



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



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

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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

Package of measures to enhance the functioning of the Multilateral System: Proposal by the Co-Chairs

Executive Summary

At its Ninth Session in New Delhi, India, the Governing Body decided to re-establish the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System (Working Group), to finalize the enhancement of the functioning of the Multilateral System by the Eleventh Session of the Governing Body (Resolution 3/2022). At its Tenth Session, the Governing Body endorsed the suggestion of the Working Group to use the “June 2019 draft package” as a starting point for its further work (Resolution 3/2023).

At its eleventh meeting, the Working Group reviewed the main elements and concepts of the “June 2019 draft package.” Members provided several specific suggestions to the Co-Chairs for updating the package to prepare a negotiating text for the twelfth meeting of the Working Group (IT/OWG-EFMLS-11/24/Report, para. 6).

This document contains the proposal of the Co-Chairs for a negotiating text, with the following structure:

- *Annex 1: Draft Resolution **/2025: Enhancing the Functioning of the Multilateral System of Access and Benefit-sharing of the International Treaty;*
- *Appendix 1 to the draft Resolution: Draft Revised Standard Material Transfer Agreement;*
- *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 Co-Chairs provide further information and explanations on the options chosen and revisions made, including rationales and reasons behind their proposals, in the document, 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.*

Guidance Sought

The Working Group is invited to (1) review this document and agree on the negotiating text to be considered at its thirteenth meeting; (2) provide guidance on any further documents or advice that may be needed in preparation for the thirteenth meeting.

DRAFT RESOLUTION **/2025: ENHANCING THE FUNCTIONING OF THE MULTILATERAL SYSTEM OF ACCESS AND BENEFIT-SHARING OF THE INTERNATIONAL TREATY

THE GOVERNING BODY,

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

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 I* 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 I* 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

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,¹ *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)

¹ First part proposed by the Co-Chairs; the second and third parts had been “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

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

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 1* 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 1* 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

1 **PREAMBLE**

2

3 **WHEREAS**

4

5 The International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as “the
6 **Treaty**”²) was adopted by the Thirty-first session of the FAO Conference on 3 November 2001 and entered
7 into force on 29 June 2004; (AGREED AD REF)

8

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

12

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

18

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

20

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

24

25 Article 12.4 of the **Treaty** provides that facilitated access under the **Multilateral System** shall be provided
26 pursuant to a Standard Material Transfer Agreement, and the **Governing Body** of the **Treaty**, in its
27 Resolution 1/2006 of 16 June 2006, adopted the Standard Material Transfer Agreement, which in Resolution
28 [XX]/2025 of [XX] November 2025 it decided to amend. (AGREED AD REF)

29

²Defined 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.

1
2 **“Product”** means **Plant Genetic Resources for Food and Agriculture** that incorporate³ the **Material** or
3 any of its genetic parts or components that are ready for **commercialization**, excluding commodities and
4 other products used for food, feed and processing. (AGREED AD REF)
5

6 **“Sales”** means the gross income received by the **Recipient** and its affiliates from **commercialization** and in
7 the form of license fees for **Plant Genetic Resources for Food and Agriculture**.
8

9 **“Trait of commercial value”** means any inheritable and measurable trait that confers significant commercial
10 value to a Product, including but not limited to agronomic traits, traits conferring resistance to biotic or
11 abiotic stresses, traits that enhance the nutritional or processing value of harvested commodities, and any
12 other traits used to describe a Product for the purpose of promoting its commercialization.
13
14

15 **ARTICLE 3 — SUBJECT MATTER OF THE MATERIAL TRANSFER AGREEMENT**

16
17 The **Plant Genetic Resources for Food and Agriculture** specified in *Annex 1* to **this Agreement**
18 (hereinafter referred to as the **“Material”**) and the available related information referred to in Article 5b and
19 in *Annex 1* are hereby transferred from the **Provider** to the **Recipient** subject to the terms and conditions set
20 out in **this Agreement**. (AGREED AD REF)
21
22

23 **ARTICLE 4 — GENERAL PROVISIONS**

24
25 4.1 **This Agreement** is entered into within the framework of the **Multilateral System** and shall be
26 implemented and interpreted in accordance with the objectives and provisions of the **Treaty**. (AGREED AD
27 REF)
28

29 4.2 The parties recognize that they are subject to the applicable legal measures and procedures, that have
30 been adopted by the Contracting Parties to the **Treaty**, in conformity with the **Treaty**, in particular those
31 taken in conformity with Articles 4, 12.2 and 12.5 of the **Treaty**.⁴ (AGREED AD REF)
32

