

Access and Acquisition Guidelines on Plant Material at NordGen



**A Nordic Project for Implementing the International Treaty
on plant genetic Resources for Food and Agriculture**

Preamble

This report presents the results of the project established by the Nordic Genetic Resource Council for “Implementing the International Treaty on plant genetic Resources for Food and Agriculture”. The objective is to compose recommendations and suggestions considering access conditions to Nordic Plant Genetic Resources for Food and Agriculture, particularly the plant material found in NordGen but also *ex situ* collections in the Nordic countries. The intention is to unify the procedures consistent with recent international developments, especially the International Treaty on Plant Genetic Resources for Food and Agriculture (Treaty) and its Multilateral System. The project is based on previous Nordic work in this field, including the project “A Nordic Approach to Access and Rights to Genetic Resources”, which was presented in 2003, and the resulting Ministerial Declaration on Access and Rights to Genetic Resources of the Nordic Council of Ministers in 2003 (the Kalmar Declaration). The report will also compose recommendations relating to NordGen's acquisition of material.

Members of the project group were the secretary of the Nordic Council of Ministers, experts from NordGen as well as a few of the Nordic countries. The deliberations and managerial decisions of the project group have been based on consensus. The group has strived to formulate clear recommendations or to discuss alternative solutions to the problems on hand. The majority of the work carried out by the project group has been the Nordic material under common Nordic management. Other genetic resources such as the *ex situ* collections under the control of national governments have been examined briefly.

On behalf of the project group

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Grethe Evjen

The project group:

Agneta Börjesson, Swedish Board of Agriculture, Sweden

Grethe Evjen, Ministry of Agriculture and Food, Norway

Agnese Kolodinska Brantestam, NordGen

Vivi Hunnicke Nielsen, Nordic Genetic Resource Council

Lars Landbo, Plant Directorate, Denmark

Ida Lindblad Hammar, Swedish Board of Agriculture, Sweden

Susanna Paakkola, Ministry of Agriculture and Forestry, Finland

Morten Rasmussen, NordGen

Content

	<i>Introduction</i>	5
1.	Relevant International and Nordic Agreements on Plant Genetic Resources	6
1.1.	<i>The International Treaty on plant genetic Resources for Food and Agriculture and its implementation</i>	6
1.1.1.	The Multilateral System of Access and Benefit-sharing.....	6
1.2.	<i>The Convention on Biological Diversity</i>	9
1.3.	<i>The Kalmar Declaration</i>	9
2.	Plant Genetic Resources for Food and Agriculture	11
2.1.	<i>Material in NordGen collections</i>	11
2.2.	<i>Nordic Plant Genetic Resources in vegetative collections</i>	14
2.2.1.	Denmark.....	14
2.2.2.	Finland.....	14
2.2.3.	Iceland.....	14
2.2.4.	Norway.....	14
2.2.5.	Sweden.....	14
2.3.	<i>Material in public national collections in Nordic countries</i>	15
2.3.1.	Denmark.....	15
2.3.2.	Finland.....	15
2.3.3.	Iceland.....	15
2.3.4.	Norway.....	15
2.3.5.	Sweden.....	15
3.	NordGen material – terms for access and acquisition	16
3.1.	<i>Access – implementation of international agreements</i>	16
3.2.	<i>Categories of NordGen material</i>	18
3.2.1.	Material and uses covered by the Treaty.....	18
3.3.	<i>Consequences for public Plant Genetic Resources in Nordic countries other than those included in the NordGen collection</i>	20
3.4.	<i>Acquisition</i>	21
4.	Recommendations	23
4.1.	<i>Access</i>	23
4.2.	<i>Acquisition</i>	25
4.2.1.	Acquisition of publicly available material.....	25
4.2.2.	Acquisition of material that is not yet publicly available.....	26
4.2.3.	Faroese and Greenlandic material: recommendations.....	26
4.3.	<i>Ex situ collections in the Nordic countries</i>	26
5.	Conclusions	27

APPENDIX I	List of crops covered in the Multilateral System
APPENDIX II	Standard Material Transfer Agreement with footnotes adopted by AEGIS
APPENDIX III	NordGen Material Transfer Agreement used currently
APPENDIX IV	Material in NordGen collection from Greenland and Faeroe Islands
APPENDIX V	Number of accessions in NordGen collection included in Annex 1 of the International Treaty for Food and Agriculture
APPENDIX VI	Number of accessions in NordGen collection not included in Annex 1 of the International Treaty for Food and Agriculture
APPENDIX VII	Proposal for a "hobby MTA" to be used for transfer of material for hobby purposes
APPENDIX VIII	Proposal for Acquisition letter for NordGen
APPENDIX IX	Material in transition description
APPENDIX X	Proposal for NordGen material transfer agreement for purposes other than hobby use or use and conservation for research, breeding and training for food and agriculture
APPENDIX XI	List of acronyms

Introduction

FAO's International Treaty on Plant Genetic Resources for Food and Agriculture (the Treaty) was adopted in 2001 and entered into force in 2004. The Nordic countries have all ratified the Treaty, although special conditions apply to the two autonomous provinces of Denmark: Greenland and the Faeroe Islands (cf. section 2.1). The Treaty is a legally binding instrument of international law. Some of its key provisions handle globally facilitated access to Plant Genetic Resources for food and agriculture (PGRFAs). According to Article 10 of the Treaty, each contracting party recognises the sovereign rights of states over their own PGRFAs. However, in the exercise of their sovereign rights the contracting parties have agreed to establish the Multilateral System of Access and Benefit-sharing (Multilateral System) to facilitate access to PGRFAs on a global level and to share the benefits arising from the use of the PGRFAs. The Multilateral System includes all PGRFAs listed in Annex I of the Treaty that are under the management and control of the contracting parties and in the public domain.

Article 12 of the Treaty specifies the conditions for access for PGRFAs in the Multilateral System. Access to such PGRFAs is provided in accordance with a standard Material Transfer Agreement (sMTA) adopted by the Governing Body of the Treaty at its first session in 2006. The conditions apply only to access for purposes of “*..utilization and conservation for research, breeding and training for food and agriculture.*” They do not apply to access for chemical, pharmaceutical and/or other non-food/feed industrial uses as these fall outside the scope of the Treaty. It is therefore left to the sovereign states to define the access conditions for PGRFAs not covered by the Multilateral System and for purposes excluding those specified in the Treaty.

NordGen (Nordic Gene Bank before 1 January 2008) holds the majority of all Nordic PGRFAs. In 2002, the Nordic countries initiated a project to address various aspects related to access and rights to genetic resources. This work resulted in a report entitled “Access and Rights to Genetic Resources – A Nordic Approach” (2003) and was reflected in the Kalmar Declaration. The Kalmar Declaration on access and rights to genetic resources states that all plant accessions of the Nordic Gene Bank (NordGen), except for safety collections held by NordGen for other gene banks, are under common Nordic management and in the public domain. In Kalmar in 2003, the Nordic Council of Ministers also declared that relevant material administered by NordGen should be part of the Multilateral System for Plant Genetic Resources under the Treaty following the agreement's ratification by all Nordic countries. Since all Nordic countries ratified the Treaty by 2007, the task for NordGen has been to determine how NordGen's collection should be included in the Multilateral System and how to apply the sMTA.

The objective of this report is to compose recommendations and suggestions for access and rights to Nordic Plant Genetic Resources for Food and Agriculture, particularly for the plant material found in the NordGen Plants collection. The intention is to unify the procedures of NordGen practice to maintain consistency with recent international developments, particularly the Treaty and its Multilateral System. The recommendations will also include how access can be regulated to material held by NordGen, material that is not covered by the Multilateral System, including material accessed for other purposes than those specified in the Treaty.

The report will also address NordGen's acquisition of plant material. The purpose is to develop transparent procedures that will enable NordGen to store valuable material accessible to the public domain after a defined transition period.

Finally, this report also addresses the status of the national policy on public *ex situ* collections that are under the management and control of the Nordic countries.

1. Relevant International and Nordic Agreements on Plant Genetic Resources

1.1. *The International Treaty on Plant Genetic Resources for Food and Agriculture and its implementation*

The Treaty was adopted in 2001 and entered into force in 2004. Today, 116 countries (including all the member states of the European Union and all the Nordic Countries) have ratified it.

The objectives of the Treaty are conservation and sustainable use of PGRFAs as well as fair and equitable sharing of the benefits arising out of their use. It is also stated that the Treaty must correspond to the Convention on Biological Diversity, for sustainable agriculture and food security.

A clear and comprehensive overview of the entire Treaty is given by Moore and Tymowski (2005).¹

1.1.1. The Multilateral System of Access and Benefit-sharing

The Multilateral System of Access and Benefit-sharing for Plant Genetic Resources for Food and Agriculture forms a central part of the Treaty. The Multilateral System is a global, administrative system that is based on countries' interdependence with regard to Plant Genetic Resources for food and agriculture and food security thereof.

The Multilateral System aims at globally facilitating access to PGRFAs listed in Annex I for purposes of utilisation and conservation for research, breeding and training for food and agriculture, sharing the benefits arising from their use fairly and equitably.

According to Article 11, the Multilateral System shall include:

- ❖ PGRFAs listed in Annex I that are under the management and control of the contracting parties and in the public domain
- ❖ PGRFAs listed in Annex I held in the *ex situ* collections of the International Agricultural Research Centres (IARC) of the Consultative Group on International Agricultural Research (CGIAR) or in other international institutions, subject to an agreement between the IARC or institution and the Governing Body of the Treaty
- ❖ PGRFA listed in Annex I that other holders have voluntarily decided to include in the Multilateral System

PGRFAs listed in Annex I of the Treaty must be included in the Multilateral System when they are under the management and control of the contracting parties and are defined to be in the public domain. Annex I plant material can also be included in the Multilateral System on a voluntary basis by other holders of PGRFA.

(i) Facilitated access

One of the objectives of the Multilateral System is to facilitate access on a global level to PGRFAs for researchers, breeders and farmers who routinely access gene banks in one or more

¹ Moore, G and Tymowski, W (2005): Explanatory guide to the International Treaty on Plant Genetic Resources for Food and Agriculture. IUCN, Gland, Switzerland and Cambridge, UK.

countries. Before the Treaty entered into force, such transactions were to be performed according to the provisions of the Convention on Biological Diversity (CBD), which meant that a plant breeder or plant researcher had to enter into bilateral agreements with each of the providing countries. The terms of these individual bilateral agreements could differ, particularly regarding the benefit-sharing arrangement. A number of different agreements were thus required for the requester to obtain access to all the material needed. In the Multilateral System, the access conditions are governed by one standard agreement – the sMTA. The Multilateral System has a “one key – many doors” approach.

(ii) Conditions for facilitated access

The Multilateral System grants access on equal, agreed terms to certain PGRFAs in countries that have ratified the Treaty. These conditions are stipulated in the sMTA to be described in more detail later.

In the Multilateral System, access to the PGRFAs has to be facilitated in the following way:

- ❖ Access to material must be accorded expeditiously, without the need to track individual accessions and free of charge, or, when a fee is charged, it may not exceed the minimal cost involved.
- ❖ All available passport data and, subject to applicable law, any other associated available non-confidential descriptive information, must be made available with the material provided.
- ❖ Access must be provided in a manner consistent with relevant international agreements, and according to relevant national legislation.
- ❖ Access to material under development during the period of its development must be at the discretion of the developer.

Access must be facilitated when the following conditions are fulfilled:

Taxonomic status of the material

PGRFA is included in a list of crops found in Annex I of the Treaty (“Annex I material”) (Art. 11.1). The list consists of 64 names of crops or genera (Appendix 1 of this report).

Intended use of the material by the recipient

Access must be facilitated solely for the purpose of using and conserving the material for research, breeding and training for food and agriculture, provided such purpose does not include chemical, pharmaceutical and/or other non-food/feed industrial uses (Art. 12.3.a)

Status of the recipient

The contracting parties agree to grant facilitated access to contracting parties and for the time being also to all legal and natural persons under the jurisdiction of any contracting party (Art. 12.2). This provision does not prevent parties from giving facilitated access to non-contracting parties or persons in law under the jurisdiction of non-contracting parties, but it is not mandatory to do so.

Finally, access to certain material is subject to specific conditions:

Material under development

Access to material under development is at the discretion of the developer. It is therefore not mandatory to include this type of material in the Multilateral System.

Material protected by intellectual and other property rights

Access to PGRFA protected by intellectual or any other property rights must be consistent with relevant international agreements and with relevant national legislation.

(iii) Benefit-sharing

The Multilateral System also aims at sharing the benefits from the use of PGRFA in a fair and equitable way. The concept of benefit-sharing introduced in Article 13 of the Treaty is broad and covers the contracting parties of the Treaty, not just parties of the sMTA. It also covers sharing benefits other than just monetary benefits.

For the material covered by the Multilateral System, benefits arising from their use, including commercial benefits, must be shared fairly and equitably through the following mechanisms: the exchange of information, access to and transfer of technology, capacity-building and the sharing of the benefits arising from commercialisation.

Sharing the benefit from commercialisation is envisaged both by mandatory benefit-sharing provisions and through the involvement of the private and public sectors through partnerships and collaboration in research and technology development.

The mandatory payment requirement applies in cases where the commercialised products are under restricted availability to others for further research and breeding.

The beneficiaries of the Multilateral System are farmers in all countries who conserve and sustainably utilise PGRFA, especially farmers in developing countries and countries with economies in transition.

The sMTA

The terms of facilitated access are described in detail in a standard Material Transfer Agreement (sMTA), adopted by the Governing Body at its first meeting in 2006.

The sMTA is a document of 12 pages, consisting of a preamble, 10 articles and 4 annexes. The sMTA is issued in all seven official FAO languages and these are the only authentic versions.

The sMTA must accompany all transfers of PGRFA in the Multilateral System. It is a legally binding contract between the provider and the recipient of the PGRFA in question.

None of the terms of the sMTA are open for negotiation by any parties in the agreement. The standard text is adapted for individual transfers simply by adding the names of the provider and recipient in the standard text and by specifying the material. The sMTA becomes legally binding upon the parties' signature or when they have given their consent in another form ("click wrap" or "shrink wrap"). The provider of the material is typically a gene bank and the recipient of the material might be a plant breeder. The full text of the sMTA is provided in Appendix 2.

At the core of the sMTA are the provisions of benefit-sharing. Compliance with the benefit-sharing provisions of each individual sMTA is of major importance for achieving the objectives of the Treaty.

If a recipient commercialises a product that incorporates material accessed from the Multilateral System and the product is not available without restriction to others for further

research and breeding the recipient must pay an equitable share of the benefits arising from the commercialisation. However, PGRFA under development can be transferred under some specific conditions and monetary benefits received from the transfer without any obligation to pay. The obligation to pay arises when commercialising PGRFA as a product that is only available with restrictions, for the uses mentioned above. The sMTA allows the recipient to choose between two options for making the mandatory payments as stated in Articles 6.7 and 6.11. The payment methods are detailed in Annexes 2 and 4. When a product is available without restriction, the recipient is encouraged to share the benefits accumulated from the commercialisation.

Information about all sMTAs entered into will be periodically submitted to the Governing Body of the Treaty by the providers of the material within the Multilateral System.

Monitoring the benefit-sharing obligation is a task given to the Governing Body which, however, is not a legal person under international law. Therefore, the sMTA introduces the concept of a third party beneficiary representing the interests of the parties to the Treaty. The FAO Secretary General has agreed to act as third party beneficiary. The Governing Body will provide information received from the providers on the sMTA entered into to the third party beneficiary.

1.2. The Convention on Biological Diversity

Access to Nordic material not covered by the Multilateral System must be consistent with the Convention on Biological Diversity (CBD). The Convention on Biological Diversity entered into force in 2003 and has been ratified by all Nordic countries. The Nordic countries are to determine the terms of such access themselves.

The convention recognises that the authority to determine access to genetic resources rests with the national governments. If parties agree to establish conditions to facilitate access to genetic resources and to ensure that when access it is on mutually agreed terms and subject to prior informed consent, unless otherwise determined by the party providing such resources. It also introduces the principles of sharing the results of research and development in a fair and equitable way and explains the benefits arising from commercial and other utilisation of genetic resources with the contracting provider of such resources.

In 2002, the conference of the parties of the convention adopted international guidelines – the Bonn Guidelines on access to genetic resources and the fair and equitable sharing of the benefits arising from their utilization. These guidelines are a voluntary instrument meant to assist users and providers of genetic resources in situations where such genetic resources are exchanged.

