
APPENDIX 1: STANDARD MATERIAL TRANSFER AGREEMENT

This Agreement is:

BETWEEN: *(name and address of the provider or providing institution, name of authorized official, contact information for authorized official, including email address and phone number*)* (hereinafter referred to as “the **Provider**”),

AND: *(name and address of the recipient or recipient institution, name of authorized official, contact information for authorized official, including email address and phone number*)* (hereinafter referred to as “the **Recipient**”).

PREAMBLE

WHEREAS

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

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

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

Articles 4, 11, 12.3a, 12.4, 12.5 and 13.2 of the **Treaty** are borne in mind;

The diversity of the legal systems of the Contracting Parties with respect to their national procedural rules governing access to courts and to arbitration, and the obligations arising from international and regional agreements 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.

* 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.

¹Defined terms have, for clarity, been put in bold throughout.

The parties to **this Agreement** hereby agree as follows:

ARTICLE 1 — THE AGREEMENT

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**.

ARTICLE 2 — DEFINITIONS

In **this Agreement** the expressions set out below shall have the following meaning:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a **Party to this Agreement**, including, without limitation, a **Party's** parent and subsidiaries, if any; whereby “control” means the ownership of more than fifty per cent (50%) of the voting rights or comparable interests in such entity.

“**this Agreement**” means the present Standard Material Transfer Agreement.

“**Available without restriction**”: refers to a **Product** that 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**.

“**Commercialize**” means to sell **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.

“**Contracting Parties**” means the Contracting Parties to the **Treaty**.

“**Fund**” means the mechanism for receiving and using financial resources established by the **Governing Body** in accordance with Article 19.3(f) of the **Treaty**.

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

“**Governing Body**” is the Governing Body established under Article 19 of the **Treaty**.

“**Material**” is the **Plant Genetic Resources for Food and Agriculture** specified in *Annex 1* to **this Agreement**.

“**Multilateral System**” means the Multilateral System established under Article 10.2 of the **Treaty**.

“**Party**” means either the **Provider** or the **Recipient**.

“**Parties**” means jointly the **Provider** and the **Recipient**.

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

“**Plant Genetic Resources for Food and Agriculture under Development**” means material derived from the **Material**, and hence distinct from it, that is not yet ready for **commercialization** and which the developer intends to further develop or to transfer to another person or entity for further development. The period of development for the **Plant Genetic Resources for Food and Agriculture under Development** shall be deemed to have ceased when those resources are **commercialized** as a **Product**.

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

“Register” is the public register of **Subscriptions** referred to in *Annex 2*, Article 2 of **this Agreement**.

“Registration Form” is the form contained in *Annex 3* to **this Agreement**.

“Sales” means the gross income resulting from the **commercialization** of a **Product** or **Products**, or, in the context of **Subscription**, of any other product that is a **Plant Genetic Resource for Food and Agriculture**, by the **Recipient** and its **Affiliates**, and the income received in the form of license fees for **Plant Genetic Resource for Food and Agriculture**.

“Secretary” refers to the Secretary of the **Governing Body**.

“Single Access” is the option defined in Articles 6.7, 6.8 and *Annex 4* of **this Agreement**.

“Subscriber” is the Recipient who subscribes in accordance with Article 6.11 of **this Agreement** and has a Subscription number.

“Subscription” is the option defined in Article 6.11 and *Annex 2* of **this Agreement**.

“Subscription Terms” are the terms and conditions defined in *Annex 2* of **this Agreement**.

“Subsequent Recipient” is a person or entity that is not a party to **this Agreement** and that receives the **Material** from the **Recipient**.

“Third Party Beneficiary” means the Food and Agriculture Organization of the United Nations acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**.

“Trait of commercial value” means any highly inheritable and measurable trait that confers commercial value for food and agriculture 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**.

“Treaty” is the International Treaty on Plant Genetic Resources for Food and Agriculture.

ARTICLE 3 — SUBJECT MATTER OF THE STANDARD MATERIAL TRANSFER AGREEMENT

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

ARTICLE 4 — GENERAL PROVISIONS

4.1 **This Agreement** is entered into within the framework of the **Multilateral System** and shall be implemented and interpreted in accordance with the objectives and provisions of the **Treaty**.

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

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, 12.3, and 12.5.³

4.3 The **Parties** 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**.

4.4 The **Third Party Beneficiary** has the right to request the appropriate information as required in Articles 5e, 6.5c, 8.3, *Annex 2*, Article 3.6, and *Annex 4*, Paragraph 7 to **this Agreement**.

