

Article 6.11 and related Annexes will cease to apply for new **Recipients** and no new **Subscription** will be allowed under **this Agreement**. A **Recipient** that became a **Subscriber** before 31 July 2031 may, within [XX] days, either:

- 1) Notify the **Governing Body** of the **Treaty**, through its Secretary, that it will maintain its **Subscription**; or
- 2) Withdraw from its **Subscription** with immediate effect. Should the **Subscriber** choose this option, the **Subscription Terms** shall cease to apply and shall be replaced by the terms and conditions of the payment mechanism under Articles 6.7, 6.8 and *Annex 4* of **this Agreement**. Following such withdrawal, any amount paid by the **Subscriber** under the **Subscription** will be credited, upon request by the **Subscriber**, towards any payments that might fall due under the payment mechanism under Articles 6.7, 6.8 and *Annex 4* of **this Agreement** within the following ten years from the starting date of the initial **Subscription**.

ARTICLE 10 — SIGNATURE/ACCEPTANCE (AGREED AD REF)

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

Option 1 –Signature*

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**.

* 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.

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

I hereby declare that the **Recipient's Sales** do not exceed US\$ [xx] in accordance with *Annex 2*, 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.

I hereby declare that the **Recipient** does not receive more than [xx] accessions per year from the **Multilateral System** in accordance with *Annex 2*, Article 3.3. The **Recipient** commits to making annual payments and submit annual reports as of the time that the number of accessions received from the **Multilateral System** exceeds [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.

I hereby declare that the **Recipient** uses or conserves the **Material** only for purposes of characterization, regeneration, multiplication, or [xx] in accordance with *Annex 2*, Article 3.3. The **Recipient** commits to making annual payments and submit annual reports as of the time that it uses the **Material** for other purposes. 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 expressly agrees that the third party beneficiary shall have the rights provided in Articles 4 and 8 of **this Agreement**.

If the **Recipient's 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 2*, Article 3.3 does not apply: "I hereby declare that the **Recipient's Sales** do not exceed US\$ [xx] in accordance with *Annex 2*, 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."

If the number of accessions received by the **Recipient** from the **Multilateral System** does not exceed [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 2*, Article 3.3 does not apply: "I hereby declare that the **Recipient** does not receive more than [xx] accessions per year from the **Multilateral System** in accordance with *Annex 2*, Article 3.3. The **Recipient** commits to making annual payments and submit annual reports as of the time that the number of accessions received from

* 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.

the **Multilateral System** exceeds [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.”

If the **Recipient** uses or conserves the **Material** only for purposes of characterization, regeneration, multiplication, or [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 2*, Article 3.3 does not apply: “I hereby declare that the **Recipient** uses or conserves the **Material** only for purposes of characterization, regeneration, multiplication, or [xx] in accordance with *Annex 2*, Article 3.3. The **Recipient** commits to making annual payments and submit annual reports as of the time that it uses the **Material** for other purposes. 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 expressly agree that the third party beneficiary shall have the rights provided in Articles 4 and 8 of **this Agreement**.
- I hereby declare that the **Recipient**’s **Sales** do not exceed US\$ [xx] in accordance with *Annex 2*, 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.
- I hereby declare that the **Recipient** does not receive more than [xx] accessions per year from the **Multilateral System** in accordance with *Annex 2*, Article 3.3. The **Recipient** commits to making annual payments and submit annual reports as of the time that the number of accessions received from the **Multilateral System** exceeds [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.
- I hereby declare that the **Recipient** uses or conserves the **Material** only for purposes of characterization, regeneration, multiplication, or [xx] in accordance with *Annex 2*, Article 3.3. The **Recipient** commits to making annual payments and submit annual reports as of the time that it uses the **Material** for other purposes. 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.

Annex 1 (AGREED AD REF)

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

SUBSCRIPTION TERMS**ARTICLE 1 — SUBSCRIPTION**

1.1 The **Recipient** agrees to be bound by the following additional terms and conditions (the “**Subscription Terms**”) by duly signing the **Registration Form** contained in *Annex 3* in accordance with Article 6.11 (hereinafter referred to as the “**Subscriber**”). (AGREED AD REF.)

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 3*. The Secretary shall notify the **Subscriber** of the date of receipt. The **Subscriber** shall not be required to sign *Annex 3* of any subsequent Standard Material Transfer Agreement, during the period of **Subscription**. (AGREED AD REF)

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 **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. (AGREED AD REF)

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 **Sales** of products that are **Plant Genetic Resources for Food and Agriculture**.