1.3. The Kalmar Declaration

The Nordic Council of Ministers adopted the Ministerial Declaration on Access and Rights to Genetic Resources in Kalmar on 25 June 2003 (the Kalmar Declaration). The Nordic Council of Ministers for Environment also adopted the declaration later that year. The declaration establishes principles and objectives for access and rights to the Plant Genetic Resources managed by the Nordic Gene Bank (today NordGen). It also offers advice and recommendations on how the Nordic countries should manage their genetic resources for domesticated plants, farm animals, trees and wild genetic resources in terms of access and

rights to such resources. The overarching principle set by the Nordic Council of Ministers is that

- ❖ NordGen-administered Plant Genetic Resources are under common Nordic management and in the public domain
- ❖ Relevant material in NordGen must form part of the Multilateral System of the Treaty following its ratification by all Nordic countries.

Furthermore, the Nordic Council of Ministers recommended certain principles for NordGen on which to base its regulations on access. These principles are (with ref. to the Ministerial Declaration on Access and Rights to Genetic Resources 2003):

- ❖ to provide access to all its accessions on equal terms, whether covered by the scope of the Multilateral System of the Treaty or not, according to the terms set out in a standard Material Transfer Agreement (Article 10)
- ❖ to facilitate access to all its accessions for all purposes, not only for use in the fields of agriculture (Article 13)
- ❖ to approve, if appropriate, a separate MTA in accordance with current principles and terms for gaining access to NordGen genetic resources (Article 12)
- ❖ to require that the recipient treats the material in accordance with Article 12.3d. of the Treaty regarding IPR or other rights (Article 14)
- ❖ for NordGen not to claim any monetary benefits in the case of commercialisation of the material withdrawn from NordGen's accession (Article 15)
- ❖ to make it clear upon receiving PGR that the material will become subject to common Nordic management and become part of the public domain (Article 16)

NordGen has been using the sMTA for relevant material covered by the Multilateral System since 1 October 2007. As noted earlier, the exact terms of the sMTA were unknown when the Kalmar Declaration was adopted. Therefore, a number of practical and legal questions transpired in connection with the implementation of the recommendations of the Kalmar Declaration with regard to other NordGen materials not covered by the Multilateral System. These implications are addressed in the relevant sections of this report, including in the recommendations.

2. Plant Genetic Resources for food and agriculture in public collections

2.1. Material in NordGen collections

The mandate of NordGen Plants is to conserve species of cultivated plants used in Nordic countries and their wild relatives. The wild relatives that are preserved include indigenous species of particular value to biotechnology as well as landscape plants, medicinal plants, culinary herbs and plants with industrial use. Furthermore, indigenous species used elsewhere in the world are also considered. The species within this scope are called NordGen mandate species. At the moment, the collection of NordGen has more than 28,000 accessions representing 313 species. The material of the NordGen collections represents accessions of:

- ❖ Landraces and cultivars bred/grown in Nordic countries
- ❖ Special collections
- ❖ Research material
- ❖ Breeding material
- ❖ Genetic stocks & special collections
- ❖ Wild populations

NordGen holds a number of special collections, e.g. *Pisum* genetic stock, barley mutant collection and a collection of wild *Triticeae* species.

All accessions are conserved as seed in the seed storage facility, except for the vegetative propagated species that are conserved in clonal archives/fields and *in vitro*. For example, the horse radish archive is maintained in Alnarp in collaboration with SLU Trägårdslaboratorium, whereas the active collection of potato clones is cultivated in Luleå (Sweden) in collaboration with Weibull Trädgård.

Fruits, berries and the majority of the vegetative propagated vegetables are conserved on a national basis and are national responsibility whereas NordGen is responsible for managing, storing and publishing data received from the national curators. Information about different taxa and accessions is publicly available through the SESTO system on the NordGen website (www.nordgen.org/NordGen).

Every year, new samples of PGR join the NordGen collection. Last year, a total number of 742 new seed propagated accessions were registered. The new accessions mainly represent wild populations. A decrease has been recorded in the number of new commercial varieties and other breeding material entered into the collection, e.g. only five cereal accessions were registered last year.

Users of the NordGen plant genetic resource collection are plant breeders, researchers, other gene banks, farmers, indigenous peoples, open-air museums, arboreta and botanical gardens, non-governmental organisations, private individuals, etc. During 2007, 4294 seed samples were distributed to different requesters. Of the distributed seed samples, 681 were cereal accessions, 422 were forage crop accessions and more than 2580 were vegetables samples, root crops, oil plants and pulses. Private individuals requested 2456 seed samples, whereas institutions/companies requested 1838 samples.

The material in the NordGen collection is available for conservation, research and any other utilisation. Currently, the sMTA is used only while distributing materials listed in Annex I of the Treaty for utilisation or conservation for research, breeding and training for food and agriculture. An alternative NordGen MTA (Appendix 3) is currently used for distributing Annex I materials for other uses and for distributing non-Annex I material for any use.

NordGen also occupies plant material from two autonomous regions of Denmark: the Faeroe Islands and Greenland. In this context, such material deserves special consideration. There are two reasons for this.

Firstly, the Faeroe Islands and Greenland are not parties of the international Treaty. The Danish parliament introduced a “territorial exemption” for the Faeroe Islands and Greenland in 2003 when they decided that Denmark should ratify the Treaty. Consequently, in contrast with the other Nordic countries, the provisions of the Treaty do not apply to the Faeroe Islands and Greenland. It is therefore not mandatory for the Faeroe Islands and Greenland to include Plant Genetic Resources in the Multilateral System of the Treaty.

Secondly, Greenland has recently adopted an Act on the Commercial and Scientific Use of Greenlandic Biological Resources, including Plant Genetic Resources (Act No. 20 of 20 November 2006). The access conditions for Plant Genetic Resources stipulated in this act differ from the conditions of “facilitated access” found in the Multilateral System of the Treaty (see footnote ²). They are also different from the access conditions recommended by this report for NordGen material outside the Multilateral System (cf. section 4.2).

NordGen currently stores 425 accessions from the Faroese Islands and Greenland. A complete list of this material is available in Appendix 4.

The material fall into three categories:

- 1) Old Faroese and Greenlandic material (collected in 1993 and earlier)

² **Footnote: The Greenlandic Act on the Commercial and Scientific Use of Greenlandic Biological Resources (Act No. 20 of 20 November 2006).**

This act covers all commercial and scientific use of biological resources (including Plant Genetic Resources), except traditional uses such as hunting and fishing.

The aims of the act are that:

- research on biological resources must be performed according to the Convention on Biological Diversity,
- results from research are to be used to create commercial value,
- Greenland must have a fair share of the values made,
- Biological resources are to be used sustainably.

According to the act, a permit is required in order to obtain access to Greenlandic biological resources for scientific use or commercial exploitation (“prior informed consent”). The Greenlandic Home Rule establishes one or more specialised “exploitation companies” to handle commercial use of biological resources. All commercial use of biological resources requires a licence from the exploitation company.

Furthermore, when permit holders enquire about a patent involving Greenlandic biological resources, the applicant must inform the Home Rule about this. All permit holders must annually report the investigations performed, publications made and commercial use of the Greenlandic biological resources to the Home Rule.

- 2) Material collected in Greenland in the summer of 2006
- 3) Material collected in the Faeroe Islands in 2007

Re 1 – old Faroese and Greenlandic material

This material has been part of the NordGen collection for more than 15 years and has so far its availability has been on the same terms as the rest of the NordGen collection. It was also included in the collection in 2003 when the Kalmar Declaration stated that all accessions held by NordGen at that time, except safety collections from other gene banks, were under common Nordic management and control and in the public domain. According to the declaration, the old material from the Faeroe Islands and Greenland should remain subject to the same access conditions as other accessions in NordGen (except safety collections).

Re 2 – material collected in Greenland in 2006

NordGen staff collected plant material in Greenland during the summer of 2006. The material was collected in accordance with a permit issued by the Greenlandic Home Rule. A total of 364 accessions in NordGen originate from this collecting expedition.

According to the permit, NordGen accepted that the plant material was collected for scientific purposes only and that any commercial use required a new application and permit by the Home Rule. The conditions of the previously mentioned Act No. 20 are assumed to apply. If NordGen is to provide access to this material, potential recipients must be made aware of these conditions.

One solution could be for NordGen to develop a specific MTA covering the Greenlandic 2006 material. However, this solution is not ideal. From a practical point of view, it would seem resource demanding to develop a specific MTA for these very few accessions. Furthermore, such a specific MTA would have to include some provisions that do not correspond to the principles for access to NordGen material outlined by the Nordic Council of Ministers in the Kalmar Declaration of 2003. A new policy decision concerning these principles would therefore be needed if NordGen were to pursue this solution.

A second solution could be to use the “in transition concept”, i.e. that NordGen could store the material on behalf of the owner, which in this case would be the Greenlandic Home Rule. This concept is described in more detail in section 4.2.

A third solution could be for NordGen to obtain an agreement with the Greenlandic authorities stating that the material could be accessible corresponding to the Kalmar Declaration’s principles on similar terms as material from the other Nordic countries, applying standard NordGen access conditions

Re 3 – material collected in the Faeroe Islands in 2007

NordGen staff collected material in the Faeroe Islands in 2007. The material was to be used in an ongoing research project (38 accessions). The conditions of access to the material still need to be clarified.

It became apparent that the trip to the Faeroe Islands in 2007 was highly relevant for making a more comprehensive collection. The local authorities were quite concerned that indigenous material was endangered by for instance, a large influx of exotic material. Because of this, they could see the advantages of having indigenous material conserved at NordGen. Before a new collecting trip is contemplated, NordGen and the local authorities must agree on the terms and

conditions governing access to collected material.

A solution corresponding to the Kalmar Declaration's principles on equal terms of access would be preferable, applying standard NordGen's access conditions.

2.2. Nordic Plant Genetic Resources in vegetative collections

Vegetative propagated crops are preserved nationally in vegetative collections, also known as clonal archives. In three of the Nordic countries, these collections are the responsibility of the national programmers for preservation and utilisation of cultivated crops. The NordGen mandate is to store, update and distribute the information about this kind of Plant Genetic Resources.

2.2.1 Denmark

The Danish collection of fruits and berries is located at Pometet (University of Copenhagen). Safety duplicates of individual accessions from this collection have been established at open-air museums among other places. The University of Aarhus also has a collection of vegetative propagated vegetables. Thus, these universities are responsible for maintaining the Danish clonal archives.

2.2.2 Finland

The Finnish National Programme for Preservation and Utilisation of Cultivated Crops is coordinated by MTT Agrifood Research Finland, and is developed and monitored by the Finnish Ministry of Agriculture and Forestry. MTT and its network of regional stations is the main keeper of vegetative collections in Finland although botanical gardens, arboreta, universities and schools also maintain genetic resources. Preserved crops are for example, fruit trees, small fruits and berries, ornamentals and perennials.

2.2.3 Iceland

Iceland has vegetative collections of rhubarb located at the Botanical Garden in Reykjavik, which is responsible for their maintenance. A collection of ornamentals is being prepared.

2.2.4 Norway

The Norwegian Genetic Resource Centre is responsible for the Norwegian clonal archives. The plant collections are established in cooperation with institutes with related activities. Such partners are arboreta, botanical gardens, institutes within plant-related science, development and teaching, museums and other cultural history institutes, private individuals and non-governmental organisations. Preservation cooperations are established with 11 institutes for fruits, 6 for perennial ornamentals and 3 for vegetative propagated vegetables.

2.2.5 Sweden

Today, the Swedish Board of Agriculture is, through the Programme for Diversity of Cultivated Plants (POM), responsible for the Swedish vegetative collections. Today there are 14 local clonal archives for fruit that are the result of collaborations with different types of institutes, such as open-air museums. These clonal archives will be part of a future National Gene Bank for all vegetative propagated material, such as fruits, berries, nuts, bulbs, roses, perennials and vegetative propagated vegetables. The supervisor of this gene bank is yet to be decided.

2.3. Material in public national collections in Nordic countries

Implementing the Multilateral System in the Nordic countries

As contracting parties, the Nordic countries are expected to implement the Multilateral System. The implementation must take place at two levels: national and Nordic levels due to some PGRFAs being managed and controlled by individual Nordic countries (e.g. national collections) whereas others are under common Nordic management and control (NordGen). In addition to *ex situ* collections, PGRFAs are also found in *in situ* conditions, growing either on farms or as part of the wild flora.

2.3.1. Denmark

Implementation of the international Treaty including its Multilateral System, is an element of the newly adopted Danish action plan on PGRFA. Work has begun in the current project on accessions in NordGen. Work on national collections will follow.

2.3.2. Finland

Finland is in the process of implementing the Multilateral System. At the moment, the process involves only the *ex situ* collections held by NordGen. In Finland, the PGRFAs listed in Annex I of the Treaty under the control of the state and considered to be in the public domain are the PGRFAs of Finnish origin held and managed by NordGen. However, this policy will be reviewed in future.

2.3.3. Iceland

Iceland is also in the process of implementing the Multilateral System. For Finland the process involves only the *ex situ* collections held by NordGen and the PGRFAs listed in Annex I of the Treaty under Icelandic control and in public domain are the PGRFAs of Icelandic origin held and managed by NordGen.

2.3.4. Norway

Norway is in the process of ratifying the international Treaty. Norway identified that material in Annex I controlled by the Norwegian state and in the public domain should be included in the Multilateral System. This includes material found *in situ* on land under the control of the Norwegian government. In addition, this includes material conserved by universities and university-governed botanical gardens, except when such material is under development. The Multilateral System is currently being implemented. At the same time national legislation is being drafted which will facilitate implementation of the Multilateral System in a new and relevant act. The clonal archives conserve vegetative grown material. The status of these collections is still not determined due to most of them being private or locally owned collections.

2.3.5. Sweden

The Multilateral System includes publicly available material under Swedish management and control. Genetic resources that may be involved include material in clonal archives, at universities, in botanical gardens and at open-air museums that have publicly available collections.

The clonal archives are subject to different management and control. Some are placed at the botanical gardens and open-air museums while some are under local control and even at local museums. Certain material in the clonal archives that is specially kept for the national

collections has certain terms of agreement that will allow this material correspond to the Multilateral System.

The botanical gardens in Sweden are linked to universities and are thus under government control, except the Göteborg Botanical Garden which is owned and managed by the county council. On the subject of the major open-air museums, the Nordic Museum and Skansen are government foundations. Local authorities or county councils own the others. Whether Plant Genetic Resources of local authorities and county councils are under Swedish management and control is not yet clear.

In situ material this is not included in the Multilateral System. National legislation applies, especially the Swedish Environmental Code.

3. NordGen material – terms for access and acquisition

3.1. Access – implementation of international agreements

The Kalmar Declaration, adopted by the Nordic Council of Ministers, states that material in NordGen is under Nordic management and in public domain. Furthermore the Council requests that relevant material managed by NordGen must be included in the Multilateral System. Therefore, access to relevant material held by NordGen must be given according to sMTA conditions for purposes of utilisation and conservation for research, breeding and training for food and agriculture (cf. section 1.1).

Article 15 of the Kalmar Declaration also states that monetary benefits are not be reclaimed by NordGen. The benefits arising from the use of material included in the Multilateral System will contribute to the implementation of the funding strategy of the Treaty. NordGen as a provider will not claim any monetary benefits. Therefore, the recommendation mentioned above is accomplished according to the Multilateral System.

Implementing the Multilateral System therefore becomes primarily a question of management – how to establish efficient procedures in NordGen to manage the sMTA, inform the Governing Body of the sMTA and perform other duties as a provider. NordGen will develop effective procedures for this and modify existing data systems and procedures, allowing them to correspond to the related requirements.

For non-Annex I accessions and for purposes other than “utilisation and conservation for research, breeding and training for food and agriculture”, the situation is different. No provisions in the Treaty cover transfers in such cases except Article 15, the non- Annex I material held by IARC. The Nordic countries would have to decide which access conditions apply in these cases. According to the recommendation by the Nordic Council of Ministers in 2003, access to all PGR should be given on the same terms. The reason is to ensure that access to the PGR would become equally facilitated for the benefit of research and development. However, the recommendation was made before the exact terms of the sMTA were known.

In accordance with Article 15.1(b) of the Treaty, during its second session, the Governing Body adopted the MTA for PGRFAs not listed in *Annex I* of the Treaty and held by the International Agricultural Research Centres (IARC) and other international institutions. Due to the terms of the sMTA, referring to Annex I and the Multilateral System of the Treaty, interpretative footnotes were introduced in order to clarify the meaning of some of its

provisions (http://www.planttreaty.org/smta_en.htm). According to the explanation given this should not be seen as amendments to the sMTA, rather as clarifications. The reason is to avoid the use of several different official sMTAs when access is provided to PGR held by IARC or the international institutions having concluded an agreement with the governing body of the Treaty (see section 1.1.1). The Bureau of the Governing Body recommended at its meeting in the spring of 2008 that the secretary of the Treaty would adopt the sMTA for non-Annex I crops of the IARC available to the parties and organisations likely to use it as a model³.

