

Material transfer agreement adopted by EUCLEG consortium

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| Logo | MATERIAL TRANSFER AGREEMENT FOR PLANT GENETIC RESOURCES | Reference : |
| Institute / Company Address | HELD IN TRUST BY [provider] | Version : |
| | | Date : |

The plant genetic resources (hereafter referred to as the "Material") contained herein are supplied by **[provider]**, represented by **[name]**, to **[recipient]** represented by **[name]** under the following conditions.

[provider] supplies the Material described in the attached list as part of its policy for the use of genetic material for research, breeding and training. The Material was either developed by **[provider]**; or acquired prior to the entry into force of the Convention on Biological Diversity; or if it was acquired after the entry into force of the Convention on Biological Diversity, was obtained with the understanding that it could be made available for any research, breeding and training purposes by Recipient institutions.

The Recipient may use and maintain the Material for purposes of research, breeding and training. He is not allowed to pass the Material to other parties without written agreement from **[provider]** and without written acceptance of receiving parties to respect the terms and conditions required by **[provider]** in the present agreement.

The Recipient, therefore, hereby agrees not to claim ownership over the Material, nor to seek Intellectual Property Rights (IPRs) upon the Material or upon genetic parts or components of the Material. The Recipient also agrees not to seek IPRs upon information related to the Material received from **[provider]**.

[provider] commits to release plant genetic material and related information useful to the scientific and plant breeding community. It implements every mean to make sure that the Material and related information are traceable and accurate. However **[provider]** does not give any warranty regarding the safety and accuracy of origin of the Material, and the reliability of passport data and other data provided with the Material. Neither does it give any warranty regarding the quality, viability, and purity of the Material being supplied.

The phytosanitary condition of the Material is warranted only as described in the attached phytosanitary certificate if required. The Recipient assumes full responsibility for complying with the Recipient national quarantine and biosafety regulations and rules that are required to import and disseminate genetic material in its country.