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

ARTICLE 5 — RIGHTS AND OBLIGATIONS OF THE PROVIDER

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

- a) Access shall be accorded expeditiously, without the need to track individual accessions and free of charge, or, when a fee is charged, it shall not exceed the minimal cost involved;
- b) All available passport data and, subject to applicable law, any other associated available non-confidential descriptive information, shall be made available with the **Plant Genetic Resources for Food and Agriculture** provided;
- c) Access to **Plant Genetic Resources for Food and Agriculture under Development**, including material being developed by farmers, shall be at the discretion of its developer, during the period of its development;
- d) Access to **Plant Genetic Resources for Food and Agriculture** protected by intellectual and other property rights shall be consistent with relevant international agreements, and with relevant national laws;
- e) The **Provider** shall 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 Standard Material Transfer Agreements entered into,⁴

either by:

Option A: Transmitting a copy of the completed Standard Material Transfer Agreement,⁵

³ In the case of the International Agricultural Research Centres of the CGIAR and other international institutions, the Agreement between the **Governing Body** and the CGIAR International Agricultural Research Centres or other relevant institutions will be applicable.

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://mls.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.

or

Option B: In the event that a copy of the Standard Material Transfer Agreement is not transmitted,

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

This information shall be made available by the 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”, “6.11ter”, 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 before finalization.

6.1 The **Recipient** undertakes that the **Material** shall be used or conserved only for the purposes of research, breeding and training for food and agriculture. Such purposes shall not include chemical, pharmaceutical and/or other non-food/feed industrial uses.

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

6.3 In the case that the **Recipient** conserves the **Material** supplied, the **Recipient** shall make the **Material**, and the related information referred to in Article 5b, available to the **Multilateral System** using the Standard Material Transfer Agreement.

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

- a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new Standard Material Transfer Agreement; and

- b) notify the **Governing Body**, in accordance with Article 5e.

On compliance with the above, the **Recipient** shall have no further obligations regarding the actions of the **Subsequent Recipient**.

6.4BIS A **Recipient** may share the **Material** with its **Affiliates** that are relevant to the use of **Material** or the **Sales** of **Products** without needing to sign a new Standard Material Transfer Agreement. The **Recipient** who shares the **Material** with such **Affiliates** in this manner shall ensure that use of the **Material** by such **Affiliates** complies with the terms of the Standard Material Transfer Agreement signed by the **Recipient**. Any relevant **Sales** by such **Affiliates** shall be included in the base of **Sales** upon which payment is calculated pursuant to Annex 2, Article 3 or Annex 4, Articles 1 and 2, respectively. The **Recipient** shall also disclose a list of its **Affiliates** relevant to the use of **Material** or **Sales** of **Products**, in accordance with Article 10 and Annex 2, Article 3.6 or Annex 4, Article 7, as applicable. All other transfers of the **Material** shall be treated as transfers to subsequent recipients pursuant to Article 6.4.

6.5 In the case that the **Recipient** transfers a **Plant Genetic Resource for Food and Agriculture under Development** to another person or entity the **Recipient** shall:

- a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new Standard Material Transfer Agreement, provided that Article 5a of the Standard Material Transfer Agreement shall not apply;
- 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**;
- c) notify the **Governing Body**, in accordance with Article 5e; and
- d) have no further obligations regarding the actions of any **subsequent recipient**.

After a period of twenty years after signing or accepting of **this Agreement**, 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: contains a genetic contribution of less than 12,5% by pedigree of the **Material**, or a combined genetic contribution of less than 12.5% by pedigree of the **Material** received under **this Agreement** and materials received under other Standard Material Transfer Agreements, if any, and does not contain a **trait of commercial value** that was contributed by any of these materials.

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.

6.9 The **Recipient** shall make available to the **Multilateral System**, through the information system provided for in Article 17 of the **Treaty**, all non-confidential information that results from research and development carried out on the **Material**, and is encouraged to share through the **Multilateral System** non-monetary benefits expressly identified in Article 13.2 of the **Treaty** that result from such research and development. After the expiry or abandonment of the protection period of an intellectual property right on a **Product** that incorporates the **Material**, the **Recipient** is encouraged to place a sample of this **Product** into a collection that is part of the **Multilateral System**, for research and breeding.