Some European countries have chosen to apply the terms of the sMTA to material and accessions outside the scope of the Multilateral System. European Gene banks, e.g. The Centre for Genetic Resources in the Netherlands (CGN) and the Leibniz Institute of Plant Genetics and Crop Plant Research (IPK) in Germany have both chosen to adopt certain adjustments to the sMTA in order to make the same sMTA apply when accessing all their material, including non-Annex 1 PGRFAs. These adjustments may differ somewhat from the footnotes proposed by the Governing Body.

In the Draft Memorandum of Understanding for the establishment of the European Gene bank Integrated System (AEGIS) it is proposed to apply the same conditions for access and benefit-sharing to all PGRFA, whether or not included in Annex I.

The project group has discussed implementing similar conditions for access to NordGen material. Three different options are identified:

- 1) The use of the sMTA with its own adjusted footnotes for both Annex I and non-Annex I crops for use and conservation for the purposes of research, breeding and training for food and agriculture and for purposes other than use or conservation for research, breeding and training for food and agriculture, except for hobby purposes.

1. ³ IT/GB-3 Bureau 1/08/Report: The secretary, in reference to the number of legal technical issues brought about during the establishment of sMTA operations in various jurisdictions, informed that in the interim and until detailed technical analysis and guidance on those issues was received from the Governing Body or inter-sessional technical meetings, the basic inclusive principle would be applied that when in doubt, **providers and recipients, and other stakeholders and users of the multilateral system** should apply the sMTA to any transfers.

2. The secretary also said that he had received requests for information on the procedures for inclusion of material in the multilateral system and intended *ad interim* to provide such procedures through a form letter. The bureau reviewed a draft form letter prepared at the request of the secretariat. It suggested that the secretary should start using the form letter on an interim basis in response to requests for inclusion of material by 14 March 2008 (see *Appendix 3*). It also requested that the secretary put the Material Transfer Agreement approved for non-Annex I³ crops [MTA used by the IARC] up on the Treaty website for parties or organisations which might want to use it as a model.

3. The bureau recommended that **agreements concluded under Article 15 of the Treaty** follow a standard format as already established by the agreements with the Centres of the Consultative Group on International Agricultural Research. To avoid confusion in the system, deviations from this standard format should not be encouraged to avoid confusion.

- 2) The use of the sMTA with footnotes for both Annex I and non-Annex I crops for use and conservation for the purposes of research, breeding and training for food and agriculture and a NordGen MTA for transfer of all crops for purposes other than use or conservation for research, breeding and training for food and agriculture.
- 3) The use of the sMTA without footnotes for Annex I crops for use and conservation for the purposes of research, breeding and training for food and agriculture and a NordGen MTA for non-Annex I crops for purposes other than use or conservation for research, breeding and training for food and agriculture.

3.2. Categories of NordGen Material

In order to facilitate a discussion about access to NordGen material, this report recognises the following types and uses of material:

- a) NordGen material and uses for which it is included in the Multilateral System for using the sMTA
- b) NordGen material, from non-Annex I crops, accessed for food and agricultural purposes
- c) NordGen material accessed for purposes other than use or conservation for research, breeding and training for food and agriculture, except for hobby purposes
- d) NordGen material accessed for hobby purposes
- e) Material held in transition by NordGen

In this report, the term NordGen material refers to germplasm including all available data, information and knowledge related to the PGR in question held in NordGen collections. The NordGen material in this context must not involve any black box collections held on behalf of other gene bank or material held temporarily in transition on behalf of its donors (e). The categories a) to d) and the reason for establishing them are described below. The access conditions for each category are addressed and suggestions are made for the use of MTAs. Material held in transition will be addressed later in this report.

3.2.1. Material and uses covered by the Treaty

a) NordGen material not listed as Annex I crops of the Treaty, accessed for research, breeding and training for food and agricultural purposes

This involves NordGen material which:

- belongs to any crop within the mandate of NordGen other than those listed in Annex I of the Treaty,
- is accessed for food and agricultural purposes as specified in the Treaty.

NordGen material in this category will be subject to availability according to the terms of the sMTA in accordance with article 6 of the AEGIS MoU. This solution also corresponds to the Kalmar Declaration recommendations using the same terms and conditions for all accessions in NordGen collections, i.e. Annex 1 and non-Annex 1 species in this case.

There are 3331 accessions of this category within NordGen. See more details in Appendix 6 of this report. NordGen granted access to 176 accessions involving this type of material from October 2007 to March 2008.

Until now NordGen has used a short “NordGen MTA” for transfers belonging to this category. NordGen registers every transaction.

The footnote included in the sMTA will only apply to the non-annex 1 material. In order to reduce the number of different sMTAs to be administrated by NordGen it will be possible for NordGen to use the footnoted sMTA both for access to annex 1 and to non-annex 1 material.

b) NordGen material listed in Annex I of the Treaty accessed for research, breeding and training for food and agricultural purposes

This category of transfers involves NordGen material which:

- is managed by NordGen
- belongs to a crop listed in Annex I of the Treaty
- is accessed for research, breeding and training for food and agricultural purposes (according to the Treaty).

The Nordic countries have declared that NordGen material is in the public domain. As contracting parties to the Treaty, the Nordic countries are obliged to include this category in the Multilateral System and apply the sMTA adopted by the Governing Body of the Treaty.

24,713 of NordGen’s accessions fall into this category corresponding to approximately 88% of the total number of accessions. More details in Appendix 5 of this report.

NordGen has used the sMTA on this category of transfers since 1 October 2007 and all issued sMTA are registered. 288 accessions of this category were transferred from NordGen with the sMTA from October 2007 to March 2008. In future the footnote version referred in 3.2.1 a can be used.

c) NordGen material accessed for purposes other than use or conservation for research, breeding and training for food and agriculture except hobby purposes

This involves NordGen material which:

- belongs to any genera within the mandate of NordGen,
- is not accessed for conservation or use for plant breeding research or training in food and agriculture, accessible however for all other purposes, e.g. industrial or pharmaceutical purposes or for any commercial purposes not covered by the Treaty, except for hobby purposes.

Access to material in this category is not covered by the provisions of the Treaty. Each contracting party is left to regulate access to its own material including for Annex I material used for purposes that are not solely of utilisation and conservation for research, breeding and training for food and agriculture. In the Kalmar Declaration, the Nordic Council of Ministries recommends that NordGen should also facilitate access to material used for such purposes.

The Nordic Executive Committee of Senior Officials for Fisheries and Aquaculture, Agriculture, Food and Forestry (EK-FJLS) has taken a decision on the 18 of March 2009 that the NordGen MTA used for material distributed for other purposes than those specified by the Treaty (excluding hobby uses) include access and benefit-sharing provisions on a voluntary basis (Appendix 2). By this transfer agreement the recipients are invited to share benefits related to the use of the material on voluntary basis and the monetary benefits are transferred to the Benefit-sharing Fund established under the International Treaty on Plant Genetic

Resources for Food and Agriculture (ITPGRFA). The provisions on voluntary benefit-sharing will not place any obligation on the Governing Body of the ITPGRFA to take any action to record or enforce the MTA in respect to transfers for the purposes mentioned above.

All of NordGen's roughly 30,000 accessions could potentially be used for non-food and non-agricultural purposes. Data on access for such purposes are currently not available since NordGen has not, until recently, registered the intended use of the provided material. However, uses for conservation or use for research, breeding and training for food and agriculture have been automatically registered since October 1, 2007 when NordGen started using the sMTA.

d) NordGen material accessed for hobby purposes

This involves NordGen material which:

- belongs to any genera within the mandate of NordGen
- is accessed for hobby purposes, i.e. by amateur growers

NordGen/Nordic Gene Bank distributes numerous samples of material to private individuals who intend to use gene bank material for hobby purposes (more than 2,400 requests in 2007). There is a growing interest in the Nordic countries for cultivating old varieties. Private individuals use the seeds and cultivate them in their own gardens, for multiplication and share the seeds with their neighbours. Some recipients of such seeds also multiply seeds, run small-scale production and distribute the products locally. Such distribution of seeds creates awareness and supports the work on conservation and sustainable use of Plant Genetic Resources.

The Multilateral System does not cover access to material for hobby purposes or for direct multiplication of seeds. The Nordic countries will have to determine which terms apply for such purposes for access to NordGen material.

e) Material held in transition by NordGen

This could involve material held by NordGen which is temporarily held in transition by NordGen on behalf of the owner, prior to entering into NordGen's collections under standard terms and conditions and can belong to any genera within the mandate of NordGen.

NordGen is currently not acquiring material that is not publicly available and which it cannot immediately distribute according to its standard access provisions. However, there may be many reasons for holding such material in transition for an agreed period. After cease of research or changes in research scope, the developed material and its related information are often lost, or it may be linked with substantial input to retrieve relevant material and information for future conservation. The reasoning behind this category is described in 3.4 and 4.2 below.

3.3. Consequences for public Plant Genetic Resources in Nordic countries other than those included in the NordGen collection

The regulations adopted by NordGen for material on access to, or acquisition of PGR besides the material covered by the Multilateral System will also affect, or be affected by how other public plant genetic resource collections choose to regulate access to their material.

Since there is a frequent exchange of material from public collections between NordGen, holders of public national collections in the Nordic countries and between different public

national collections in the Nordic countries, it would become very complex if one country decides on a different access condition compared to the one applied by NordGen. This would add a substantial administrative burden if NordGen agreed to acquire material on such terms and would increasingly reduce NordGen's ability to fulfil its basic mandate.

3.4. Acquisition

NordGen currently receives material on terms that the material will be included in the ordinary NordGen collection and that the donator will not reclaim it.

In future, donors must agree that the material will be made available in accordance with the NordGen policies and procedures. This would be explained in the acquisition arrangement.

Material entering the gene bank comes from several sources such as:

- Public collections of Plant Genetic Resources in Nordic and other countries (e.g. other gene banks)
- Collections of non-public/private organisations in Nordic and other countries
- Private individuals
- Collecting missions carried out by NordGen or network partners

All accessions entering the NordGen collection are currently publicly available directly upon acquisition. According to the ITPGRFA its Contracting Parties also have to take appropriate measures to encourage all holders of Plant Genetic Resources for food and agriculture (PGRFA) listed in Annex 1 to include such PGRFA in the Multilateral System.

During the last decades NordGen's acquisition of valuable breeding material, modern varieties as well as research material has decreased. The availability of new varieties on the market for some species is rather short term, e.g. only a few years for cereals. Prior to this, the variety is not available on the market anymore making it difficult for NordGen to access. In addition, when access to the original, pure and true-to-type sample is not possible, the purity of accessible material from other sources may not be sufficient for NordGen's users. Valuable research material, usually at large investment costs, is generated at the various Nordic organisations. However, after the projects are finalised there is no mechanism to acquire this material at NordGen. In many cases the material holders do not wish to make the material publicly available immediately upon acquisition and it cannot therefore be accepted as part of the NordGen collection. The recommended proposal on how to conserve and access these important Plant Genetic Resources through NordGen is presented in section 4.2.2 of this report.

The implementation of the sMTA and the corresponding regulation of PGR in the Nordic countries affect the future acquisition of material for the collections in the gene bank. It is important that clear and comprehensive information of the consequences of the NordGen regulation is passed on to providers in an Acquisition Information Letter. A proposal for such a letter is found in Appendix 8.

Material included in the gene bank fall into several categories:

- Material that can enter into NordGen's collection immediately upon acquisition and can therefore be distributed on regular terms.
- Material that cannot immediately enter into NordGen collections under standard regulations may be accepted under a temporary transition agreement. Transitioned material may be a future important acquisition route for material entered NordGen

collections. The provider will still own the material in transition and the related information on the material while NordGen will hold the material on specific conditions in a transition period, prior to inclusion in NordGen's normal collections, accessible on standard NordGen terms. There is thus a "delay" in access in order to safeguard valuable material. The material in transition and its information will enter the NordGen collections on regular terms after expiry of the transition period. During the transition period, NordGen will not be responsible for distributing the material. Reference is made to Appendix 9 for conditions of the transition agreement.

- NordGen will also handle deposited material from other gene banks and seed collections mainly to be deposited in the Svalbard Global Seed Vault. This material will be regulated by the deposit agreement and will remain under the control and ownership of the depositor. This will not affect the regulation at NordGen or the legal status of NordGen material.

4. Recommendations

4.1. Access

In the Kalmar Declaration of 2003, the Nordic Council of Ministers recommended that access to all NordGen material be provided on equal terms, whether covered by the scope of the Multilateral System or not (Article 10). It also recommends using the same terms as in the sMTA for granting access to all NordGen accessions.

Some European Gene banks like CGN in the Netherlands and IPK in Germany have already introduced slightly different adjusted versions of the sMTA. Upon acceptance by the Nordic countries of the AEGIS MoU, a common regional version of the sMTA will be used for transfers of material for conservation and use for research, breeding, training for food and agriculture.

Article 12 of the Kalmar Declaration recommends that NordGen approve a separate MTA in accordance with the other principles and terms for gaining access to the NordGen material. There are several options for developing a NordGen MTA for purposes other than those specified by the Treaty. According to the Convention on Biological Diversity it is up to the Nordic Countries to decide which MTA to apply to such transactions. The Kalmar Declaration does however offer some guidelines: Recommendations 13, 14, 15 suggest that:

- access of material for non-food and agriculture also be facilitated
- access corresponds to Article 12.3.2 of the Treaty with regard to application for intellectual property rights or other rights
- NordGen not claim any monetary benefits for NordGen in the case of commercialisation of the material

The project group recognised that the sMTA developed by the Treaty is not suitable for hobby users. For this type of material, the project group believes that a simpler contract will be appropriate when private individuals access material for hobby and small-scale use. The project group recommends introducing a hobby MTA to be applied when private individuals are accessing material for the gene bank.

The project group recommends:

- (1) sMTA with footnotes referred to in Article 8 of the AEGIS MoU for access to all NordGen material for purposes of conservation and utilisation for research, breeding and training for food and agriculture
- (2) In connection with implementation of this footnoted sMTA
 - (a) The text of this sMTA should be translated into the Nordic languages for access on the NordGen website.
 - (b) The recipient should accept this sMTA using the “click wrap” system.
 - (c) NordGen should seek advice from the secretary of the Treaty on how to submit the report of the transactions to FAO

- (d) NordGen should inform the secretary of the Treaty about which material NordGen has included in the Multilateral System. This can be done in a so-called “letter of inclusion”.
- (3) NordGen should develop a (new) NordGen MTA applicable for providing access to NordGen material for purposes other than research, breeding and training for food and agriculture (except for hobby purposes)
- (4) This NordGen MTA should:
 - (a) facilitate access to such material,
 - (b) not include the rights of the recipient to transfer the material to a third party,
 - (c) introduce benefit-sharing provisions on a voluntary basis for the Treaty,
 - (d) be implemented on the basis of the attached proposal in Appendix 10,
 - (e) be presented in all languages on the NordGen website.
- (5) To develop a Hobby MTA to provide access to all NordGen material for hobby uses.
- (6) This hobby MTA should be implemented on the basis of the attached proposal in Appendix 7
- (7) This Hobby MTA should ensure that:
 - (a) no requests for benefit-sharing
 - (b) information of possible limitation for use in national regulations
 - (c) permission to transfer material to a third party on the same set of terms
 - (d) that the recipient of material for hobby purposes sign another MTA if the material is to be used for other purposes
 - (e) it is presented in all languages on the NordGen website
- (8) Nordic countries to work internationally for developing a single MTA to be used for access to all PGR in all gene banks, or at least in gene banks in the European region and within the Governing Body of the Treaty to allow it to take action with regard to the management of the single MTA
- (9) Nordic Council of Ministers to revise the current practice of NordGen if the situation changes internationally in this respect

4.2. Acquisition

4.2.1. Acquisition of publicly available material

At the time of acquisition, it is important that clear and comprehensive information on the consequences of the NordGen regulation is passed on to providers of material to NordGen.