33 4.3 The parties to **this Agreement** agree that the Food and Agriculture Organization of the United
34 Nations acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**, is the third
35 party beneficiary under **this Agreement**. (AGREED AD REF)
36

37 4.4 The third party beneficiary has the right to request the appropriate information as required in Articles
38 5e, 6.5c, 8.3, and *Annex 3*, Article 3.5, to **this Agreement**. (AGREED AD REF)
39

40 4.5 The rights granted to the Food and Agriculture Organization of the United Nations above do not
41 prevent the parties to **this Agreement** from exercising their rights under **this Agreement**. (AGREED AD
42 REF)
43
44

45 **ARTICLE 5 — RIGHTS AND OBLIGATIONS OF THE PROVIDER**

46
47 The **Provider** undertakes that the **Material** is transferred in accordance with the following provisions of the
48 **Treaty**: (AGREED AD REF)
49

³ As evidenced, for example, by pedigree or notation of gene insertion.

⁴ 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.

- 1 a) Access shall be accorded expeditiously, without the need to track individual accessions and free
2 of charge, or, when a fee is charged, it shall not exceed the minimal cost involved; (AGREED
3 AD REF)
4
- 5 b) All available passport data and, subject to applicable law, any other associated available non-
6 confidential descriptive information, shall be made available with the **Plant Genetic Resources**
7 **for Food and Agriculture** provided; (AGREED AD REF)
8
- 9 c) Access to **Plant Genetic Resources for Food and Agriculture under Development**, including
10 material being developed by farmers, shall be at the discretion of its developer, during the period
11 of its development; (AGREED AD REF)
12
- 13 d) Access to **Plant Genetic Resources for Food and Agriculture** protected by intellectual and
14 other property rights shall be consistent with relevant international agreements, and with relevant
15 national laws; (AGREED AD REF)
16
- 17 e) The **Provider** shall inform the **Governing Body**, through its Secretary, at least once every two
18 calendar years, or within an interval that shall be, from time to time, decided by the **Governing**
19 **Body**, about the Material Transfer Agreements entered into,⁵ (AGREED AD REF)
20

21 either by:

22
23 Option A: Transmitting a copy of the completed Standard Material Transfer Agreement,⁶
24 (AGREED AD REF)

25 or

26
27 Option B: In the event that a copy of the Standard Material Transfer Agreement is not
28 transmitted, (AGREED AD REF)

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

⁵ 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://mls.planttreaty.org/itt/>.

⁶ 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.

- 1 e) The identification of each accession in Annex 1 to the Standard Material Transfer
2 Agreement, and of the crop to which it belongs.
3 (AGREED AD REF)
4

5 This information shall be made available by the **Governing Body**, through its Secretary, to the
6 third party beneficiary. Unless the parties to **this Agreement** agree otherwise and except as may
7 be required in the context of the settlement of disputes under Article 8 of **this Agreement**, such
8 information shall be treated as confidential business information and shall only be used to
9 develop aggregated reporting.
10

11 **ARTICLE 6 — RIGHTS AND OBLIGATIONS OF THE RECIPIENT**

12
13

Editorial comment: The Co-Chairs kept the article numbers for “6.11”, 6.11bis, and “6.7/6.8”, 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. The Co-Chairs suggest re-numbering these articles only at a later stage.

14
15
16 6.1 The **Recipient** undertakes that the **Material** shall be used or conserved only for the purposes of
17 research, breeding and training for food and agriculture. Such purposes shall not include chemical,
18 pharmaceutical and/or other non-food/feed industrial uses. (AGREED AD REF)
19

20 6.1bis Notwithstanding Article 6.1, the **Recipient** may transfer the **Material** for direct use to another
21 person or entity to address food security issues where they have confirmed with the **Provider** that this
22 **Material** may be transferred for non-commercial use.
23

24 6.2 The **Recipient** shall not claim any intellectual property or other rights that limit the facilitated access
25 to the **Material** provided under **this Agreement**, or its genetic parts or components, in the form received
26 from the **Multilateral System**.
27

28 6.3 In the case that the **Recipient** conserves the **Material** supplied, the **Recipient** shall make the
29 **Material**, and the related information referred to in Article 5b, available to the **Multilateral System** using
30 the Standard Material Transfer Agreement. (AGREED AD REF)
31