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

6.6 bis The **Recipient**, at the time of signing or accepting of **this Agreement**, shall select between two access options, as provided for in Article 10 of **this Agreement**: the **Subscription** pursuant to Article 6.11 and Annex 2, or **Single Access** pursuant to Articles 6.7 and 6.8 and *Annex 4*, unless the **Recipient** has already subscribed.

6.11 To select the **Subscription**, the **Recipient**, if not already subscribed, must submit a completed **Registration Form** (*Annex 3*), to the **Governing Body**, through its **Secretary**. In the **Registration Form**, the **Recipient** may indicate that its **Subscription** only covers a selection of crops.

6.11 bis The terms and conditions of the subscription option are set out in *Annex 2* to **this Agreement**. *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*.

6.11 ter Under the **Subscription**, the **Recipient** shall have no payment obligations with regard to the **Material** received, and any **Products** that incorporate the **Material**, other than the payment obligations provided for under the **Subscription**, during the period of the **Subscription**.

6.7 Under **Single Access**, if the **Recipient** or any of its **Affiliates** commercializes a **Product**, and where such **Product** is **not available without restriction**, the terms and conditions laid out in *Annex 4* apply. After the restriction comes to an end, the **Recipient** commercializing the **Product** will continue to make payments at the rate referred to in Article 6.8 below. *Annex 4* 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 4*.

6.8 Under **Single Access**, if the **Recipient** or any of its **Affiliates** commercializes a **Product** and where that **Product** is **available without restriction**, the terms and conditions laid out in *Annex 4* apply. *Annex 4* 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 4*.

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**.

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**.

8.2 The **Third Party Beneficiary** has the right to request that the appropriate information, including samples as necessary, be made available by the **Provider** and the **Recipient**, regarding their obligations in the context of **this Agreement**. Any information or samples so requested shall be provided by the **Provider** and the **Recipient**, as the case may be.

8.3 Any dispute arising from **this Agreement** shall be resolved in the following manner:

- a) Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute by negotiation.
- b) Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation through a neutral third party mediator, to be mutually agreed.
- c) Arbitration: If the dispute has not been settled by negotiation or mediation, any party may submit the dispute for arbitration under the Arbitration Rules of an international body as agreed by the parties to the dispute. Failing such agreement, the dispute shall be 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.

- d) Aggrieved parties may avail themselves of opportunities made available under the provisions of Article 12.5 of the **Treaty**.

8.4 Where dispute settlement under this Article results in termination of **this Agreement**, any remaining **Material** shall be handled, unless otherwise agreed by the **Parties to this Agreement** and the **Third Party Beneficiary**, according to the following sequence:

- i. The **Recipient** may offer to return any remaining **Material** in its possession to the **Provider**.
- ii. If the **Recipient** is unable to return the **Material** to the **Provider** or the **Provider** does not accept the **Material**, the **Recipient** may 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**.
- iii. If the **Recipient** is unable to transfer the **Material**, as a last resort, the **Material** shall be destroyed, and evidence of its destruction is to be provided to the **Third Party Beneficiary**.

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.

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**.

Withdrawal from this Agreement

9.2 The **Recipient** who selects the **Subscription** defined in Article 6.11 may withdraw from its **Subscription** in accordance with *Annex 2*. The **Recipient** who selects the **Single Access** defined in Articles 6.7 and 6.8 may withdraw from **this Agreement** in accordance with *Annex 4*.

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 Standard Material Transfer Agreement 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.

Means of communication

9.4 Notifications from the **Secretary** to the **Recipient** as well as from the **Recipient** to the **Secretary** shall be through email, using email addresses provided in Article 1.2 (for the **Recipient**) and footnote 4 (for the **Secretary**).

ARTICLE 10 — SIGNATURE/ACCEPTANCE

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**.

☐ 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 gross income received by the **Recipient** and its **Affiliates** from **commercialization of Plant Genetic Resources for Food and Agriculture** and in the form of license fees for **Plant Genetic Resources for Food and Agriculture** does not exceed USD [10 million][15 million][50 million] in accordance with *Annex 2*, Article 3.4.

☐ I commit to making annual payments and submit annual reports as of the time that the **Recipient's** and its **Affiliates'** gross income from commercialization of **Plant Genetic Resources for Food and Agriculture** and in the form of license fees for **Plant Genetic Resources for Food and Agriculture** exceeds USD [10 million][15 million][50 million].