This will be accomplished by an Acquisition Information Letter. This also corresponds to the Kalmar Declaration, which in Article 16 recommends that the Nordic Gene Bank make it clear upon receiving genetic material that its inclusion in NordGen accessions means that the material will be subject to common Nordic management and form part of the public domain. For acquired material already regulated by sMTA, distribution rights must be clarified and agreement/permission of distribution of material also for other purposes should be available. If the provider applies the sMTA for other purposes, agreement/permission of distribution of the material according to the NordGen policy will have to be acquired.

The project group recommends that:

- Providers of plant material to NordGen receive an acquisition letter (cf. Appendix 8) at the time of donation

4.2.2. Acquisition of material that is not yet publicly available

Material in transition

NordGen's access policy including material that is immediately made publicly available, prevents acquisition of valuable Plant Genetic Resources of Nordic origin from plant breeders, researchers and others. For certain groups of agricultural crops such as cereals and oilseed rape, the current short market life of many varieties means that the varieties can be lost and no material is available by the time the varieties could be entered into the public domain. Alternatively, the only material available is not pure which creates costly setbacks for future utilisation.

There is a similar situation concerning valuable material generated in various Nordic research activities. In order to protect future research activity breeders and researchers do not enter the material in NordGen. Several similar situations for various valuable plant genetic variations can be listed. This situation makes it necessary to adapt an intermediate step/category of acquired material – material in transition – prior to entering such material in the NordGen collections on standard terms; in order to rescue these Plant Genetic Resources from future conservation and utilisation.

Material that cannot immediately enter NordGen collections under standard regulations could be accepted for inclusion in the NordGen collections under a temporary transition agreement. Material in transition and related information on material in transition is during the transition period strictly owned by the provider and during this period governed by a specific transition agreement. An important mandatory element of the transition agreement is to ensure that material and related information will be included in the ordinary NordGen collection on standard terms after the expiry of the transition period. As this material is not in public domain, NordGen does not own the material during the transition period or cannot claim any rights to transitioned material or transitioned information, no distribution of material or dispersal of information will occur before the expiry of the transition period.

The material in transition or information on material in transition will have no impact on the regulation or legal status of the gene bank collections during the transition period. Further details are listed in Appendix 9.

Transitioned material is expected to become an important acquisition route for material entering NordGen collections in future.

Material is also deposited from other gene banks and seed collections, mainly to be stored in the Svalbard Global Seed Vault. This material will not usually be stored at NordGen and will be governed by a deposit agreement. As it remains under the control of the depositor it will not be affected by the regulation at NordGen or the legal status of NordGen material.

The project group recommends:

- 1) that NordGen accepts – for the purpose of securing future conservation and access – storing the material that is not yet in the public domain under a temporary transition agreement on the conditions described in Appendix 9
- 2) that the material enters the public domain after the transition period has expired and that the material by then is included in the NordGen collections on the same terms and conditions of access as other public material
- 3) that NordGen prepares such transition agreements on the basis of the draft transition agreement in Appendix 9

4.2.3. Faroese and Greenlandic material: recommendations

Given the problems and options outlined in section 2.1, the project group recommends the following:

- 1) NordGen should reach an agreement with the Greenlandic and Faroese authorities, making it possible to grant access to all NordGen material from these areas on same terms as regular NordGen material from the other Nordic countries.
- 2) If this is not possible, NordGen should hold the material from 2006 and 2007 collected in Greenland and the Faeroe Islands in transition on behalf of the respective authorities until a more permanent solution can be found.

4.3. *Ex situ collections in the Nordic Countries/*

The Nordic countries are currently implementing the Multilateral System of the international Treaty. PGRFA is conserved in a number of different collections with different status and management. Some collections are publicly owned either by state or local governments. Other collections are private, working on an idealistic basis sometimes with support of the respective governments. The decision on the legal status of the material and on what terms access will be granted rests with each of the countries' governments and will depend on the situation in each individual country. It is important for the Nordic countries to be aware of how national legislation on access to genetic resources may influence work carried out at NordGen. Should each country choose different regulations, future Nordic cooperation in this field may be affected.

It is furthermore of essential importance for future operations of NordGen that any national regulations for access to genetic resources fully take into account the NordGen principles for transfer of NordGen material, while fully recognising that the national governments have the authority to determine access to genetic resources.

The Kalmar Declaration also recognises this and recommends in Article 18 that “the Nordic

countries, as far as possible, handle the access to all domesticated Plant Genetic Resources in the same manner, with the aim of facilitating free access to such genetic resources in the Nordic countries.”

The project group recommends:

- 1) that the Nordic countries identify the status of access conditions for the accessions in National clonal archives
- 2) that NordGen provides scientific expertise and continues offering registration of the documentation
- 3) that NordGen works with the National Genetic Resources Programs to facilitate use of the same MTAs for transfer of relevant material in the national clonal archives as in NordGen
- 4) that the Nordic countries facilitate the operations of NordGen, including future acquisition of NordGen material.

5. Conclusion

In its recommendations, the project group recognises that international developments on access to Plant Genetic Resources are strongly influencing the way access to NordGen material is to be managed in the future. These developments are still taking place. The project group suggests how the current situation could be solved and how the current international regulations could be implemented. The Kalmar Declaration has given valuable guidelines on the matter.

One of the main principles recommended by the Nordic Council of Ministers in the Kalmar Declaration is to implement the same conditions for access to all NordGen material. The project group recommends implementing the common regional version of the sMTA with interpretative footnotes upon acceptance by the Nordic countries of the AEGIS MoU. In the coming international and national processes in this field, it would be useful for the Nordic countries to draw on the experience gained by NordGen when applying these recommendations to NordGen plant material.

5.1. Summary of recommendations

The project group recommends the following actions:

- 1.1.1.1. NordGen implements the sMTA for all NordGen species accessed for purposes of conservation and use for research, breeding and training for food and agriculture, specified in the Treaty using a common regional version of the sMTA adopted under the MoU of the European Gene bank Integrated System (AEGIS) (appendix 2)
- 1.1.1.2. NordGen implements the new NordGen MTA for material distributed for other purposes than those specified by the Treaty (excluding hobby uses), where access and benefit-sharing provisions on voluntary basis are included (appendix 10).
- 1.1.1.3. NordGen implements the Hobby MTA (Appendix 7) for all material accessed for hobby uses.
- 1.1.1.1. The Nordic countries consider applying the access conditions described above to material in their national clonal archives.

- 1.1.1.2. NordGen and the Nordic countries monitor international developments carefully, revise and update the above-mentioned access conditions accordingly.
- 1.1.1.3. NordGen implements the acquisition letter. (Appendix 8)
- 1.1.1.4. In order to save valuable Nordic plant material for future generations, NordGen accepts to conserve material “in transition”, i.e. to acquire plant material with delayed public access. (Appendix 9).

APPENDIX I

LIST OF CROPS COVERED IN THE MULTILATERAL SYSTEM

Food crops

Crop genus observations

Breadfruit Artocarpus Breadfruit only

Asparagus Asparagus

Oat Avena

Beet Beta

Brassica complex Brassica et al. Genera included are: Brassica, Armoracia, Barbarea, Camelina, Crambe, Diplotaxis, Eruca, Isatis, Lepidium, Raphanobrassica, Raphanus, Rorippa, and Sinapis. This comprises oilseed and vegetable crops such as cabbage, rapeseed, mustard, cress, rocket, radish, and turnip. The species *Lepidium meyenii* (maca) is excluded.

Pigeon Pea Cajanus

Chickpea Cicer

Citrus Citrus Genera Poncirus and Fortunella are included as root stock.

Coconut Cocos

Major aroids Colocasia, Major aroids include taro, cocoyam, dasheen and tannia.

Xanthosoma

Carrot Daucus

Yams Dioscorea

Finger Millet Eleusine

Strawberry Fragaria

Sunflower Helianthus

Barley Hordeum

Sweet Potato Ipomoea

Grass pea Lathyrus

Lentil Lens

Apple Malus

Cassava Manihot Manihot esculenta only.

Banana / Plantain Musa Except *Musa textilis*.

Rice Oryza

Pearl Millet Pennisetum

Beans Phaseolus Except *Phaseolus polyanthus*.

Pea Pisum

Rye Secale

Potato Solanum Section tuberosa included, except *Solanum phureja*.

Eggplant Solanum Section melongena included.

Sorghum Sorghum

Triticale Triticosecale

Wheat Triticum et al. including *Agropyron*, *Elymus* and *Secale*.

Faba Bean / Vetch Vicia

Cowpea et al. Vigna

Maize Zea, excluding *Zea perennis*, *Zea diploperennis* and *Zea luxurians*.

Forages

Genera species

LEGUME FORAGES

Astragalus chinensis, cicer, arenarius

Canavalia ensiformis

Coronilla varia

Hedysarum coronarium

Lathyrus cicera, ciliolatus, hirsutus, ochrus, odoratus, sativus

Lespedeza cuneata, striata, stipulacea

Lotus corniculatus, subbiflorus, uliginosus

Lupinus albus, angustifolius, luteus

Medicago arborea, falcata, sativa, scutellata, rigidula, truncatula

Melilotus albus, officinalis

Onobrychis viciifolia

Ornithopus sativus

Prosopis affinis, alba, chilensis, nigra, pallida

Pueraria phaseoloides

Trifolium alexandrinum, alpestre, ambiguum, angustifolium, arvense, agrocicerum, hybridum, incarnatum, pratense, repens, resupinatum, rueppellianum, semipilosum, subterraneum, vesiculosum

GRASS FORAGES

Andropogon gayanus

Agropyron cristatum, desertorum

Agrostis stolonifera, tenuis

Alopecurus pratensis

Arrhenatherum elatius

Dactylis glomerata

Festuca arundinacea, gigantea, heterophylla, ovina, pratensis, rubra

Lolium hybridum, multiflorum, perenne, rigidum, temulentum

Phalaris aquatica, arundinacea

Phleum pratense

Poa alpina, annua, pratensis

Tripsacum laxum

OTHER FORAGES

Atriplex halimus, nummularia

Salsola vermiculata

APPENDIX II

STANDARD MATERIAL TRANSFER AGREEMENT WITH FOOTNOTES ADOPTED BY AEGIS

STANDARD MATERIAL TRANSFER AGREEMENT*

PREAMBLE

WHEREAS

The International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as “the **Treaty**”)⁴ 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, 12.4 and 12.5 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 conventions applicable to these procedural rules, are recognized;

Article 12.4 of the **Treaty** provides that facilitated access under the **Multilateral System** shall be provided pursuant to a Standard Material Transfer Agreement, and the **Governing Body** of the **Treaty**, in its Resolution 1/2006 of 16 June 2006, adopted the Standard Material Transfer Agreement.

⁴ *Note by the Secretariat*: as suggested by the Legal Working Group during the Contact Group for the Drafting of the Standard Material Transfer Agreement, defined terms have, for clarity, been put in bold throughout.

* In the event that the SMTA is used for the transfer of Plant Genetic Resources for Food and Agriculture other than those listed in Annex 1 of the Treaty:

- The references in the SMTA to the "Multilateral System" shall not be interpreted as limiting the application of the SMTA to Annex 1 Plant Genetic Resources for Food and Agriculture;
- While Non-Annex 1 material distributed with the enclosed SMTA does not become part of the Multilateral System, it will however be available under the same conditions;
- In particular in the case of Article 6.2, Article 6.5(b) and Article 6.10 of the SMTA “from the Multilateral System” shall be taken to mean "under this Agreement";
- The reference in Article 6.11 and Annex 3 of the SMTA to "Plant Genetic Resources for Food and Agriculture belonging to the same crop, as set out in Annex 1 to the Treaty" shall be taken to mean "Plant Genetic Resources for Food and Agriculture belonging to the same crop".

ARTICLE 1 — PARTIES TO THE AGREEMENT

1.1 The present Material Transfer Agreement (hereinafter referred to as “**this Agreement**”) is the Standard Material Transfer Agreement referred to in Article 12.4 of the **Treaty**.

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**”),
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**”).

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

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**.

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

“**Governing Body**” means the **Governing Body** of the **Treaty**.

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

“**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 incorporate⁵ the **Material** or any of its genetic parts or components thereof that are ready for **commercialization**, excluding commodities and other products used for food, feed and processing.

“**Sales**” means the gross income resulting from the **commercialization** of a **Product** or **Products**, by the **Recipient**, its affiliates, contractors, licensees and lessees.

“**To commercialize**” means to sell a **Product** or **Products** 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**.

ARTICLE 3 — SUBJECT MATTER OF THE MATERIAL TRANSFER AGREEMENT

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

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**.

4.2 The parties recognize that they are subject to the applicable legal measures and procedures, that have been adopted by the Contracting Parties to the **Treaty**, in conformity with the **Treaty**, in particular those taken in conformity with Articles 4, 12.2 and 12.5 of the **Treaty**.⁶

**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.

⁵ As evidenced, for example, by pedigree or notation of gene insertion.

⁶ 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 and other relevant institutions will be applicable.

4.3 The parties to **this Agreement** agree that (*the entity designated by the **Governing Body***),⁷ 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 and *Annex, 2 paragraph 3*, to **this Agreement**.

4.5 The rights granted to the (*the entity designated by the **Governing Body***) above do not prevent the **Provider** and the **Recipient** 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 periodically inform the **Governing Body** about the Material Transfer Agreements entered into, according to a schedule to be established by the **Governing Body**. This information shall be made available by the **Governing Body** to the third party beneficiary.⁸

ARTICLE 6 — RIGHTS AND OBLIGATIONS OF THE RECIPIENT

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 material transfer agreement; and
- b) notify the **Governing Body**, in accordance with Article 5e.

⁷ *Note by the Secretariat*: by Resolution 2/2006, the Governing Body “invite[d] the Food and Agriculture Organization of the United Nations, as the Third Party Beneficiary, to carry out the roles and responsibilities as identified and prescribed in the Standard Material Transfer Agreement, under the direction of the Governing Body, in accordance with the procedures to be established by the Governing Body at its next session”. Upon acceptance by the FAO of this invitation, the term, “the entity designated by the Governing Body”, will be replaced throughout the document by the term, “the Food and Agriculture Organization of the United Nations”.

⁸ *Note by the Secretariat*: The Standard Material Transfer Agreement makes provision for information to be provided to the **Governing Body**, in the following Articles: 5e, 6.4b, 6.5c and 6.11h, as well as in *Annex 2*, paragraph 3, *Annex 3*, paragraph 4, and in *Annex 4*. Such information should be submitted to:

The Secretary
International Treaty on Plant Genetic Resources for Food and Agriculture
Food and Agriculture Organization of the United Nations
I-00100 Rome, Italy

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

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 material transfer agreement, provided that Article 5a of the Standard Material Transfer Agreement shall not apply;
- b) identify, in *Annex 1* to the new 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**.

6.6 Entering into a 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.

6.7 In the case that the **Recipient commercializes a Product** that is a **Plant Genetic Resource for Food and Agriculture** and that incorporates **Material** as referred to in Article 3 of **this Agreement**, and where such **Product** is not **available without restriction** to others for further research and breeding, the **Recipient** shall pay a fixed percentage of the **Sales** of the **commercialized Product** into the mechanism established by the **Governing Body** for this purpose, in accordance with *Annex 2* to **this Agreement**.

6.8 In the case that the **Recipient commercializes a Product** that is a **Plant Genetic Resource for Food and Agriculture** and that incorporates **Material** as referred to in Article 3 of **this Agreement** and where that **Product** is **available without restriction** to others for further research and breeding, the **Recipient** is encouraged to make voluntary payments into the mechanism established by the **Governing Body** for this purpose in accordance with *Annex 2* to **this Agreement**.

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

6.11 The **Recipient** may opt as per *Annex 4*, as an alternative to payments under Article 6.7, for the following system of payments:

- a) The **Recipient** shall make payments at a discounted rate during the period of validity of the option;
- b) The period of validity of the option shall be ten years renewable in accordance with *Annex 3* to **this Agreement**;
- c) The payments shall be based on the **Sales** of any **Products** and of the sales of any other products that are **Plant Genetic Resources for Food and Agriculture** belonging to the same

- crop, as set out in Annex 1 to the **Treaty**, to which the **Material** referred to in *Annex 1* to **this Agreement** belongs;
- d) The payments to be made are independent of whether or not the **Product** is **available without restriction**;
 - e) The rates of payment and other terms and conditions applicable to this option, including the discounted rates are set out in *Annex 3* to **this Agreement**;
 - f) The **Recipient** shall be relieved of any obligation to make payments under Article 6.7 of **this Agreement** or any previous or subsequent Standard Material Transfer Agreements entered into in respect of the same crop;
 - g) After the end of the period of validity of this option the **Recipient** shall make payments on any **Products** that incorporate **Material** received during the period in which this Article was in force, and where such **Products** are not **available without restriction**. These payments will be calculated at the same rate as in paragraph (a) above;
 - h) The **Recipient** shall notify the **Governing Body** that he has opted for this modality of payment. If no notification is provided the alternative modality of payment specified in Article 6.7 will apply.