32 6.4 In the case that the **Recipient** transfers the **Material** supplied under **this Agreement** to another
33 person or entity (hereinafter referred to as “the **subsequent recipient**”), the **Recipient** shall (AGREED AD
34 REF)

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

38 On compliance with the above, the **Recipient** shall have no further obligations regarding the actions of the
39 **subsequent recipient**. (AGREED AD REF)
40

41 6.5 In the case that the **Recipient** transfers a **Plant Genetic Resource for Food and Agriculture under**
42 **Development** to another person or entity, until a period of twelve years after signing or accepting of **this**
43 **Agreement** has lapsed, the **Recipient** shall: (AGREED AD REF)

- 44 a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a
45 new Standard Material Transfer Agreement, provided that Article 5a of the Standard Material
46 Transfer Agreement shall not apply; (AGREED AD REF)
47 b) identify, in Annex 1 to the new Standard Material Transfer Agreement, the **Material** received
48 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)

1 8.3 The third party beneficiary has the right to request that the appropriate information, including
2 samples as necessary, be made available by the **Provider** and the **Recipient**, regarding their obligations in
3 the context of **this Agreement**. Any information or samples so requested shall be provided by the **Provider**
4 and the **Recipient**, as the case may be. (AGREED AD REF)

5
6 8.4 Any dispute arising from **this Agreement** shall be resolved in the following manner:

- 7 a) Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute by
8 negotiation. (AGREED AD REF)
- 9 b) Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation through a
10 neutral third party mediator, to be mutually agreed. (AGREED AD REF)
- 11 c) Arbitration: If the dispute has not been settled by negotiation or mediation, any party may submit the
12 dispute for arbitration under the Arbitration Rules of an international body as agreed by the parties to
13 the dispute. Failing such agreement, the dispute shall be settled under the Rules of Arbitration of the
14 International Chamber of Commerce, by one or more arbitrators appointed in accordance with the
15 said Rules. Either party to the dispute may, if it so chooses, appoint its arbitrator from such list of
16 experts as the Governing Body may establish for this purpose; both parties, or the arbitrators
17 appointed by them, may agree to appoint a sole arbitrator, or presiding arbitrator as the case may be,
18 from such list of experts. The result of such arbitration shall be binding. (AGREED AD REF)
- 19 d) Aggrieved parties may avail themselves of opportunities made available under the provisions of
20 Article 12.5 of the Treaty. (AGREED AD REF)

21
22 8.5 In case of a proven breach of Articles 6.1 or 6.2, the **Recipient** may be liable for damages. With
23 respect to Article 6.1, damages should be in proportion to the income received by the **Recipient** as a result of
24 the proven breach. With respect to Article 6.2, damages should be in proportion to the income received by
25 the **Recipient** as a result of the intellectual property or other rights that limit the facilitated access to the
26 **Material**, or its genetic parts or components, in the form received from the **Multilateral System**, and may
27 additionally result in assignment of the intellectual property or other rights involved, in accordance with
28 relevant international law and national legislation. (AGREED AD REF)

31 **ARTICLE 9 — ADDITIONAL ITEMS**

32 **Warranty**

33
34
35 9.1 The **Provider** makes no warranties in **this Agreement** as to the safety of or title to the **Material**, nor as
36 to the accuracy or correctness of any passport or other data provided with the **Material**. Neither does it make
37 any warranties as to the quality, viability, or purity (genetic or mechanical) of the **Material** being furnished. The
38 phytosanitary condition of the **Material** is warranted only as described in any attached phytosanitary certificate.
39 The **Recipient** assumes full responsibility for complying with the recipient nation's quarantine, invasive alien
40 species and biosafety regulations and rules as to import or release of **genetic material**. (AGREED AD REF)

41 **Withdrawal from this Agreement**

42
43
44 9.2 The **Recipient** may withdraw from **this Agreement** in accordance with *Annex 2*. (AGREED AD
45 REF)

46 **Amendments to the Standard Material Transfer Agreement**

47
48
49 9.3 If the **Governing Body** amends the terms and conditions of the Standard Material Transfer
50 Agreement, the **Recipient** shall, as of the date decided by the **Governing Body**, utilize the amended SMTA
51 for subsequent transfers of the **Material** to third parties. The other rights and obligations of the **Recipient**
52 shall remain unchanged, unless the **Recipient** explicitly agrees in writing to the amended Standard Material