☐ I understand and expressly acknowledge the right of the **Third Party Beneficiary** to request the appropriate information in accordance with Article 4.4 of **this Agreement**.

☐ I confirm that I am already a **Subscriber**, and that the requested **Plant Genetic Resources for Food and Agriculture** is covered by my **Subscription**, .

Subscriber number:

Or

☐ I hereby opt for the **Subscription** pursuant to Article 6.11 and *Annex 2* of **this Agreement** and confirm I have sent the **Registration Form** in *Annex 3* of **this Agreement**, as well as **the list of Affiliates** pursuant to Article 6.4 BIS of **this Agreement** as applicable, to the **Governing Body**, through its **Secretary**.

Or

☐ I hereby opt for the **Single Access** pursuant to Articles 6.7 and 6.8 and *Annex 4* of **this Agreement** and confirm I have provided the list of **Affiliates** pursuant to Article 6.4 BIS of **this Agreement** as applicable to the **Provider**, who will transmit it along with the information under Article 5e of **this Agreement**, to the **Governing Body**, through its **Secretary**.

Signature.....

Date.....

* 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.

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 and its **Affiliates**' gross income from commercialization of **Plant Genetic Resources for Food and Agriculture** and in the form of license fees for **Plant Genetic Resources for Food and Agriculture** does not exceed USD [10 million][15 million][50 million], 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 3.4 does not apply: "I hereby declare that the **Recipient**'s and its **Affiliates** gross income from **commercialization of Plant Genetic Resources for Food and Agriculture** and in the form of license fees for **Plant Genetic Resources for Food and Agriculture** does not exceed USD [10 million][15 million][50 million] in accordance with *Annex 2*, Article 3.4. The **Recipient** commits to making annual payments and submit annual reports as of the time that the **Recipient**'s and its **Affiliates**' gross income from **commercialization of Plant Genetic Resources for Food and Agriculture** and in the form of license fees for **Plant Genetic Resources for Food and Agriculture** exceeds USD [10 million][15 million][50 million]. 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** is a **Subscriber**, it shall submit the following information to the **Governing Body**, through its **Secretary**:

"I hereby confirm that I am a **Subscriber**, and that the requested **Plant Genetic Resources for Food and Agriculture** is covered by my **Subscription**, with the subscriber number"

Or

If the **Recipient** opts for the **Subscription**, it shall submit the following information to the **Governing Body**, through its **Secretary**: "I hereby opt for the **Subscription** pursuant to Article 6.11 and *Annex 2* of **this Agreement** and confirm I have sent the **Registration Form** in *Annex 3* to **this Agreement**, as well as the **list of Affiliates** pursuant to Article 6.4 BIS of **this Agreement** as applicable, to the **Governing Body**, through its **Secretary**."

Or

If the **Recipient** opts for **Single Access**, it shall submit the following information to the **Governing Body**, through its **Secretary**: "I hereby opt for **Single Access** pursuant to Articles 6.7 and 6.8 and *Annex 4* of **this Agreement** and confirm I have provided the list of **Affiliates** pursuant to Article 6.4 BIS of **this Agreement** as applicable to the **Provider**, who will transmit it along with the information under Article 5e of **this Agreement**, to the **Governing Body**, through its **Secretary**."

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**.

* 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 hereby declare that the **Recipient's** and its **Affiliates'** gross income from **commercialization of Plant Genetic Resources for Food and Agriculture** and in the form of license fees for **Plant Genetic Resources for Food and Agriculture** does not exceed USD [10 million][15 million][50 million] in accordance with *Annex 2*, Article 3.4. The **Recipient** commits to making annual payments and submit annual reports as of the time that the **Recipient's** and its **Affiliates'** gross income from **commercialization of Plant Genetic Resources for Food and Agriculture** and in the form of license fees for **Plant Genetic Resources for Food and Agriculture** exceed USD [10 million][15 million][50 million]. 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 confirm that I am a **Subscriber**, and that the requested **Plant Genetic Resources for Food and Agriculture** is covered by my **Subscription**, with the subscriber number

Or

- ☐ I hereby opt for the **Subscription** pursuant to Article 6.11 and *Annex 2* of **this Agreement** and confirm I have sent the **Registration Form** in *Annex 3* to **this Agreement**, as well as **the list of Affiliates** pursuant to Article 6.4 BIS of **this Agreement** as applicable, to the **Governing Body**, through its **Secretary**.

