

Material Transfer Agreement on Plant Genetic Resources for Food and Agriculture

(Recommended MTA model for institutions participating in the “National Programme on Plant Genetic Resources and Agro-biodiversity Conservation and Utilization” of the Czech Republic and providing plant genetic resources to users)

Name of the legal subject providing the genetic resources, its address, contact (hereinafter “provider”)

holds plant genetic resources (PGR) in accordance with the Act No. 148/2003 and authorization of the Ministry of Agriculture of the Czech Republic. Participant of the National Programme on Plant Genetic Resources and Agro-biodiversity Conservation and Utilization is obliged to provide samples of PGR for purposes of breeding, research and education to domestic and foreign users. Samples of PGR are provided under conditions of this agreement, if sufficient stock exists and if sampling will not endanger or damage the genetic resource. Parameters of the provided samples of PGR and extent of services are regulated by the Decree No. 458/2003. In case of foreign users (legal or natural persons) the obligation mentioned above is applied only to subjects and their requirements for providing the samples covered by the International Treaty on Plant Genetic Resources for Food and Agriculture.

Aim of this agreement is to contribute to conservation of plant genetic resources, to ensure access to these resources and their sustainable use respecting fair benefit sharing.

Availability of samples of plant genetic resources for food and agriculture kept by the provider is guaranteed for the following categories of material:

Category 1)

Samples of plant genetic resources for food and agriculture listed in the Annex I of the International Treaty on Plant Genetic Resources for Food and Agriculture.

Category 2)

Samples of plant genetic resources for food and agriculture not listed in the Annex I of the International Treaty on Plant Genetic Resources for Food and Agriculture and that were:

- either developed (produced, obtained as a property) in the institution that presently maintains these genetic resources or which were obtained by this institution before the Convention on Biological Diversity has entered into force and to which no legal protection is applied and/or their availability is not limited in other way (by an author or owner of the given genetic resource – e.g. requirement of reciprocity etc.),
- or obtained after the Convention on Biological Diversity entered into force, however on the basis of an agreement which enables to provide such genetic resources for agricultural (biological) research, breeding and education without any restrictions.

Availability of PGR samples mentioned in the categories 1) and 2) is guaranteed in accordance with provisions of the International Treaty, namely its articles 12.3 and 13.2d.

Plant genetic resources not included in the categories 1) or 2) or to which legal protection is applied and/or their availability is limited in other way by an author, provider or owner of such genetic resource, are not subject of this agreement. Nevertheless, they can be made available on the basis of mutual providing of the same or similar advantages and/or on the basis of a special agreement.

At recognition and respect for his given liabilities, responsibilities and rights, the provider enables access to plant genetic resources in his collections and in the gene bank under the following conditions:

Recipient of plant genetic resources sample(s) agrees herewith that:

- He will enable access to samples of genetic resources exclusively for their conservation and utilisation in research, breeding and education with the aim to ensure food production and agriculture.
- He will not apply on provided plant genetic resources any form of intellectual property rights or other rights that could restrict an easy availability of plant genetic resources for food and

agriculture or their genetic segments or components that he obtained on the basis of this agreement.

- He will ensure that all further (third) persons and/or institutions, to that the recipient makes available the respective genetic resources, will guarantee for provided genetic resources and/or materials that were directly and essentially derived from them, that this further (third) person will be bound by the same provisions as in this agreement and will guarantee to transfer the same obligation to possible subsequent recipients.
- If the obtained samples of genetic resources or their segments or components will be further evaluated and characterised by the recipient and any data on their properties will be obtained, the recipient undertakes to provide the data to the sample provider. Upon request of the recipient the provided data can be made publicly available only after a three year's period from their transfer.
- If the results of the use of provided samples of PGR or their segments or components are published, the recipient (user) undertakes to recognise and quote provider of used genetic resources in the publication and send a copy of such publication to the provider.
- In case, that the result of use of provided PGR samples in research or breeding is a material (e.g. cultivar) on which legal protection is applied, the recipient of PGR samples undertakes to inform the provider and send him copies of documents constituting such legal protection.
- Recipient of PGR samples is fully responsible, that transfer of samples will comply with national regulations concerning quarantine and biosafety, as well as import and release of plant genetic resources for cultivation in recipient country.

Phytosanitary state of provided PGR sample(s) is guaranteed only in such a case and extent as specified in Phytosanitary Certificate and only when its copy is enclosed. Provider accepts no liability for accuracy and correctness of any passport or other data provided along with a PGR sample(s). He also does not guarantee safety, quality, viability and purity (genetic and/or mechanical) of provided PGR samples.

In case of disputes within the frame of the agreement, a party of the agreement can require arbitration, at national level or at the International Chambre of Commerce, Paris, France.

The samples of plant genetic resources listed bellow are provided only after recipient acceptance of the agreement conditions. This agreement enters into force immediately after recipient accepts the PGR samples listed bellow.

If the conditions mentioned above are not met by the recipient, provider may refuse future services to this recipient.

List of provided samples of genetic resources (in case of lack of space, please use an annex)

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The provider asks the requesting party to fill in and sign this agreement by a statutory representative and return it to provider.

Name of the recipient of the sample(s) of plant genetic resources:

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Full address (place, street, number, postal code, phone, e-mail)

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On behalf of recipient:

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First name, surname, title Position Signature

Date and place:

On behalf of provider:

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First name, surname, title Position Signature

Date and place:.....