ARTICLE 7 — APPLICABLE LAW

The applicable law shall be General Principles of Law, including the UNIDROIT Principles of International Commercial Contracts 2004, 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 (*the entity designated by the **Governing Body***), acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**.

8.2 The parties to **this Agreement** agree that the (*the entity designated by the **Governing Body***), 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**.

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

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

- a) Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute by negotiation.
- 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 finally 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.

ARTICLE 9 — ADDITIONAL ITEMS

Warranty

9.1 The **Provider** makes no warranties 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 and biosafety regulations and rules as to import or release of **genetic material**.

Duration of Agreement

9.2 **This Agreement** shall remain in force so long as the **Treaty** remains in force.

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 **Provider** 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**.

Signature..... Date.....
Name of the **Provider**

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**.

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**.

Option 3 – Click-wrap Standard Material Transfer Agreement*

- I hereby agree to the above conditions.

** 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.

Annex 1

LIST OF MATERIALS PROVIDED

This *Annex* contains a list of the **Material** provided under **this Agreement**, including the associated information referred to in Article 5b.

This information is either provided below or can be obtained at the following website: (*URL*).

The following information is included for each **Material** listed: all available passport data and, subject to applicable law, any other associated, available, non-confidential descriptive information.

(*List*)

Annex 2

RATE AND MODALITIES OF PAYMENT UNDER ARTICLE 6.7 OF THIS AGREEMENT

1. If a **Recipient**, its affiliates, contractors, licensees, and lessees, **commercializes** a **Product** or **Products**, then the **Recipient** shall pay one point-one percent (1.1 %) of the **Sales** of the **Product** or **Products** less thirty percent (30%); except that no payment shall be due on any **Product** or **Products** that:

(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 either has already made payment on the **Product** or **Products** or is exempt from the obligation to make payment pursuant to subparagraph (a) above;

(c) are sold or traded as a commodity.

2. 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 paragraph 1 above.

3. The **Recipient** shall submit to the **Governing Body**, within sixty (60) days after each calendar year ending December 31st, an annual report setting forth:

(a) the **Sales** of the **Product** or **Products** by the **Recipient**, its affiliates, contractors, licensees and lessees, for the twelve (12) month period ending on December 31st;

(b) the amount of the payment due; and

(c) information that allows for the identification of any restrictions that have given rise to the benefit-sharing payment.

4. 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 \$)⁹ for the account of the Trust Account or other mechanism established by the **Governing Body** in accordance with Article 19.3f of the **Treaty**. The details of the Trust Account are as follows:

FAO Trust Fund (USD) (GINC/INT/031/MUL, IT-PGRFA (Benefit-sharing),
HSBC New York, 452 Fifth Ave., New York, NY, USA, 10018,
Swift/BIC: MRMDUS33, ABA/Bank Code: 021001088,
Account No. 000156426¹⁰

⁹ *Note by the Secretariat:* The Governing Body has not yet considered the question of currency of payment. Until it does so, Standard Material Transfer Agreements should specify United States dollars (US\$).

¹⁰ *Note by the Secretariat:* This is the Trust Account provided for in Article 6.3 of the Financial Rules, as approved by the Governing Body at its First Session (*Appendix E* to IT/GB-1/06/ Report).

**TERMS AND CONDITIONS OF THE ALTERNATIVE PAYMENTS SCHEME
UNDER ARTICLE 6.11 OF THIS AGREEMENT**

1. The discounted rate for payments made under Article 6.11 shall be zero point five percent (0.5 %) of the **Sales** of any **Products** and of the sales of any other products that are **Plant Genetic Resources for Food and Agriculture** belonging to the same crop, as set out in Annex 1 to the **Treaty**, to which the **Material** referred to in *Annex 1* to **this Agreement** belong.
2. Payment shall be made in accordance with the banking instructions set out in paragraph 4 of *Annex 2* to **this Agreement**.
3. When the **Recipient** transfers **Plant Genetic Resources for Food and Agriculture under Development**, the transfer shall be made on the condition that the **subsequent recipient** shall pay into the mechanism established by the **Governing Body** under Article 19.3f of the **Treaty** zero point five percent (0.5 %) of the **Sales** of any **Product** derived from such **Plant Genetic Resources for Food and Agriculture under Development**, whether the **Product** is **available or not without restriction**.
4. At least six months before the expiry of a period of ten years counted from the date of signature of **this Agreement** and, thereafter, six months before the expiry of subsequent periods of five years, the **Recipient** may notify the **Governing Body** of his decision to opt out from the application of this Article as of the end of any of those periods. In the case the **Recipient** has entered into other Standard Material Transfer Agreements, the ten years period will commence on the date of signature of the first Standard Material Transfer Agreement where an option for this Article has been made.
5. Where the **Recipient** has entered or enters in the future into other Standard Material Transfer Agreements in relation to material belonging to the same crop[s], the **Recipient** shall only pay into the referred mechanism the percentage of sales as determined in accordance with this Article or the same Article of any other Standard Material Transfer Agreement. No cumulative payments will be required.

Annex 4

**OPTION FOR CROP-BASED PAYMENTS UNDER THE ALTERNATIVE PAYMENTS
SCHEME UNDER ARTICLE 6.11 OF THIS AGREEMENT**

I (full name of **Recipient** or **Recipient's** authorised official) declare to opt for payment in accordance with Article 6.11 of **this Agreement**.

Signature.....

Date.....¹¹

¹¹ In accordance with Article 6.11h of the Standard Material Transfer Agreement, the option for this modality of payment will become operative only once notification has been provided by the **Recipient** to the **Governing Body**. The signed declaration opting for this modality of payment must be sent by the **Recipient** to the **Governing Body** at the following address, whichever method of acceptance of **this Agreement** (signature, shrink-wrap or click-wrap) has been chosen by the parties to **this Agreement**, and whether or not the **Recipient** has already indicated his acceptance of this option in accepting **this Agreement** itself:

The Secretary,
International Treaty on Plant Genetic Resources for Food and Agriculture
Food and Agriculture Organization of the United Nations
I-00100 Rome, Italy

The signed declaration must be accompanied by the following:

- The date on which **this Agreement** was entered into;
- The name and address of the **Recipient** and of the **Provider**;
- A copy of Annex 1 to **this Agreement**.

APPENDIX III

CURRENTLY USED NORDGEN MTA, WHICH WILL NOT BE VALID AFTER IMPLEMENTING OF NEW NORDGEN MTA

NordGen Plant Material Transfer Agreement

- NordGen holds material of Plant Genetic Resources under common Nordic management and control.
- NordGen is making the material available as part of its policy to ensure facilitated access and exchange of all its Plant Genetic Resources for conservation, research and any other utilisation purposes.
- The recipient may use the material described in the attached list only for the purpose stated in the material request form. In case the material will be used for other purposes, another material transfer agreement (MTA) should be issued.
- The material is held in transition on the terms of this agreement, and the recipient has no right to obtain intellectual property rights (IPRs) to the material or related information.
- The recipient, therefore, hereby agrees not to claim ownership of the material or to seek IPRs to the material or its genetic parts and components in the form received. The recipient also agrees not to seek IPRs to related information received.
- The recipient further agrees not to distribute the material to third parties.
- NordGen makes no warranties as to the accuracy of passport or other data provided with the material. Neither does it make any warranties as to the quality, phytosanitary conditions, viability or purity (genetic or mechanical) of the material being furnished. Recipients assume full responsibility for complying with the recipient nation's quarantine and biosafety regulations and rules on import or release of genetic material.
- The recipient hereby agrees to furnish NordGen with relevant data and information collected during evaluation and utilisation.
- The material is supplied expressly on the condition of acceptance of the terms of this Agreement. The recipient's acceptance of the material constitutes acceptance of the terms of this Agreement.

APPENDIX IV

NORDGEN MATERIAL FROM GREENLAND AND THE FAROE ISLANDS

Taxon name	Number	Accession name	Country of origin
<i>Festuca rubra</i>	NGB8341	HVALSÖ AH-16	Greenland
<i>Festuca rubra</i>	NGB8342	SÖNDRE IGALIKO AH-17	Greenland
<i>Festuca rubra</i>	NGB11171	RLFR 8901	Greenland
<i>Hordeum vulgare</i> ssp. <i>vulgare</i>	NGB4701	STJERNEBYG FRA FÆRØERNE	Faroe Islands
<i>Hordeum vulgare</i> ssp. <i>vulgare</i>	NGB6299	VALAKS	Faroe Islands
<i>Hordeum vulgare</i> ssp. <i>vulgare</i>	NGB6300	LANGAKS	Faroe Islands
<i>Poa pratensis</i>	NGB8326	BRATTAHLID IV AH-1	Greenland
<i>Poa pratensis</i>	NGB8327	QUAQORTOQ AH-2	Greenland
<i>Poa pratensis</i>	NGB8328	NARSSARSSUAQ AH-3	Greenland
<i>Poa pratensis</i>	NGB8329	AH-4	Greenland
<i>Poa pratensis</i>	NGB8330	BRATTAHLID V AH-5	Greenland
<i>Poa pratensis</i>	NGB8331	SÖNDRE-IGALIKO AH-6	Greenland
<i>Poa pratensis</i>	NGB8332	HVALSÖ AH-7	Greenland
<i>Poa pratensis</i>	NGB8333	BRATTAHLID III AH-8	Greenland
<i>Poa pratensis</i>	NGB8334	AH-9	Greenland
<i>Poa pratensis</i>	NGB8335	UPERNAVIARSSUQ AH-10	Greenland
<i>Poa pratensis</i>	NGB8336	BRATTAHLID I AH-11	Greenland
<i>Poa pratensis</i>	NGB8337	AH-12	Greenland
<i>Poa pratensis</i>	NGB8338	NARSSARSSUAQ AH-13	Greenland
<i>Poa pratensis</i>	NGB8339	NARSSARSSUAQ AH-14	Greenland
<i>Poa pratensis</i>	NGB8340	NARSSARSSUAQ AH-15	Greenland
<i>Poa pratensis</i>	NGB8343	AH-18	Greenland
<i>Poa pratensis</i>	NGB11176	RLPOP 8905	Greenland
<i>Achillea millefolium</i>	NGB17701	Narsaq, Dyrenäs KO0201	Greenland
<i>Achillea millefolium</i>	NGB17702	Narsaq, Dyrenäs KW0201	Greenland
<i>Achillea millefolium</i>	NGB17703	Narsaq, KO00102	Greenland
<i>Achillea millefolium</i>	NGB17976	Quaqortoq village KW0301	Greenland
<i>Achillea millefolium</i>	NGB17977	Quaqortoq Tasersuaq KW0401	Greenland
<i>Achillea millefolium</i>	NGB17978	Narsaq village ÅA0101	Greenland
<i>Achillea millefolium</i>	NGB17979	Qassarsuk Brattahlid KO0201	Greenland
<i>Achillea millefolium</i>	NGB17980	Qassarsuk Brattahlid KW0101	Greenland
<i>Agrostis</i>	NGB17371	Dyrnæs KOL0105	Greenland
<i>Agrostis</i>	NGB17379	Narsaq HAJ0105	Greenland
<i>Agrostis</i>	NGB17436	Narsarsuaq LB0301	Greenland
<i>Agrostis</i>	NGB17446	Paamiut LB0504	Greenland
<i>Agrostis</i>	NGB17503	kangerlussuaq KW0307	Greenland
<i>Agrostis</i>	NGB17513	kangerlussuaq KW0301	Greenland
<i>Agrostis borealis</i>	NGB17453	Uvhrsiggssat HAJ0106	Greenland
<i>Agrostis borealis</i>	NGB17556	Innertivik LB0201	Greenland
<i>Agrostis borealis</i>	NGB17562	Ungujuk HAJ0301	Greenland
<i>Agrostis borealis</i>	NGB17567	Tasillaq HAJ0403	Greenland
<i>Agrostis canina</i>	NGB17338	Nuummiut HAJ0401	Greenland
<i>Agrostis canina</i>	NGB17339	Nuummiut HAJ0402	Greenland
<i>Agrostis canina</i>	NGB17358	Kvanefjelet LB0108	Greenland
<i>Agrostis canina</i>	NGB17359	Dyrnæs valley LB0201	Greenland
<i>Agrostis canina</i>	NGB17378	Narsaq HAJ0104	Greenland
<i>Agrostis canina</i>	NGB17385	Alanngorsuaq LB0101	Greenland

<i>Agrostis canina</i>	NGB17393	Tasersuaq LB0501	Greenland
<i>Agrostis canina</i>	NGB17399	Saqaarsik LB0603	Greenland
<i>Agrostis canina</i>	NGB17403	Blomsterdalen HAJ0101	Greenland
<i>Agrostis canina</i>	NGB17406	Kuusuuq serma LB0203	Greenland
<i>Agrostis canina</i>	NGB17411	Kuusauq HAJ0304	Greenland
<i>Agrostis canina</i>	NGB17413	Qassiarsuk HAL0102	Greenland
<i>Agrostis canina</i>	NGB17417	Qassiarsuk HAJ0202	Greenland
<i>Agrostis canina</i>	NGB17424	Qassiarsuk HAJ0401	Greenland
<i>Agrostis canina</i>	NGB17433	Narsarsuaq LB0105	Greenland
<i>Agrostis canina</i>	NGB17450	Uvhrsiggssat LB0103	Greenland
<i>Agrostis canina</i>	NGB17478	Iviangiussat HAJ0407	Greenland
<i>Agrostis canina</i>	NGB17481	Iviangiussat HAJ0503	Greenland
<i>Agrostis canina</i>	NGB17487	Iviangiussat HAJ0607	Greenland
<i>Agrostis canina</i>	NGB17488	Iviangiussat HAJ0701	Greenland
<i>Agrostis canina</i>	NGB17495	Iviangiussat LB0805	Greenland
<i>Agrostis capillaris</i>	NGB17347	Dymæs valley HAJ0701	Greenland
<i>Agrostis capillaris</i>	NGB17361	Dymæs valley HAJ0204	Greenland
<i>Agrostis capillaris</i>	NGB17435	Narsarsuaq LB0107	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB17596	Narsaq airport KO0101	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18021	Narsaq Dyrenäs KO0201	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18022	Narsaq Qaqqarsuaq KO0102	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18023	Narsaq Qaqqarsuaq KO0202	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18024	Narsaq Qaqqarsuaq KO0304	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18025	Narsaq Qaqqarsuaq KO0402	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18026	Narsaq Qaqqarsuaq KO0502	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18027	Narsaq village KO0101	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18028	Quaqortoq Saarlussuaq KO0201	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18029	Quaqortoq Saarlussuaq KO0401	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18030	Quaqortoq Tasersuaq KO0501	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18031	Kangerlussuaq Kökkenfjellet KO0301	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18032	Quaqortoq Havefjeld KW0101	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18033	Narsarsuaq Blomsterdalen KW0101	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18034	Narsarsuaq Blomsterdalen KW0201	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18035	Qassiarsuk Bratthalid KW0401	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18036	Narsaq Qaqqarsuaq ÅA0101	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18037	Narsaq Dyrenäs, ÅA0301	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18038	Narsaq Kvanefjeld ÅA0202	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18039	Narsaq Kvanefjeld ÅA0301	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18040	Narsaq Kvanefjeld ÅA0501	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18041	Quaqortoq Havefjeld ÅA0402	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18042	Quaqortoq Saarlussuaq ÅA0102	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18043	Quaqortoq Saarlussuaq ÅA0201	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18044	Quaqortoq Tasersuaq ÅA0401	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18045	Qassiarsuk Bratthalid ÅA0101	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18046	Narsarsuaq Aboretet ÅA0101	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18047	Narsarsuaq Signalhøjden KO0201	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18048	Nuuk By ÅA0101	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18049	Nuuk Stora Marlene ÅA0301	Greenland
<i>Anthoxanthum odoratum ssp. odoratum</i>	NGB17357	Kvanefjelet LB0106	Greenland
<i>Calamagrostis</i>	NGB17645	kangerlussuaq KOL0201	Greenland
<i>Calamagrostis</i>	NGB17646	kangerlussuaq KOL0203	Greenland
<i>Calamagrostis</i>	NGB17647	Qaarsorsuaq KOL0201	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17375	Narsaq HAJ0101	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17392	Tasersuaq HAJ0303	Greenland