Or

- ☐ I hereby opt for **Single Access** pursuant to Articles 6.7 and 6.8 and *Annex 4* of **this Agreement** and confirm I have provided the list of **Affiliates** pursuant to Article 6.4 BIS of **this Agreement** as applicable to the **Provider**, who will transmit it along with the information under Article 5e of **this Agreement**, to the **Governing Body**, through its **Secretary**.

Annex 1

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 Standard Material Transfer Agreement 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 2⁶

TERMS AND CONDITIONS OF THE SUBSCRIPTION (ARTICLE 6.11)**ARTICLE 1 — SUBSCRIPTION**

1.1 The **Recipient**, who subscribes in accordance with Article 6.11 of **this Agreement** (hereinafter referred to as the “**Subscriber**”), agrees to be bound by the following additional terms and conditions (the “**Subscription Terms**”).

1.2 The effective date of the **Subscription** is the date the Secretary assigns the **Recipient** a subscription number. The subscription number and the effective date of the **Subscription** shall be communicated by email to the **Subscriber** by the **Secretary** as soon as possible after the subscription number is assigned.

1.2 bis The **Subscriber** shall not be required to sign Annex 3 of any subsequent Standard Material Transfer Agreement, for crops covered by the **Subscription**, during the period of **Subscription**.

1.3 The **Subscriber** shall be relieved of any obligation to make payments under any Standard Material Transfer Agreements signed before [date⁷], for crops covered by the **Subscription** and with respect to materials accessed under those Standard Material Transfer Agreements, only the payment obligations in these **Subscription Terms** shall apply.

1.3 BIS To the extent the **Subscriber** has signed any Standard Material Transfer Agreements and selected the **Single Access** pursuant to Articles 6.7 or 6.8 and Annex 4 of those Standard Material Transfer Agreements after [date⁸], the Subscriber’s payment obligations under those Standard Material Transfer Agreements shall remain in place, and the **Subscriber** may subtract the sales of **Products** that are subject to the payment obligations under those Standard Material Transfer Agreements from the base of its **Subscription** payment.

1.4 The **Parties** acknowledge that the **Governing Body** may amend the **Subscription Terms** at any time. The **Subscriber** shall be notified of the amendments by the **Secretary**. At any time in the 10 years after the **Secretary** issues a notification of the amendments, the **Subscriber** may notify the **Governing Body** through its **Secretary** that it agrees to be subject to the amended **Subscription Terms**. In the absence of such notification by the **Subscriber**, the amended **Subscription Terms** will start to apply to its **Subscription** upon conclusion of this 10-year period, unless the **Subscriber** withdraws from the **Subscription** in accordance with Article 4 of *Annex 2*. In either case, the **Subscriber**’s transition to the amended **Subscription Terms** shall not affect the date on which the **Subscription** had taken effect.

ARTICLE 2 — REGISTER

The **Subscriber** agrees that its full name, contact details, and whether it has opted to limit the crops covered by the **Subscription**, 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**.

⁶ This Annex only applies if the **Recipient** has opted for the subscription option.

⁷ The “date” should specify a date which is twelve months after the Revised SMTA replaces the current SMTA.

⁸ The “date” should specify a date which is twelve months after the Revised SMTA replaces the current SMTA.

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 gross income received by the **Subscriber** and its **Affiliates** from the **commercialization** of products that are **Plant Genetic Resources for Food and Agriculture** of crops covered by the **Subscription**.

3.1 BIS In case the gross income received by an **Affiliate** of the **Subscriber** is already accounted for in another subscriber's monetary benefit-sharing payment, such gross income may be deducted from the **Subscriber's** payment under Article 3.1, provided it is reported in accordance with Article 3.6 below.

3.2 The applicable rate of payment on the gross income from the **commercialization** of products of products that are **Plant Genetic Resources for Food and Agriculture** of crops covered by the **Subscription** shall be [0.01%][0.1%].

3.3 In the case that the **Subscriber** and its **Affiliates** only **commercialize** products of crops covered by the **Subscription** that are **Plant Genetic Resources for Food and Agriculture** that are **available without restriction**, and at the request of the **Subscriber**, through the **Registration Form** contained in *Annex 3*, the rate of payment shall be [xx]%.