1 Transfer Agreement. (AGREED AD REF)

2
3 **Transitional Phase**

4
5 9.4 In the event that the Amendment of Annex I of the **Treaty**, as contained in Resolution [XX]/2025,
6 does not enter into force by 31 July 2031 and unless the Governing Body extends the period or decides
7 otherwise, at its Session in 2031:

8 Articles 6.7 and 6.8 will read as follows:

9 6.7 In the case that the **Recipient** or any of its affiliates **commercializes** a **Product** that is a
10 **Plant Genetic Resource for Food and Agriculture** and that incorporates **Material** as referred to in
11 Article 3 of **this Agreement**, and where such **Product** is **not available without restriction** to others for
12 further research and breeding, the **Recipient** shall pay, for the period for which the restriction is
13 applicable, a fixed percentage of the **Sales** of the **commercialized Product** into the mechanism
14 established by the **Governing Body** for this purpose, in accordance with *Annex 4* to **this Agreement**.

15 6.8 In the case that the **Recipient** or any of its affiliates **commercializes** a **Product** that is a
16 **Plant Genetic Resource for Food and Agriculture** and that incorporates **Material** as referred to in
17 Article 3 of **this Agreement** and where that **Product** is **available without restriction** to others for
18 further research and breeding, the **Recipient** is encouraged to make voluntary payments into the
19 mechanism established by the **Governing Body** for this purpose in accordance with *Annex 4* to **this**
20 **Agreement**, *mutatis mutandis*.

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

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

33
34 **ARTICLE 10 — SIGNATURE/ACCEPTANCE (AGREED AD REF)**

35
36 The **Provider** and the **Recipient** may choose the method of acceptance unless either party requires **this**
37 **Agreement** to be signed.

38
39
40 **Option 1 –Signature***

41
42 I, (*Full Name of Authorized Official*), represent and warrant that I have the authority to execute **this**
43 **Agreement** on behalf of the **Recipient** and acknowledge my institution's responsibility and obligation
44 to abide by the provisions of **this Agreement**, both by letter and in principle, in order to promote the
45 conservation and sustainable use of **Plant Genetic Resources for Food and Agriculture**.

46

* 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

* 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.

1 annual payments and submit annual reports as of the time that the number of accessions received from
2 the **Multilateral System** exceeds [xx]. The right of the third party beneficiary to request the
3 appropriate information in accordance with Article 4.4 of **this Agreement** is understood and expressly
4 acknowledged.”

5 If the **Recipient** uses or conserves the **Material** only for purposes of characterization, regeneration,
6 multiplication, or [xx], it shall submit the following statement in writing and duly signed to the
7 **Governing Body**, through its Secretary, or otherwise the exemption provided in *Annex 2*, Article 3.3
8 does not apply: “I hereby declare that the **Recipient** uses or conserves the **Material** only for purposes
9 of characterization, regeneration, multiplication, or [xx] in accordance with *Annex 2*, Article 3.3. The
10 **Recipient** commits to making annual payments and submit annual reports as of the time that it uses
11 the **Material** for other purposes. The right of the third party beneficiary to request the appropriate
12 information in accordance with Article 4.4 of **this Agreement** is understood and expressly
13 acknowledged.”

14 15 16 **Option 3 – Click-wrap Standard Material Transfer Agreement**

- 17
- 18 I hereby agree to the above conditions.
 - 19
 - 20 I understand and expressly agree that the third party beneficiary shall have the rights
21 provided in Articles 4 and 8 of **this Agreement**.
 - 22
 - 23 I hereby declare that the **Recipient’s Sales** do not exceed US\$ [xx] in accordance with
24 *Annex 2*, Article 3.3. The **Recipient** commits to making annual payments and submit annual
25 reports as of the time that its **Sales** exceed US\$ [xx]. The right of the third party beneficiary
26 to request the appropriate information in accordance with Article 4.4 of **this Agreement** is
27 understood and expressly acknowledged.
 - 28 I hereby declare that the **Recipient** does not receive more than [xx] accessions per year from
29 the **Multilateral System** in accordance with *Annex 2*, Article 3.3. The **Recipient** commits to
30 making annual payments and submit annual reports as of the time that the number of
31 accessions received from the **Multilateral System** exceeds [xx]. The right of the third party
32 beneficiary to request the appropriate information in accordance with Article 4.4 of **this**
33 **Agreement** is understood and expressly acknowledged.
 - 34 I hereby declare that the **Recipient** uses or conserves the **Material** only for purposes of
35 characterization, regeneration, multiplication, or [xx] in accordance with *Annex 2*, Article
36 3.3. The **Recipient** commits to making annual payments and submit annual reports as of the
37 time that it uses the **Material** for other purposes. The right of the third party beneficiary to
38 request the appropriate information in accordance with Article 4.4 of **this Agreement** is
39 understood and expressly acknowledged.
 - 40

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

1 multiplication.