<i>Calamagrostis langsdorffii</i>	NGB17395	Tasersuaq HAJ0503	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17398	Saqqaaarsik HAJ0602	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17427	Qassiarsuk HAJ0404	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17431	Narsarsuaq LB0103	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17438	Narsarsuaq LB0305	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17447	Paamiut LB0505	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17451	Uvhrsigssat LB0104	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17463	Uvhrsigssat HAJ0304	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17469	Iviangiussat LB0106	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17473	Iviangiussat LB0401	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17486	Iviangiussat LB0606	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17491	Iviangiussat LB0801	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17506	kangerlussuaq KOL0301	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17509	kangerlussuaq KW0102	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17510	Qaarsorsuaq KOL0202	Greenland
<i>Calamagrostis langsdorffii</i>	NGB17512	Qaarsorsuaq KOL0101	Greenland
<i>Calamagrostis neglecta</i>	NGB17517	Kulusuk HAJ0104	Greenland
<i>Calamagrostis neglecta</i>	NGB17518	Kulusuk HAJ0201	Greenland
<i>Calamagrostis neglecta</i>	NGB17555	Ukijverajik HAJ0105	Greenland
<i>Calamagrostis neglecta</i>	NGB17561	Innertivik HAJ0207	Greenland
<i>Calamagrostis neglecta</i>	NGB17563	Ungujuk HAJ0303	Greenland
<i>Deschampsia alpina</i>	NGB17390	Tasersuaq HAJ0201	Greenland
<i>Deschampsia alpina</i>	NGB17401	Saqqaaarsik HAJ0605	Greenland
<i>Deschampsia alpina</i>	NGB17514	Kulusuk HAJ0101	Greenland
<i>Deschampsia alpina</i>	NGB17519	Kulusuk HAJ0202	Greenland
<i>Deschampsia alpina</i>	NGB17521	Isikajia HAJ0102	Greenland
<i>Deschampsia alpina</i>	NGB17525	Isikajia HAJ0201	Greenland
<i>Deschampsia alpina</i>	NGB17529	Kulusuk LB0303	Greenland
<i>Deschampsia alpina</i>	NGB17534	Kulusuk HAJ0403	Greenland
<i>Deschampsia alpina</i>	NGB17546	Aammangaaq HAJ0504	Greenland
<i>Deschampsia alpina</i>	NGB17566	Ungujuk LB0306	Greenland
<i>Deschampsia alpina</i>	NGB17568	Tasillaq HAJ0404	Greenland
<i>Deschampsia brevifolia</i>	NGB17472	Iviangiussat LB0301	Greenland
<i>Deschampsia brevifolia</i>	NGB17531	Kulusuk LB0305	Greenland
<i>Deschampsia brevifolia</i>	NGB17532	Kulusuk LB0401	Greenland
<i>Deschampsia cespitosa ssp. cespitosa</i>	NGB17340	Nuummiut LB0402	Greenland
<i>Deschampsia cespitosa ssp. cespitosa</i>	NGB17346	Dymæs valley HAJ0701	Greenland
<i>Deschampsia flexuosa</i>	NGB17344	Niaqornarsuaq LB0602	Greenland
<i>Deschampsia flexuosa</i>	NGB17345	Kvanefjelet LB0105	Greenland
<i>Deschampsia flexuosa</i>	NGB17363	Dymæs valley LB0206	Greenland
<i>Deschampsia flexuosa</i>	NGB17370	Dymæs KOL0104	Greenland
<i>Deschampsia flexuosa</i>	NGB17374	Dymæs valley KOL0205	Greenland
<i>Deschampsia flexuosa</i>	NGB17377	Narsaq LB0103	Greenland
<i>Deschampsia flexuosa</i>	NGB17382	Saqqaaarsik ÅA0204	Greenland
<i>Deschampsia flexuosa</i>	NGB17386	Alanngorsuaq HAJ0102	Greenland
<i>Deschampsia flexuosa</i>	NGB17387	Alanngorsuaq HAJ0103	Greenland
<i>Deschampsia flexuosa</i>	NGB17396	Tasersuaq HAJ0505	Greenland
<i>Deschampsia flexuosa</i>	NGB17400	Saqqaaarsik LB0604	Greenland
<i>Deschampsia flexuosa</i>	NGB17409	Kuusauq HAJ0302	Greenland
<i>Deschampsia flexuosa</i>	NGB17419	Qassiarsuk HAJ0204	Greenland
<i>Deschampsia flexuosa</i>	NGB17423	Qassiarsuk HAJ0303	Greenland
<i>Deschampsia flexuosa</i>	NGB17452	Uvhrsigssat LB0105	Greenland
<i>Deschampsia flexuosa</i>	NGB17464	Uvhrsigssat HAJ0305	Greenland
<i>Deschampsia flexuosa</i>	NGB17467	Iviangiussat HAJ0105	Greenland

<i>Deschampsia flexuosa</i>	NGB17474	Iviangiussat HAJ0402	Greenland
<i>Deschampsia flexuosa</i>	NGB17480	Iviangiussat HAJ0502	Greenland
<i>Deschampsia flexuosa</i>	NGB17482	Iviangiussat LB0601	Greenland
<i>Deschampsia flexuosa</i>	NGB17493	Iviangiussat LB0803	Greenland
<i>Deschampsia flexuosa</i>	NGB17497	Nuuk HAJ0902	Greenland
<i>Deschampsia flexuosa</i>	NGB17538	Noorajik HAJ0104	Greenland
<i>Festuca</i>	NGB17341	Nuummiut HAJ0403	Greenland
<i>Festuca</i>	NGB17501	kangerlussuaq KW0303	Greenland
<i>Festuca</i>	NGB17507	kangerlussuaq KOL0302	Greenland
<i>Festuca baffinensis</i>	NGB17641	Tasillaq HAJ0405	Greenland
<i>Festuca brachyphylla</i>	NGB17549	Aammangaaq LB0701	Greenland
<i>Festuca hyperborea</i>	NGB17639	Kulusuk HAJ0306	Greenland
<i>Festuca hyperborea</i>	NGB17640	Kulusuk LB0202	Greenland
<i>Festuca rubra</i>	NGB17348	Dyrnæs valley HAJ0703	Greenland
<i>Festuca rubra</i>	NGB17349	Dyrnæs valley HAJ0203	Greenland
<i>Festuca rubra</i>	NGB17356	Kvanefjelet HAJ0104	Greenland
<i>Festuca rubra</i>	NGB17368	Dyrnæs valley HAJ0402	Greenland
<i>Festuca rubra</i>	NGB17394	Tasersuaq LB0502	Greenland
<i>Festuca rubra</i>	NGB17404	Kuussuup serma HAJ0201	Greenland
<i>Festuca rubra</i>	NGB17410	Kuusauq HAJ0303	Greenland
<i>Festuca rubra</i>	NGB17415	Qassiarsuk HAJ0104	Greenland
<i>Festuca rubra</i>	NGB17416	Qassiarsuk HAJ0201	Greenland
<i>Festuca rubra</i>	NGB17422	Qassiarsuk HAJ0302	Greenland
<i>Festuca rubra</i>	NGB17425	Qassiarsuk HAJ0402	Greenland
<i>Festuca rubra</i>	NGB17429	Qassiarsuk HAJ0502	Greenland
<i>Festuca rubra</i>	NGB17430	Narsarsuaq LB010	Greenland
<i>Festuca rubra</i>	NGB17437	Narsarsuaq LB0304	Greenland
<i>Festuca rubra</i>	NGB17440	Suuluqaqqap HAJ0201	Greenland
<i>Festuca rubra</i>	NGB17442	Suuluqaqqap HAJ0301	Greenland
<i>Festuca rubra</i>	NGB17445	Paamiut LB0502	Greenland
<i>Festuca rubra</i>	NGB17466	Iviangiussat LB0103	Greenland
<i>Festuca rubra</i>	NGB17483	Iviangiussat HAJ0602	Greenland
<i>Festuca rubra</i>	NGB17489	Iviangiussat HAJ0702	Greenland
<i>Festuca rubra</i>	NGB17500	kangerlussuaq KW0101	Greenland
<i>Festuca vivipara</i>	NGB17342	Niaqornarsuaq HAJ0501	Greenland
<i>Festuca vivipara</i>	NGB17354	Kvanefjelet HAJ0102	Greenland
<i>Festuca vivipara</i>	NGB17364	Dyrnæs valley HAJ0207	Greenland
<i>Festuca vivipara</i>	NGB17369	Dyrnæs KOL0103	Greenland
<i>Festuca vivipara</i>	NGB17373	Dyrnæs valley KOL0204	Greenland
<i>Festuca vivipara</i>	NGB17376	Narsaq LB0102	Greenland
<i>Festuca vivipara</i>	NGB17381	Saqaarsik ÅA0203	Greenland
<i>Festuca vivipara</i>	NGB17388	Alanngorsuaq HAJ0104	Greenland
<i>Festuca vivipara</i>	NGB17389	Tasersuaq HAJ0505	Greenland
<i>Festuca vivipara</i>	NGB17397	Saqaarsik HAJ0601	Greenland
<i>Festuca vivipara</i>	NGB17459	Uvhrsigssat LB0205	Greenland
<i>Festuca vivipara</i>	NGB17476	Iviangiussat LB0404	Greenland
<i>Festuca vivipara</i>	NGB17484	Iviangiussat HAJ0603	Greenland
<i>Festuca vivipara</i>	NGB17496	Nuuk HAJ0901	Greenland
<i>Festuca vivipara</i>	NGB17523	Isikajia HAJ0105	Greenland
<i>Festuca vivipara</i>	NGB17528	Kulusuk HAJ0302	Greenland
<i>Festuca vivipara</i>	NGB17539	Noorajik LB0105	Greenland
<i>Hierochloë alpina</i>	NGB17631	Alanngorsuaq HAJ0105	Greenland
<i>Lathyrus japonicus</i>	NGB17365	Dyrnæs valley HAJ0301	Greenland
<i>Lathyrus japonicus</i>	NGB17434	Narsarsuaq LB0106	Greenland

<i>Leymus arenarius</i>	NGB17366	Dymæs valley LB0401	Greenland
<i>Leymus arenarius</i>	NGB17432	Narsarsuaq LB0104	Greenland
<i>Leymus arenarius</i>	NGB17504	kangerlussuaq KOL0101	Greenland
<i>Phleum alpinum</i>	NGB17352	Narsap Qaqqaa ÅA0801	Greenland
<i>Phleum alpinum</i>	NGB17367	Narsap Qaqqaa ÅA0601	Greenland
<i>Phleum alpinum</i>	NGB17383	Saqqaaarsik KOL0301	Greenland
<i>Phleum alpinum</i>	NGB17391	Tasersuaq LB0302	Greenland
<i>Phleum alpinum</i>	NGB17412	Qassiarsuk HAJ0101	Greenland
<i>Phleum alpinum</i>	NGB17477	Iviangiussat LB0406	Greenland
<i>Phleum alpinum</i>	NGB17540	Kulusuk LB0201	Greenland
<i>Phleum alpinum</i>	NGB17544	Tasillaq LB0402	Greenland
<i>Phleum alpinum</i>	NGB17547	Aammangaaq LB0505	Greenland
<i>Phleum alpinum</i>	NGB17560	Innertivik HAJ0205	Greenland
<i>Phleum alpinum</i>	NGB17569	Tasillaq LB0405	Greenland
<i>Phleum pratense ssp. pratense</i>	NGB17351	Dymæs valley LB0705	Greenland
<i>Phleum pratense ssp. pratense</i>	NGB17360	Dymæs valley LB0202	Greenland
<i>Phleum pratense ssp. pratense</i>	NGB17372	Dymæs ÅA0203	Greenland
<i>Phleum pratense ssp. pratense</i>	NGB17444	Paamiut LB0501	Greenland
<i>Poa</i>	NGB17632	Narsarsuaq LB0101	Greenland
<i>Poa</i>	NGB17633	Narsarsuaq LB0302	Greenland
<i>Poa</i>	NGB17634	Suuluqaqqap HAJ0203	Greenland
<i>Poa</i>	NGB17635	Paamiut LB0503	Greenland
<i>Poa</i>	NGB17636	Uvhrsigssat HAJ0202	Greenland
<i>Poa</i>	NGB17637	Uvhrsigssat HAJ020	Greenland
<i>Poa</i>	NGB17638	kangerlussuaq KW0306	Greenland
<i>Poa alpina</i>	NGB17355	Kvanefjelet HAJ0103	Greenland
<i>Poa alpina</i>	NGB17362	Dymæs valley HAJ0205	Greenland
<i>Poa alpina</i>	NGB17384	Saqqaaarsik KOL0302	Greenland
<i>Poa alpina</i>	NGB17402	Saqqaaarsik HAJ0606	Greenland
<i>Poa alpina</i>	NGB17405	Kuussuup serma LB0202	Greenland
<i>Poa alpina</i>	NGB17408	Kuusauq HAJ0301	Greenland
<i>Poa alpina</i>	NGB17418	Qassiarsuk HAJ0203	Greenland
<i>Poa alpina</i>	NGB17428	Qassiarsuk HAJ0501	Greenland
<i>Poa alpina</i>	NGB17448	Uvhrsigssat LB0101	Greenland
<i>Poa alpina</i>	NGB17455	Uvhrsigssat HAJ0108	Greenland
<i>Poa alpina</i>	NGB17460	Uvhrsigssat HAJ0301	Greenland
<i>Poa alpina</i>	NGB17461	Uvhrsigssat HAJ0302	Greenland
<i>Poa alpina</i>	NGB17465	Iviangiussat HAJ0102	Greenland
<i>Poa alpina</i>	NGB17471	Iviangiussat LB0203	Greenland
<i>Poa alpina</i>	NGB17475	Iviangiussat HAJ0403	Greenland
<i>Poa alpina</i>	NGB17479	Iviangiussat HAJ0501	Greenland
<i>Poa alpina</i>	NGB17485	Iviangiussat HAJ0605	Greenland
<i>Poa alpina</i>	NGB17490	Iviangiussat HAJ0703	Greenland
<i>Poa alpina</i>	NGB17494	Iviangiussat LB0804	Greenland
<i>Poa alpina</i>	NGB17498	Nuuk HAJ0903	Greenland
<i>Poa alpina</i>	NGB17502	kangerlussuaq KW0305	Greenland
<i>Poa alpina</i>	NGB17505	kangerlussuaq KOL0210	Greenland
<i>Poa alpina</i>	NGB17508	kangerlussuaq KOL0303	Greenland
<i>Poa alpina</i>	NGB17511	Qaarsorsuaq KOL0203	Greenland
<i>Poa alpina</i>	NGB17515	Kulusuk LB0102	Greenland
<i>Poa alpina</i>	NGB17520	Isikajia LB0101	Greenland
<i>Poa alpina</i>	NGB17536	Noorajik HAJ0102	Greenland
<i>Poa alpina</i>	NGB17542	Kulusuk HAJ0204	Greenland
<i>Poa alpina</i>	NGB17543	Tasillaq HAJ0401	Greenland