3.2 The applicable rate of payment on **Sales** of products that are **Plant Genetic Resources for Food and Agriculture** shall be [yy] %.

3.2 BIS At the request of the **Subscriber**, through the **Registration Form** contained in *Annex 3*, the following rates of payment shall apply:

[xx] % when such products are **available without restriction**, and

[zz] % when such products are **not available without restriction**.

3.3 Notwithstanding the above, no payment shall be required:

(a) for a **Subscriber** in a financial year in which its **Sales** do not exceed US\$ [xx];

(b) for a **Subscriber** in a financial year in which the number of accessions it receives from the **Multilateral System** does not exceed [xx]; or

(c) for a **Subscriber** for any accessions it receives from the **Multilateral System** for the purposes of acting as a service provider to a **Provider**, such as characterization, regeneration and multiplication.

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

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

- a) Information on the **Sales** for which payment was made; (AGREED AD REF)
- b) In case of Article 3.2BIS of *Annex 2*, information that allows for the identification of the applicable payment rates; and (AGREED AD REF)
- c) the verifiable source of the information provided; (AGREED AD REF)

or a signed declaration showing that it is exempted from payment in accordance with Article 3.3 above. (AGREED AD REF)

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

(AGREED AD REF)

3.6 All payments due to the **Governing Body** shall be payable in *United States dollars (US\$)* at the exchange rate that prevailed at the date of closure of accounts for the following account established by the **Governing Body** in accordance with Article 19.3f of the **Treaty**: (AGREED AD REF)

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

ARTICLE 4 —WITHDRAWAL FROM THE SUBSCRIPTION

4.1 The **Subscription** shall be in force until the **Subscriber** withdraws from it, subject to the outcomes of any dispute settlement under Article 8 of **this Agreement**.

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

4.3 Upon withdrawal from its **Subscription**, the Subscriber shall no longer use the **Material**. The Subscriber may conserve the Material and make it available to the Multilateral System in accordance with Article 6.3. The Subscriber may also offer to return any remaining Material in its possession to the **Provider**. If this is not possible or the **Provider** declines the offer, the **Subscriber** shall offer to transfer the **Material** to an international institution that has signed an agreement with the **Governing Body** under Article 15 of the **Treaty** or any other genebank that operates under the terms and conditions of the Multilateral System. If the offer is declined or such transfer is not possible, as a last resort, the Material may be destroyed, and evidence of its destruction is to be provided to the third party beneficiary. (AGREED AD REF)

4.4 The monetary benefit-sharing provisions of Article 3 of these **Subscription Terms** shall continue for two years from the end of the **Subscription**. Notwithstanding the foregoing, only 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 end of the **Subscription**.

Annex 3

REGISTRATION FORM

The **Recipient** hereby agrees to be bound by the **Subscription Terms**.

It is understood and expressly agreed that the **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 authorized official.

(Only if the monetary benefit-sharing payment rates under *Annex 2*, Article 3.2BIS is chosen): I hereby opt for the payment rates provided in *Annex 2*, Article 3.2BIS. I understand and expressly agree that my yearly statement of account will have to include the additional information stipulated in *Annex 2*, Article 3.5.

Signature.....

Date.....

Full name of Recipient:

.....

Address:

.....

.....

Telephone:

Email:

Recipient's authorized official:

.....

Address:

.....

Telephone:

Email:

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

The **Recipient** 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
Email: ITPGRFA-Secretary@FAO.org

Annex 4⁶

RATES AND MODALITIES OF PAYMENT UNDER ARTICLES 6.7 AND 6.8 OF THIS AGREEMENT

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. No payment shall be due from the **Recipient** when the **Product** or **Products**:
 - (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 has already made payment on the **Product** or **Products**; (AGREED AD REF)
 - (c) are sold or traded as a commodity; or (AGREED AD REF)
 - (d) contains a genetic contribution of less than 6.25% by pedigree of the **Material** and does not contain a trait of commercial value that was contributed by the **Material**. (AGREED AD REF)
3. 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. (AGREED AD REF)
4. The **Recipient** shall submit to the **Governing Body**, within sixty (60) days after closure of accounts each financial year, an annual report setting forth: (AGREED AD REF)
 - (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; (AGREED AD REF)
 - (b) the amount of the payment due; (AGREED AD REF)
 - (c) information that allows for the identification of the applicable payment rate or rates; and (AGREED AD REF)
 - (d) the verifiable source of the information provided. (AGREED AD REF)