2 3.4 Payment shall be made within sixty (60) days after closure of accounts each financial year, for the
3 previous year. Whenever the **Subscription** took effect during the year, the **Subscriber** shall make a
4 proportionate payment for the first year of its **Subscription**. (AGREED AD REF)

5 3.5 The **Subscriber** shall submit to the Secretary of the **Governing Body**, within sixty (60) days
6 after closure of accounts each financial year a statement of account, including in particular the
7 following:

8 a) Information on the **Sales** for which payment was made; (AGREED AD REF)

9 b) In case of Article 3.2BIS of *Annex 2*, information that allows for the identification of the
10 applicable payment rates; and (AGREED AD REF)

11 c) the verifiable source of the information provided; (AGREED AD REF)

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

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

20 3.6 All payments due to the **Governing Body** shall be payable in *United States dollars (US\$)* at the
21 exchange rate that prevailed at the date of closure of accounts for the following account established by the
22 **Governing Body** in accordance with Article 19.3f of the **Treaty**: (AGREED AD REF)

23 **FAO Trust Fund (USD) GINC/INT/031/MUL,**
24 **IT-PGRFA (Benefit-sharing),**
25 **Citibank**
26 **399 Park Avenue, New York, NY, USA, 10022,**
27 **Swift/BIC: CITIUS33, ABA/Bank Code: 021000089, Account No. 36352577**

28 **ARTICLE 4 —WITHDRAWAL FROM THE SUBSCRIPTION**

29 4.1 The **Subscription** shall be in force until the **Subscriber** withdraws from it, subject to the outcomes
30 of any dispute settlement under Article 8 of **this Agreement**.

31 4.2 The **Subscriber** may withdraw from its **Subscription** upon six months written notice to the
32 **Governing Body** through its Secretary, not less than 10 years from the date that the **Subscription** took
33 effect. (AGREED AD REF.)

34 4.3 Upon withdrawal from its **Subscription**, the Subscriber shall no longer use the **Material**. The
35 Subscriber may conserve the Material and make it available to the Multilateral System in accordance with
36 Article 6.3. The Subscriber may also offer to return any remaining Material in its possession to the **Provider**.
37 If this is not possible or the **Provider** declines the offer, the **Subscriber** shall offer to transfer the **Material**
38 to an international institution that has signed an agreement with the **Governing Body** under Article 15 of the
39 **Treaty** or any other genebank that operates under the terms and conditions of the Multilateral System. If the
40 offer is declined or such transfer is not possible, as a last resort, the Material may be destroyed, and evidence
41 of its destruction is to be provided to the third party beneficiary. (AGREED AD REF)

42 4.4 The monetary benefit-sharing provisions of Article 3 of these **Subscription Terms** shall continue for
43 two years from the end of the **Subscription**. Notwithstanding the foregoing, only Articles 4, 6.1, 6.2, 6.3,
44 6.4, 6.9, 6.10 and 8 of **this Agreement** shall continue to apply after the end of the **Subscription**.

45

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 4⁷

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**

⁷ 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**.

1 **399 Park Avenue, New York, NY, USA, 10022,**
2 **Swift/BIC: CITIUS33, ABA/Bank Code: 021000089, Account No. 36352577**

3 6. A **Recipient** may withdraw from **this Agreement** upon six months written notice to the **Governing**
4 **Body**, through its Secretary, not less than ten years from the date of signing of **this Agreement** by the
5 **Provider** or the **Recipient**, whichever date is later, or from the date of acceptance of **this Agreement** by the
6 **Recipient**. (AGREED AD REF)

7 7. In the case that the **Recipient** has begun before withdrawal to **commercialize** a **Product**, in respect
8 of which payment is due in accordance with Articles 6.7, 6.8 and *Annex 4* of **this Agreement**, such payment
9 shall continue while that **Product** is **commercialized** and in accordance with the terms of Articles 6.7, 6.8
10 and *Annex 4* of **this Agreement**. (AGREED AD REF)

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

19 9. Notwithstanding the above, only Articles 4, 6.1, 6.2, 6.3, 6.4, 6.9, 6.10 and 8 of **this Agreement**
20 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:**

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.