3.4 Notwithstanding the above, no payment shall be required in case the gross income received by the **Subscriber** and its **Affiliates** in a financial year from the **commercialization** of products that are **Plant Genetic Resources for Food and Agriculture** does not exceed United States dollars (USD) [10 million][15 million][50 million].

3.5 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**.

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

- a) Information on the gross income for which payment was made;
- b) In case of Article 3.3 of *Annex 2*, information on the **Subscriber's** and its **Affiliates'** product portfolio;
- c) the verifiable source of the information provided;
- c)BIS an updated list of **Affiliates** pursuant to Article 6.4 BIS of **this Agreement** as applicable;
- d) In case of Article 3.1 ALT BIS, information on the **Affiliate's** gross income that the **Subscriber** deducted from the monetary benefit-sharing payment, as well as information on the subscription under which it has already been accounted for; and,
- e) any changes to information previously provided in accordance with Article 2;

or a signed declaration showing that it is exempted from payment in accordance with Article 3.4 above.

Such information shall be treated as confidential business information, to the extent specified by the **Subscriber**. The **Subscriber** acknowledges that the **Secretary**

- i. shall make the information available to the **Third Party Beneficiary** in the context of dispute settlement, as provided for in Article 8 of **this Agreement**
- ii. may use the information for the purpose of reporting to the **Governing Body** on income to the **Fund**.

3.7 All payments due to the **Governing Body** shall be payable in *United States dollars (USD)* 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**:

**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 **Subscriber** shall be in force until the **Subscriber** withdraws from it.
- 4.2 The **Subscriber** may withdraw from its **Subscription** by providing six months written notice to the **Governing Body** through its **Secretary**, provided that at least 10 years have passed since the **Subscription** took effect. The effective date of the withdrawal shall be communicated to the **Subscriber** by the Secretary.
- 4.3 Within six months of the effective date of withdrawal from its **Subscription**, the **Subscriber** may choose to handle the **Material** according to the following sequence:
- i. The **Subscriber** may continue to use the **Material** pursuant to Articles 6.7 and 6.8 of a newly concluded Standard Material Transfer Agreement with the **Provider**;
 - ii. The **Subscriber** may conserve the **Material** and make it available to the **Multilateral System** in accordance with Article 6.3 of **this Agreement**;
 - iii. If the **Subscriber** does not elect to conserve the **Material**, the **Subscriber** may offer to return any remaining **Material** in its possession to the **Provider** ;
 - iv. If the **Subscriber** is unable to return the **Material** to the **Provider** or the **Provider** does not accept the **Material**, the **Subscriber** may 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**.
 - v. If the **Subscriber** is unable to transfer the **Material** pursuant to paragraph 4.3 iii above, as a last resort, the **Material** shall be destroyed, and evidence of its destruction is to be provided to the **Third Party Beneficiary**.
- 4.4 No refunds shall be issued for payments already made by the **Subscriber** under the **Subscription**. The **Subscriber** shall remain liable for all outstanding payments due prior to the effective withdrawal date.
- 4.5 The monetary benefit-sharing provisions of Article 3 of these **Subscription Terms** shall continue to apply for two years from the end of the **Subscription**.
- 4.6 The **Subscriber**'s withdrawal from its **Subscription** shall imply its withdrawal from **this Agreement**.
- 4.7 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 3⁹

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, whether the **Recipient** has opted to limit the crops covered by the **Subscription**, 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.

☐ I hereby opt for the **Subscription**.

☐ I hereby opt to limit my **Subscription** to the following crops:

☐ (Only if the monetary benefit-sharing payment rates under *Annex 2*, Article 3.3 are chosen): I hereby opt for the payment rates provided in *Annex 2*, Article 3.3. I understand and expressly agree that my yearly statement of account will have to include the additional information stipulated in *Annex 2*, Article 3.6.

Signature.....

Date.....

Full name of Recipient:

.....

Address:

.....

.....

Telephone:

Email:

Recipient's authorized official:

.....

Address:

.....

Telephone:

Email:

⁹ This Annex only applies if the **Recipient** has opted for the subscription option. If the **Recipient** is already a **Subscriber** and has indicated the Subscription number in Article 10 above, they shall not be required to sign the **Registration Form**.