Such information shall be treated as confidential business information, to the extent specified by the **Recipient** within the limits set by **this Agreement**, and shall be made available to the third party beneficiary, in the context of dispute settlement, as provided for in Article 8 of **this Agreement**, and to the **Governing Body** for aggregated reporting purposes on income to the fund established by the **Governing Body** in accordance with Article 19.3f of the **Treaty**. (AGREED AD REF)

5. Payment shall be due and payable upon submission of each annual report. All payments due to the **Governing Body** shall be payable in *United States dollars (US\$)* at the exchange rate that prevailed at the date of closure of accounts for the following account established by the **Governing Body** in accordance with Article 19.3f of the **Treaty**: (AGREED AD REF)

**FAO Trust Fund (USD) GINC/INT/031/MUL,
IT-PGRFA (Benefit-sharing),
Citibank**

⁶ This Annex specifies the rates and modalities of payment under Articles 6.7 and 6.8, which become applicable only as provided under Article 9.6 of **this Agreement** and following a review process by the **Governing Body**. The consequences and options for the **Subscriber** are set forth in Article 9.6 of **this Agreement**.

**399 Park Avenue, New York, NY, USA, 10022,
Swift/BIC: CITIUS33, ABA/Bank Code: 021000089, Account No. 36352577**

6. A **Recipient** may withdraw from **this Agreement** upon six months written notice to the **Governing Body**, through its Secretary, not less than ten years from the date of signing of **this Agreement** by the **Provider** or the **Recipient**, whichever date is later, or from the date of acceptance of **this Agreement** by the **Recipient**. (AGREED AD REF)
7. In the case that the **Recipient** has begun before withdrawal to **commercialize** a **Product**, in respect of which payment is due in accordance with Articles 6.7, 6.8 and *Annex 4* of **this Agreement**, such payment shall continue while that **Product** is **commercialized** and in accordance with the terms of Articles 6.7, 6.8 and *Annex 4* of **this Agreement**. (AGREED AD REF)
8. Upon withdrawal from **this Agreement**, the **Recipient** shall no longer use the **Material**. The Recipient may conserve the Material and make it available to the Multilateral System in accordance with Article 6.3. The Recipient may also offer to return any remaining Material in its possession to the **Provider**. If this is not possible or the **Provider** declines the offer, the **Recipient** shall offer to transfer the **Material** to an international institution that has signed an agreement with the **Governing Body** under Article 15 of the **Treaty** or any other genebank that operates under the terms and conditions of the Multilateral System. If the offer is declined or such transfer is not possible, as a last resort, the Material may be destroyed, and evidence of its destruction is to be provided to the third party beneficiary. (AGREED AD REF)
9. Notwithstanding the above, only 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 withdrawal has taken effect. (AGREED AD REF)

Appendix 2 to the draft Resolution

**DRAFT TEXT FOR AN AMENDMENT TO ANNEX I OF THE
INTERNATIONAL TREATY, IN ACCORDANCE WITH ITS ARTICLES
23 AND 24:**

The text of the draft text for an amendment may be enhanced by:

- Clarifying usage of the terms “ex situ conditions” and “ex situ collections”;
- Reinstating the deleted text from the “June 2019 draft package”;
- Considering deletion of the term “native to its territory.”

Article 1: Amendment

In Annex I, the following two paragraphs shall be inserted after the list of plant genetic resources for food and agriculture:

“1. In furtherance of the objectives and scope of this Treaty, in accordance with Article 3 of this Treaty, and without prejudice to Article 12.3 h of this Treaty, the Multilateral System shall, in addition to the Food Crops and Forages listed above, cover all other plant genetic resources for food and agriculture, that are under the management and control of the Contracting Parties and in the public domain and that are found in *ex situ* conditions.”

“2. At the time of its ratification, acceptance or approval of this Amendment, a Contracting Party may, exceptionally, declare certain and a limited number of species native to its territory that it will not make available under the terms and conditions of the Multilateral System. Such a declaration shall not affect the rights and obligations of any other Contracting Party related to the species, nor those of the International Agricultural Research Centres or other International Institutions that concluded an agreement with the Governing Body under Article 15 of this Treaty. A Contracting Party may withdraw its declaration at any time, or eliminate plant genetic resources for food and agriculture from its list at any time, but shall not make any additional declaration.”

Article 2: Relationship with the International Treaty on Plant Genetic Resources for Food and Agriculture (2001)

After the entry into force of this Amendment, any accession to the International Treaty on Plant Genetic Resources for Food and Agriculture shall include this Amendment.