<i>Poa alpina</i>	NGB17545	Aammangaaq HAJ0503	Greenland
<i>Poa alpina</i>	NGB17550	Tasillaq LB0801	Greenland
<i>Poa alpina</i>	NGB17552	Ukijverajik HAJ0102	Greenland
<i>Poa alpina</i>	NGB17559	Innertivik LB0204	Greenland
<i>Poa alpina</i>	NGB17570	Tasillaq HAJ0406	Greenland
<i>Poa arctica</i>	NGB17454	Uvhrsigssat HAJ0107	Greenland
<i>Poa arctica</i>	NGB17457	Uvhrsigssat HAJ0201	Greenland
<i>Poa arctica</i>	NGB17462	Uvhrsigssat HAJ0303	Greenland
<i>Poa arctica</i>	NGB17468	Iviangiussat HAJ0105	Greenland
<i>Poa arctica</i>	NGB17470	Iviangiussat HAJ0201	Greenland
<i>Poa arctica</i>	NGB17492	Iviangiussat LB0802	Greenland
<i>Poa arctica</i>	NGB17516	Kulusuk HAJ0103	Greenland
<i>Poa arctica</i>	NGB17524	Isikajia LB0106	Greenland
<i>Poa arctica</i>	NGB17526	Isikajia HAJ0202	Greenland
<i>Poa arctica</i>	NGB17530	Kulusuk LB0304	Greenland
<i>Poa arctica</i>	NGB17535	Noorajik HAJ0101	Greenland
<i>Poa arctica</i>	NGB17551	Tasillaq LB0802	Greenland
<i>Poa arctica</i>	NGB17554	Ukijverajik HAJ0104	Greenland
<i>Poa arctica</i>	NGB17558	Innertivik HAJ0203	Greenland
<i>Poa arctica</i>	NGB17565	Ungujuk LB0305	Greenland
<i>Poa arctica</i>	NGB17572	Tasillaq HAJ0408	Greenland
<i>Poa glauca</i>	NGB17343	Niaqornarsuaq HAJ0601	Greenland
<i>Poa glauca</i>	NGB17380	Narsaq LB0106	Greenland
<i>Poa glauca</i>	NGB17407	Kuussuup serma HAJ0204	Greenland
<i>Poa glauca</i>	NGB17420	Qassiarsuk HAJ0205	Greenland
<i>Poa glauca</i>	NGB17421	Qassiarsuk HAJ0301	Greenland
<i>Poa glauca</i>	NGB17439	Narsarsuaq LB0306	Greenland
<i>Poa glauca</i>	NGB17441	Suuluaqqap HAJ0202	Greenland
<i>Poa glauca</i>	NGB17443	Suuluaqqap HAJ0302	Greenland
<i>Poa glauca</i>	NGB17449	Uvhrsigssat HAJ0102	Greenland
<i>Poa glauca</i>	NGB17458	Uvhrsigssat LB0203	Greenland
<i>Poa glauca</i>	NGB17522	Isikajia HAJ0105	Greenland
<i>Poa glauca</i>	NGB17527	Kulusuk HAJ0301	Greenland
<i>Poa glauca</i>	NGB17533	Kulusuk HAJ0402	Greenland
<i>Poa glauca</i>	NGB17537	Noorajik HAJ0103	Greenland
<i>Poa glauca</i>	NGB17541	Kulusuk HAJ0203	Greenland
<i>Poa glauca</i>	NGB17548	Uunnguttoq LB0601	Greenland
<i>Poa glauca</i>	NGB17553	Ukijverajik LB0103	Greenland
<i>Poa glauca</i>	NGB17557	Innertivik HAJ0202	Greenland
<i>Poa glauca</i>	NGB17564	Ungujuk HAJ0304	Greenland
<i>Poa glauca</i>	NGB17571	Tasillaq HAJ0407	Greenland
<i>Poa pratensis</i>	NGB17414	Qassiarsuk HAJ0103	Greenland
<i>Poa pratensis</i>	NGB17499	Nuuk HAJ0904	Greenland
<i>Roegneria</i>	NGB17642	Narsarsuaq LB0201	Greenland
<i>Roegneria</i>	NGB17643	Narsarsuaq LB0303	Greenland
<i>Roegneria</i>	NGB17644	Narsarsuaq HAJ0101	Greenland
<i>Sedum rosea</i>	NGB17981	Quaqortoq Tasersuaqq BN0101	Greenland
<i>Sedum rosea</i>	NGB17982	Quaqortoq Tasersuaqq HAJ0504	Greenland
<i>Sedum rosea</i>	NGB17983	Narsaq Dyrenäs KO0203	Greenland
<i>Sedum rosea</i>	NGB17984	Narsaq Qaqqarsuaq KO0301	Greenland
<i>Sedum rosea</i>	NGB17985	Narsaq Qaqqarsuaq KO0401	Greenland
<i>Sedum rosea</i>	NGB17986	Narsaq Qaqqarsuaq KO0501	Greenland
<i>Sedum rosea</i>	NGB17987	Quaqortoq Saarlussuaq KO0101	Greenland
<i>Sedum rosea</i>	NGB17988	Quaqortoq Saarlussuaq KO0201	Greenland

<i>Sedum rosea</i>	NGB17989	Quaqortoq Tasersuaqq KO0502	Greenland
<i>Sedum rosea</i>	NGB17990	Narsarsuaq Blomsterdalen KO0301	Greenland
<i>Sedum rosea</i>	NGB17991	Narsarsuaq Blomsterdalen KO0401	Greenland
<i>Sedum rosea</i>	NGB17992	Qassiarsuk Bratthalid KO0102	Greenland
<i>Sedum rosea</i>	NGB17993	Narsarsuaq Aboretet KO0201	Greenland
<i>Sedum rosea</i>	NGB17994	Nuuk KO0101	Greenland
<i>Sedum rosea</i>	NGB17995	Nuuk KO0201	Greenland
<i>Sedum rosea</i>	NGB17996	Nuuk KO0301	Greenland
<i>Sedum rosea</i>	NGB17997	Quaqortoq Havefjeld KW0102	Greenland
<i>Sedum rosea</i>	NGB17998	Quaqortoq Havefjeld KW0201	Greenland
<i>Sedum rosea</i>	NGB17999	Quaqortoq Saarlussuaq KW0102	Greenland
<i>Sedum rosea</i>	NGB18000	Quaqortoq Saarlussuaq KW0302	Greenland
<i>Sedum rosea</i>	NGB18001	Nuuk Stora Marlene KW0101	Greenland
<i>Sedum rosea</i>	NGB18002	Nuuk Lilla Marlene KW0202	Greenland
<i>Sedum rosea</i>	NGB18003	Nuuk LB0111	Greenland
<i>Sedum rosea</i>	NGB18004	Narsaq Dyrenäs, ÅA0201	Greenland
<i>Sedum rosea</i>	NGB18005	Narsaq Fjeld ÅA0401	Greenland
<i>Sedum rosea</i>	NGB18006	Narsaq Kvanefjeld ÅA0201	Greenland
<i>Sedum rosea</i>	NGB18007	Narsaq Kvanefjeld ÅA0302	Greenland
<i>Sedum rosea</i>	NGB18008	Narsaq Kvanefjeld ÅA0502	Greenland
<i>Sedum rosea</i>	NGB18009	Quaqortoq Havefjeld ÅA0202	Greenland
<i>Sedum rosea</i>	NGB18010	Quaqortoq Havefjeld ÅA0401	Greenland
<i>Sedum rosea</i>	NGB18011	Quaqortoq Saarlussuaq ÅA0101	Greenland
<i>Sedum rosea</i>	NGB18012	Quaqortoq Saarlussuaq ÅA0202	Greenland
<i>Sedum rosea</i>	NGB18013	Quaqortoq Saarlussuaq ÅA0301	Greenland
<i>Sedum rosea</i>	NGB18014	Qassiarsuk Bratthalid ÅA0202	Greenland
<i>Sedum rosea</i>	NGB18015	Qassiarsuk Bratthalid ÅA0301	Greenland
<i>Sedum rosea</i>	NGB18016	Narsarsuaq Aboretet ÅA0202	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17707	Narsaq Dyrenäs KO0101	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17708	Narsaq Dyrenäs KO0202	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17709	Narsaq Dyrenäs KO0402	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17710	Narsaq Dyrenäs KW0101	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17711	Narsaq Dyrenäs KW0202	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17712	Narsaq Dyrenäs, ÅA0101	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17713	Narsaq Fjeld ÅA0501	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17714	Narsaq Kvanefjeld KW0101	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17715	Narsaq Kvanefjeld KW0201	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17716	Narsaq Kvanefjeld ÅA0101	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17717	Narsaq Qaqqarsuaq KO0101	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17718	Narsaq Qaqqarsuaq KO0203	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17719	Narsaq Qaqqarsuaq KO0303	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17720	Narsaq Qaqqarsuaq KO0403	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17721	Narsaq Qaqqarsuaq KO0601	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17722	Quaqortoq Havefjeld KO0201	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17723	Quaqortoq Havefjeld ÅA0201	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17724	Quaqortoq Havefjeld ÅA0403	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17725	Quaqortoq Saarlussuaq KO0202	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17726	Quaqortoq Saarlussuaq KW0101	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17727	Quaqortoq Saarlussuaq ÅA0103	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17728	Narsarsuaq Blomsterdalen KO0101	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17729	Narsarsuaq Blomsterdalen KO0302	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17730	Narsarsuaq Blomsterdalen KO0501	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17731	Narsarsuaq Blomsterdalen KW0202	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17732	Qassiarsuk Bratthalid KO0101	Greenland

<i>Thymus praecox ssp. arcticus</i>	NGB17733	Qassiarsuk Bratthalid KW0301	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17734	Qassiarsuk Bratthalid ÅA0201	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17735	Qassiarsuk Bratthalid ÅA0302	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17736	Narsarsuaq Aboretet KW0101	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17737	Narsarsuaq Aboretet LB02002	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17738	Narsarsuaq Signalhöjen KW0102	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17739	Nuuk Lilla Marlene KW0201	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17741	Nuuk Stora Marlene ÅA0201	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17757	LB0608250107	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17758	LB0609040502	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17759	LB0609040404	Greenland
<i>Thymus praecox ssp. arcticus</i>	NGB17760	LB0609050402	Greenland
<i>Trisetum spicatum</i>	NGB17350	Dymæs valley HAJ0704	Greenland
<i>Trisetum spicatum</i>	NGB17353	Kvanefjelet HAJ0101	Greenland
<i>Trisetum spicatum</i>	NGB17426	Qassiarsuk HAJ0403	Greenland
<i>Trisetum spicatum</i>	NGB17456	Uvhrsigssat HAJ0109	Greenland
<i>Angelica archangelica ssp. archangelica</i>	NGB18630	TorshavnKO0301	Faroe Islands
<i>Angelica archangelica ssp. archangelica</i>	NGB18631	TorshavnKO0401	Faroe Islands
<i>Angelica archangelica ssp. archangelica</i>	NGB18632	KirkjöburKW0101	Faroe Islands
<i>Angelica archangelica ssp. archangelica</i>	NGB18633	KlaksvikKA0101	Faroe Islands
<i>Angelica archangelica ssp. archangelica</i>	NGB18634	GogerKW00401	Faroe Islands
<i>Angelica archangelica ssp. archangelica</i>	NGB18635	Klaksvik-IIÅA0101	Faroe Islands
<i>Angelica archangelica ssp. archangelica</i>	NGB18636	EidiÅA0401	Faroe Islands
<i>Angelica archangelica ssp. archangelica</i>	NGB18637	GogerÅA0601	Faroe Islands
<i>Angelica archangelica ssp. archangelica</i>	NGB18638	Goger-IKA0101	Faroe Islands
<i>Angelica archangelica ssp. archangelica</i>	NGB18639	SörvagurKO0301	Faroe Islands
<i>Thymus praecox ssp. arcticus</i>	NGB18640	Kvivik KA0101	Faroe Islands
<i>Thymus praecox ssp. arcticus</i>	NGB18641	Kirkjöbur SS0301	Faroe Islands
<i>Thymus praecox ssp. arcticus</i>	NGB18643	Klaksvik GB0101	Faroe Islands
<i>Thymus praecox ssp. arcticus</i>	NGB18644	Eidi KA0201	Faroe Islands
<i>Thymus praecox ssp. arcticus</i>	NGB18645	Klaksvik Klaehur KO0101	Faroe Islands
<i>Thymus praecox ssp. arcticus</i>	NGB18646	KO0709190401	Faroe Islands
<i>Thymus praecox ssp. arcticus</i>	NGB18647	Eidi KW0101	Faroe Islands
<i>Thymus praecox ssp. arcticus</i>	NGB18648	Eidi by KW0201	Faroe Islands
<i>Thymus praecox ssp. arcticus</i>	NGB18649	SlättaralinderÅA0501	Faroe Islands
<i>Thymus praecox ssp. arcticus</i>	NGB18650	GB0709200101	Faroe Islands
<i>Thymus praecox ssp. arcticus</i>	NGB18651	Vestmanna KA0401	Faroe Islands
<i>Thymus praecox ssp. arcticus</i>	NGB18652	Vestmanna KO0401	Faroe Islands
<i>Sedum rosea</i>	NGB18653	Torshavn KA0201	Faroe Islands
<i>Sedum rosea</i>	NGB18654	Eysturoy KO0201	Faroe Islands
<i>Sedum rosea</i>	NGB18655	Kvivik road KW0101	Faroe Islands
<i>Sedum rosea</i>	NGB18656	Kvivik SS0101	Faroe Islands
<i>Sedum rosea</i>	NGB18657	Torshavn SS0301	Faroe Islands
<i>Sedum rosea</i>	NGB18658	Kirkjöbur KO0101	Faroe Islands
<i>Sedum rosea</i>	NGB18659	Kirkjöbur SS0101	Faroe Islands
<i>Sedum rosea</i>	NGB18660	Kirkjöbur ÅA0202	Faroe Islands
<i>Sedum rosea</i>	NGB18661	Eidi GB0201	Faroe Islands
<i>Sedum rosea</i>	NGB18662	Klaksvik Klakur SS0101	Faroe Islands
<i>Sedum rosea</i>	NGB18663	Eidi ÅA0709190301	Faroe Islands
<i>Sedum rosea</i>	NGB18664	Vestmanna GB00201	Faroe Islands
<i>Sedum rosea</i>	NGB18665	Goger ÅA0709200201	Faroe Islands
<i>Achillea millefolium</i>	NGB18667	Kirkjöbur ÅA0709180201	Faroe Islands
<i>Achillea millefolium</i>	NGB18668	Eidi KO0709190301	Faroe Islands
<i>Achillea millefolium</i>	NGB18669	Vestmanna	Faroe Islands

APPENDIX V

NUMBER OF ACCESSIONS IN NORDGEN COLLECTION INCLUDED IN ANNEX 1 OF INTERNATIONAL TREATY FOR FOOD AND AGRICULTURE

Genus/species	Number of accessions		
	Accepted	Pending	Temporary
<i>Agropyron cristatum</i>	2		
<i>Alopecurus pratensis</i>	74		3
<i>Arrhenatherum elatius</i>			1
<i>Asparagus</i> ssp.	9		1
<i>Avena</i> ssp.	321		405
<i>Beta</i> ssp.	94	23	65
<i>Brassica</i> ssp.	558	38	229
<i>Dactylis glomerata</i>	413		9
<i>Ducus carota</i>	65		87
<i>Elymus</i> ssp.	272		1
<i>Festuca</i> ssp.(<i>arundinacea, ovina, pratensis, rubra</i>)	750	2	40
<i>Helianthus</i> ssp.	50		6
<i>Hordeum</i> ssp.	4180	7189	2157
<i>Lens culinaris</i>	2		1
<i>Lolium</i> ssp. (<i>hybridum, multiflorum, perenne, temulentum</i>)	198		50
<i>Lupinus (angustifolius, luteus)</i>	1	1	1
<i>Malus</i> ssp.	130		
<i>Medicago</i> ssp. (<i>falcata, sativa, scutellata</i>)	26		13
<i>Melilotus</i> ssp. (<i>albus, officinalis</i>)	2		1
<i>Phalaris arundinacea</i>	150		18
<i>Phaseolus vulgaris</i>	72		5
<i>Phleum pratense</i>	650	8	27
<i>Pisum</i> ssp.	1861	16	921
<i>Poa</i> ssp. (<i>alpina, pratensis</i>)	504	5	14
<i>Secale</i> ssp.	294	1	87
<i>Solanum</i> ssp.	64	24	1
<i>Trifolium</i> ssp. (<i>alexandrinum, hybridum, incarnatum, pratense, repens, resupinatum</i>)	762		42
<i>Triticum</i> ssp.	684	2	888
<i>Vicia</i> ssp.	91	19	7
x <i>Triticosecale</i>	1	1	17
<i>Zea mays</i>		7	
Total number of accessions	12 280	7336	5097