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 4¹⁰

TERMS AND CONDITIONS OF THE SINGLE ACCESS (ARTICLES 6.7 AND 6.8)

1. On **commercialization** of the **Product**, the **Recipient** shall pay each year [0.77%] [1%] [1.5%] [2.5%] percent of the annual gross income resulting from the commercialization of the **Product**, by the **Recipient** and its **Affiliates**, if the **Product** is **not available without restriction** to others for further research and breeding, for the period for which the restriction is applicable. After the restriction comes to an end, the **Recipient** will continue to make payments at the rate referred to in Paragraph 2 below.
2. On **commercialization** of the **Product**, the **Recipient** shall pay each year, for a period of ten years, [0.1%] [0.15%] [0.5%] [0.8%] [1%] percent of the annual gross income resulting from the commercialization of the **Product**, by the **Recipient** and its **Affiliates**, if the **Product** is **available without restriction** to others for research and breeding.
3. For a particular **Product**, the **Recipient** shall be required to make payments for not more than 25 years in total.
4. The **Recipient** shall notify the **Governing Body** through its **Secretary** that it has commercialized the **Product**, within 60 days of the date the **commercialization** had started.
5. No payment shall be due from the **Recipient** when the **Product**:
 - (a) has been purchased or otherwise obtained from another person or entity who has already made payment on the **Product**;
 - (b) is sold or traded as a commodity; or
 - (c) contains a genetic contribution of less than 6.25% by pedigree of the **Material**, or a combined genetic contribution of less than 6.25% by pedigree of the **Material** received under **this Agreement** and materials received under other Standard Material Transfer Agreements, if any, and does not contain a **trait of commercial value** that was contributed by any of these materials.
6. Where a **Product** contains a **Plant Genetic Resource for Food and Agriculture** accessed from the **Multilateral System** under two or more Standard Material Transfer Agreements, only one payment shall be required under Paragraphs 1 and 2 above.
7. The **Recipient** shall submit to the **Governing Body**, within sixty (60) days after closure of accounts each financial year, an annual report setting forth:
 - (a) the gross income received from the **commercialization** 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;
 - (b) the amount of the payment due;
 - (c) information that allows for the identification of the applicable payment rate or rates;
 - (c) BIS an updated list of **Affiliates** pursuant to Article 6.4 BIS of **this Agreement** as applicable; and
 - (d) the verifiable source of the information provided.

Such information shall be treated as confidential business information, to the extent specified by the **Recipient**. The **Recipient** acknowledges that the **Secretary**

¹⁰ This Annex applies only if the **Recipient** has *not* opted for the subscription option.

- i. shall make the information available to the **Third Party Beneficiary** in the context of dispute settlement, as provided for in Article 8 of **this Agreement**;
- ii. may use the information for the purpose of reporting to the **Governing Body** on income to the **Fund**.

8. 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 (USD)* 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**:

**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**

9. 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:

- i. in the event of signature, the date of signing of **this Agreement** by the **Provider** or the **Recipient**, whichever date is later;
- ii. in the event of click-wrap, the date of acceptance of **this Agreement** by the **Recipient**;
- iii. in the event of shrink-wrap, the date on which the shipment was sent by the **Provider**.

The **Recipient** shall be notified about the effective date of the withdrawal by the **Secretary**.

10. In the case that the **Recipient commercializes** 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 after withdrawal while that **Product** is **commercialized** and in accordance with the terms of Articles 6.7, 6.8 and *Annex 4* of **this Agreement**.

10.bis The **Recipient** may make voluntary benefit-sharing payments into the Benefit-sharing Fund related to the use of “DSI/GSD”¹¹ of the **Material**.

11. Within six months of the effective date of withdrawal from **this Agreement**, the **Recipient** may choose to handle the **Material** according to the following sequence:

- i. The **Recipient** may continue to use the **Material** pursuant to Article 6.11 of a newly concluded Standard Material Transfer Agreement with the **Provider**;
- ii. The **Recipient** may conserve the **Material** and make it available to the **Multilateral System** in accordance with Article 6.3 of **this Agreement**;
- iii. If the **Recipient** does not elect to conserve the **Material**, the **Recipient** may offer to return any remaining **Material** in its possession to the **Provider** ;
- iv. If the **Recipient** is unable to return the **Material** to the **Provider**, the **Recipient** may 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**.
- v. If the **Recipient** is unable to transfer the **Material** pursuant to Paragraph 4.3 iii above, as a last resort, the **Material** shall be destroyed, and evidence of its destruction is to be provided to the **Third Party Beneficiary**.

¹¹ There is not yet an agreed definition of, or official terminology for, digital sequence information/genetic sequence data.

12. 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.