Overall total number of accessions for Annex 1 species is 24 713

APPENDIX VI

NUMBER OF ACCESSIONS IN NORDGEN COLLECTION NOT INCLUDED IN ANNEX 1 OF THE INTERNATIONAL TREATY FOR FOOD AND AGRICULTURE

	Genus	Number of accessions		
		Accepted	Pending	Temporary
	<i>Achillea</i> ssp.	5	3	
	<i>Aegilops</i> ssp.	4		7
	<i>Agrostemma</i> ssp.	1	1	1
	<i>Agrostis</i> ssp.	351		9
	<i>Allium</i> ssp.	216	26	18
	<i>Amaranthus</i> ssp.			1
	<i>Anethum</i> ssp.	9		3
	<i>Angelica</i> ssp.	31		2
	<i>Anthoxanthum</i> ssp.	10		2
	<i>Anthriscus</i> ssp.	2		1
	<i>Anthyllis</i> ssp.	2		
	<i>Apium</i> ssp.	14		14
	<i>Armeria</i> ssp.			1
	<i>Armoracia</i> ssp.	27*		
	<i>Armoracia</i> ssp.		1	
	<i>Arnica</i> ssp.		36	
	<i>Atriplex</i> ssp.	8	1	1
	<i>Barbarea</i> ssp.			569
	<i>Brachypodium</i> ssp.	1		
	<i>Bromus</i> ssp.	42	3	5
	<i>Calamagrostis</i> ssp.	24		
	<i>Camelina</i> ssp.	1		
	<i>Cannabis</i> ssp.	3		
	<i>Capsicum</i> ssp.	2		2
	<i>Carum</i> ssp.	2		5
	<i>Centaurea</i> ssp.			1
	<i>Chenopodium</i> ssp.			1
	<i>Chrysanthemum</i> ssp.			1
	<i>Cicerbita</i> ssp.	1		
	<i>Cichorium</i> ssp.	2		
	<i>Conium</i> ssp.			1
	<i>Crambe</i> ssp.	1		27
	<i>Cucumis</i> ssp.	28	2	78
	<i>Cucurbita</i> ssp.	5		1
	<i>Cynoglossum</i> ssp.	1		
	<i>Cynosurus</i> ssp.	5		
	<i>Dactylis</i> ssp.	1		
	<i>Dasypyrum</i> ssp.	11		
	<i>Datura</i> ssp.	1		2
	<i>Deschampsia</i> ssp.	101		
	<i>Dianthus</i> ssp.	2		
	<i>Eremopyrum</i> ssp.	1		
	<i>Fagopyrum</i> ssp.	7	2	1
	<i>Festuca</i> ssp.	29		1
	<i>Glycine</i> ssp.	3		152
	<i>Helichrysum</i> ssp.	2	39	
	<i>Hierochloë</i> ssp.	1		

	<i>Holcus</i> ssp.	1		
	<i>Hordelymus</i> ssp.	14	3	2
	<i>Humulus</i> ssp.		1	
	<i>Hyoscyamus</i> ssp.		1	1
	<i>Hystrix</i> ssp.	1		
	<i>Lactuca</i> ssp.	26		7
	<i>Lathyrus</i> ssp.	6		
	<i>Lepidium</i> ssp.	1		
	<i>Levisticum</i> ssp.			1
	<i>Leymus</i> ssp.	4		23
	<i>Linum</i> ssp.	25	5	335
	<i>Lotus</i> ssp.	7		2
	<i>Lycopersicon</i> ssp.	10	1	67
	<i>Medicago</i> ssp.	10		
	<i>Melilotus</i> ssp.	1		1
	<i>Nicotiana</i> ssp.	2	3	
	<i>Papaver</i> ssp.	5		78
	<i>Pastinaca</i> ssp.	2		1
	<i>Petroselinum</i> ssp.	18	1	12
	<i>Phleum</i> ssp.	32		
	<i>Poa</i> ssp.	66		
	<i>Psathyrostachys</i> ssp.	3		
	<i>Pseudoroegneria</i> ssp.	3		
	<i>Pyrus</i> ssp.	18		
	<i>Raphanus</i> ssp.	44		20
	<i>Rheum</i> ssp.	50+190*	29	
	<i>Rubus</i> ssp.	1		
	<i>Scorzonera</i> ssp.	7		3
	<i>Sinapis</i> ssp.	8		
	<i>Sonchus</i> ssp.			1
	<i>Sorbus</i> ssp.		4	
	<i>Spergula</i> ssp.		1	2
	<i>Spinacia</i> ssp.	39	2	41
	<i>Taeniatherum</i> ssp.	23		
	<i>Teesdalia</i> ssp.	1		
	<i>Thinopyrum</i> ssp.	2		
	<i>Tragopogon</i> ssp.	1		
	<i>Trifolium</i> ssp.	8		1
	<i>Trisetum</i> ssp.	4		
	<i>Vaccinium</i> ssp.	1		
	<i>Valeriana</i> ssp.	1		67
	<i>Valerianella</i> ssp.	1		
	<i>Vavilovia</i> ssp.	1		
	Total number of accessions	1594	165	1572
	* in clonal archive			
Overall total number of accessions for non-Annex I species is 3,331 accessions.				

APPENDIX VII

PROPOSAL FOR A “HOBBY MTA” TO BE USED FOR TRANSFER OF MATERIAL FOR HOBBY PURPOSES

Conditions of use of the enclosed plant material from the Nordic Genetic Resources Centre for hobby purposes

You have received plant material from the collections of the Nordic Genetic Resources Centre (NordGen).

The collections of NordGen are under common Nordic management and control. Materials from these collections are generally available in accordance with the conditions of the International Treaty on Plant Genetic Resources for Food and Agriculture and other provisions, details of which can be found on NordGen’s website (www.nordgen.org).

However, the material enclosed is intended for hobby purposes only. Acceptance and use of the material enclosed or material derived thereof will imply that you accept the following conditions:

You may:

- conserve, cultivate and multiply the material on a small scale;
- use the harvest in your household or sell it locally;
- transfer the material according to national legislation to others providing they accept the same conditions of use.

You may not:

- use the material for research or breeding or training; or
- claim any intellectual property or other rights that limit the facilitated access to the material or its genetic parts or components.
- Sell the harvest when sale, offering for sale or any other form of placing the harvest in the market is carried out in separate premises reserved for that purpose regardless of whether such premises are situated on farm or any other location.

If the material is intended for purposes other than those allowed here, you must sign a new material transfer agreement with the Nordic Genetic Resources Centre.

Furthermore, you:

- must assume full responsibility for complying with your national quarantine, trade and other regulations concerning import and use of plant genetic material; and
- are encouraged to share the experience you gain by growing the enclosed material with other potential users, including through Nordic Genetic Resources Centre’s website (www.nordgen.org).**

The Nordic Genetic Resources Centre does not warranty the identity and safety of the material enclosed or as to the accuracy of any information provided with the material. Nor does it warranty the quality, viability, purity or phytosanitary conditions of the material enclosed.

**(link to site where access conditions for NordGen material are described)*

*** (assuming an interactive function is established allowing people to put such information on NordGen’s website without involving NordGen staff)*

APPENDIX VIII

ACQUISITION LETTER FROM NORDIC GENETIC RESOURCE CENTER

The Nordic Genetic Resource Center (NordGen) conserves and documents the genetic variation of Nordic species useful for agriculture and horticulture.

Nordic countries have joined forces to conserve Plant Genetic Resources and in 1979 the Nordic Gene Bank was established as an institution under the Nordic Council of Ministers that has been part of NordGen since January 2008.

The plant material stored at NordGen, except security collections and material held in transition, must be made publicly available for plant breeding, research and any other bona fide application. Material distribution from NordGen is carried out according to the relevant international agreements and national legislation. For further information on the terms of access to material, reference is made to the NordGen website (www.nordgen.org).

If you choose to donate plant material to NordGen, you accept that this material must enter the public domain and will be made available to the applications stated above according to the relevant material transfer agreements.

APPENDIX IX

DESCRIPTION OF MATERIAL IN TRANSITION

Material in transition

1. Material and information in transition
 - a. Material in transition, hereafter MIT, defines biological material, seeds or otherwise reproductive material, tissue, DNA/RNA, or separations derived from plants, held in transition as a donation to NordGen for a given transition period, under a given transition agreement.
 - b. Information on MIT, hereafter IMIT, includes all types of information on a given MIT, held in transition as a donation to NordGen for a given transition period, under a given transition agreement.
 - c. MIT/IMIT must originate from, or have relevance to the Nordic countries, similarly to other NordGen accessions.
 - d. Curators at NordGen will decide on the relevance and acceptance of the MIT/IMIT, in respect to the mandate principles of NordGen.
 - e. Material originating from public collections, gene banks or otherwise available under sMTA cannot be given a status as owned by MIT owners. However, selections/seeds/reproductive material of such material can be held in transition together with actual MIT when required for the purpose of the MIT.
 - f. Access to MIT/IMIT can be given to an owner during the transition period; however, a minimum of material, defined in the transition agreement must remain in transition.
 - g. All requests during the transition period regarding MIT/IMIT must be forwarded to the owner.
 - h. NordGen is not obliged to deliver seeds of MIT at the request of a MIT owner.
 - i. NordGen is responsible for maintaining conservation status of MIT/IMIT, but cannot take responsibility for regeneration or multiplications for other purposes.
2. In transition concept
 - a. Holding in transition defines that NordGen controls the physical access to, and is responsible for the discretion of the given MIT/IMIT for a given transition period under a given transition agreement.
 - b. The specific MIT/IMIT cannot be withdrawn from the owner during the transition period.
 - c. The specific MIT/IMIT will enter NordGen collections on current NordGen standard regulation terms after the transition period.
 - d. MIT/IMIT is owned by a donator during the transition period. NordGen does not claim any ownership of the physical material or information or of the IPRs related to it.
 - e. All rights regarding MIT must either be terminated or transferred to NordGen after the transition period.
 - f. Any rights regarding IMIT must be terminated or transferred to NordGen, or IMIT must be publicly available from NordGen after transition period.
 - g. Open communication and a high level of confidence between owner of MIT/IMIT and NordGen must be maintained during the transition period and operations should run as smooth as possible.
3. Transition period – delay principle
 - a. Transition period is defined as a definite period of time in which MIT/IMIT is held at NordGen, prior to inclusion in the NordGen collections. The specific period is defined by the individual transition agreement.
 - b. MIT/IMIT may after the transition period be transferred to NordGen's collections on NordGen's standard regulation terms.

- c. The duration of the transition period cannot be prolonged.
4. Transition agreement
- a. A transition agreement must be prepared and signed by the MIT/IMIT owner and NordGen.
 - b. The transition agreement must respect the above-mentioned definitions and principles.
 - c. The transition agreement must include/provide clear definitions and specifications including:
 - i. A short description of the purpose of holding specific MIT/IMIT must be prepared and will be publicly accessible.
 - ii. Appropriate lists of the specific MIT/IMIT. These are to be provided before acceptance at NordGen, or provided within a reasonable period of time after acceptance. In case of the latter, a letter of intent must be signed by all parties involved.
 - iii. Possibly other regulations influencing information status of IMIT must be clarified by the owner.
 - iv. Conservation status of MIT, including expected or tested viability and storage history. NordGen is obliged to maintain MIT, but cannot be held responsible for MIT of poor quality or viability at the time of entering into the transition agreement.
 - v. A short version of the MIT/IMIT list must be publicly accessible from the SESTO system with possible access to information details.
 - vi. Minimum quantity of material to remain in transition if access is given to MIT.
 - vii. The duration of the transition period must be defined.
 - viii. Terms for possible use of MIT/IMIT by NordGen for any other scientific purpose than mere conservation, e.g. further study of qualities, characteristics or further development during the transition period must be defined.
 - ix. Terms of termination of the transition agreement, stating that the owner must refund NordGen for any costs that have incurred related to the obligations NordGen has assumed under this agreement with respect to the specific MIT/IMIT transition.

APPENDIX X

PROPOSED NORDGEN MATERIAL TRANSFER AGREEMENT FOR OTHER PURPOSES THAN CONSERVATION AND USE FOR RESEARCH, BREEDING AND TRAINING FOR FOOD AND AGRICULTURE AND HOBBY PURPOSES.

NORDGEN MATERIAL TRANSFER AGREEMENT

PREAMBLE

WHEREAS

The Nordic Council of Ministers (Fisheries, Agriculture, Forestry and Food) in June 25, 2003 and The Nordic Council of Ministers (Environment) in October 28, 2003 adopted a declaration confirming that material held by the Nordic Genetic Resource Centre (NordGen), except for security collections is under common Nordic domain and in the public domain;

It was emphasised by the Nordic Council of Ministers that access should be facilitated to relevant material held by the Nordic Genetic Resource Centre in a manner consistent with the international law applicable to the material;

The Standard Material Transfer Agreement adopted by the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as “the Treaty”) is applied for all plant accessions held at Nordic Genetic Resource Centre when distributed for purposes specified in Article 12.3 a of the Treaty and, upon acceptance by the Nordic Countries of the Memorandum of Understanding for the establishment of the European Gene bank integrated System, to other Plant Genetic Resources accessed for the said purposes;

The Nordic Committee of Senior Officials for Agriculture as well as the Nordic Committee of Senior Officials for Forestry adopted two Material Transfered agreements to be used by the NordGen for transfers of Plant Genetic Resources accessed for other purposes than those specified in Article 12.3a of the Treaty.

The present NordGen Material Transfer Agreement is used by the NordGen to provide access for other purposes than those specified by the Treaty with the exception of hobby uses.

ARTICLE 1 — PARTIES TO THE AGREEMENT

1.1 This Agreement is:

BETWEEN: the Nordic Genetic Resource Centre, 230 53 Alnarp, Sweden,
Jessica Kathle

(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*) (hereinafter referred to as “the Recipient”).

1.2 The parties to this Agreement hereby agree as follows:

ARTICLE 2 — SUBJECT MATTER OF THE MATERIAL TRANSFER AGREEMENT

The Plant Genetic Resources specified in *Annex A* to this Agreement (hereinafter referred to as the “Material”) and the available related information referred to in Article 3b and in *Annex A* are hereby transferred from NordGen to the Recipient subject to the terms and conditions set out in this Agreement.

ARTICLE 3 — RIGHTS AND OBLIGATIONS OF THE PROVIDER

The NordGen undertakes that:

- 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 Material provided;
- c) Access to Plant Genetic Resources protected by intellectual and other property rights shall be consistent with relevant international agreements, and with relevant national laws.

ARTICLE 4 — RIGHTS AND OBLIGATIONS OF THE RECIPIENT

4.1 The Recipient undertakes that the Material shall be used or conserved only for the purposes stated in the request form.

4.2 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 Provider.

4.3 The Recipient shall not distribute the Material to a third party.

4.4 The Recipient shall make available to the Provider all non-confidential information that results from research and development carried out on the Material.

4.5 In the case that the Recipient commercializes a Product that is a Plant Genetic Resource for Food and Agriculture and that incorporates Material as referred to in Article 3 of this Agreement, the Recipient is encouraged to make voluntary payments into the mechanism established by the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture for this purpose in accordance with *Annex B* to this Agreement

ARTICLE 5 — APPLICABLE LAW

This Agreement shall be interpreted in accordance with and governed by General Principles of Law, including the UNIDROIT Principles of International Commercial Contracts 2004.

ARTICLE 6 — DISPUTE SETTLEMENT

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 finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. The result of such arbitration shall be binding.

ARTICLE 7 — ADDITIONAL ITEMS

7.1 Warranty

The Provider makes no warranties 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 and biosafety regulations and rules as to import or release of genetic material.

7.2 Duration of Agreement

This Agreement shall remain in force and effect as long as the Recipient is in possession of the Material. When the Recipient is no longer in possession of the material the Recipient may terminate this Agreement upon written notice to the Provider. All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

ARTICLE 8 — SIGNATURE/ACCEPTANCE

I, Jessica Kathle, represent and warrant that I have the authority to execute this Agreement on behalf of the Provider 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.

Signature..... Date.....

Jessica Kathle

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.

Signature..... Date

Name of the Recipient

Annex A

LIST OF MATERIALS PROVIDED

This *Annex* contains a list of the Material provided under this Agreement, including the associated information referred to in Article 3b.

This information is either provided below or can be obtained at the following website: www.nordgen.org/ngb

Material provided		Accession name	Pedigree	Species	Ancestral MLS germplasm	
NGB number	Origin				ID	Origin

Annex B

PAYMENT UNDER THIS AGREEMENT

Recipient is encouraged to make a voluntary payment in US\$ for the FAO/UN Trust Fund established by the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture in accordance with Article 19.3f of the Treaty.

US Dollar Account 000049065067, Banca Intesa SpA

FAO Branch [Swift code: BCIT ITMM700]

ABI 03069 CAB 03356

Viale delle Terme di Caracalla, 00153 Rome Italy

IBAN IT91T030 6903 3560 00049065067

GINC/INT/031/MUL, IT-PGRFA (Benefit-sharing)

APPENDIX XI

LIST OF ACRONYMS

AEGIS	A European Genebank Integrated System
CGIAR	Consultative Group on International Agricultural Research
CGN	The Centre for Genetic Resources in the Netherlands
FAO	Food and Agriculture Organization of the United Nations
IARC	International Agricultural Research Centers
IPK	Leibniz Institute of Plant Genetics and Crop Plant Research
ITPGRFA	International Treaty on Plant Genetic Resources for Food and Agriculture
MoU	Memorandum of Understanding
MTA	Material Transfer Agreement
NordGen	Nordic Genetic Resource Center
PGR	Plant Genetic Resources
PGRFA	Plant Genetic Resources for Food and Agriculture
POM	Programme for Diversity of Cultivated Plants
sMTA	Standard Material Transfer Agreement