



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



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

Item 9.2 of the Provisional Agenda

ELEVENTH SESSION OF THE GOVERNING BODY

Lima, Peru, 24–29 November 2025

Report of the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System

Executive Summary

The Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System was re-established by the Governing Body at its Ninth Session in New Delhi, India, through Resolution 3/2022, to finalize the enhancement of the functioning of the Multilateral System by the Eleventh Session of the Governing Body. At its Tenth Session, the Governing Body further elaborated the mandate of the Working Group. In particular, it endorsed the proposal of the Working Group to use the “June 2019 draft package” as a starting point for its further work; and it requested the Co-Chairs to give early attention to the three identified “hotspots”: digital sequence information/genetic sequence data (DSI/GSD), expansion of Annex I, and payment structure and rates. It noted that, with a view to making sufficient progress, four formal in-person meetings of the Working Group will be required in the biennium 2024-2025.

The Working Group held four meetings during this biennium, namely: its eleventh meeting from 16 to 18 April 2024, its twelfth meeting from 16 to 19 September 2024 and its thirteenth meeting from 1 to 4 April 2025, all at FAO Headquarters in Rome, Italy. The fourteenth meeting of the Working Group was held from 7 to 11 July 2025 in Lima, Peru.

This document contains the Report of the Working Group to the Eleventh Session of the Governing Body, which was previously published as part of the Report of the fourteenth meeting of the Working Group, including the draft package of measures to enhance the Multilateral System. The draft package of measure consists of a draft Resolution; a revised Standard Material Transfer Agreement; and draft text for an Amendment to Annex I of the International Treaty.

The Working Group reached consensus on a wide range of issues. Unless when [square brackets] are used, provisions of the draft package of measures were agreed *ad referendum*. The Co-Chairs of the Working Group informed the Working Group that the "AGREED AD REF" mark that appeared in previous negotiating texts since 2019 will be removed in the report provided to the Governing Body. The Working Group reiterated the principle that nothing is agreed until everything is agreed.

I. INTRODUCTION

1. The Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System was re-established by the Governing Body at its Ninth Session in New Delhi, India, through Resolution 3/2022, to finalize the enhancement of the functioning of the Multilateral System by the Eleventh Session of the Governing Body.¹

2. The Governing Body noted that while a range of views exist among Contracting Parties on the matter, Contracting Parties commit to working together towards adopting a package of measures to enhance the functioning of the Multilateral System through the process established in the Resolution, with the following shared aims:

- Increase the benefits that arise from the Multilateral System for all Contracting Parties and users, both monetary and non-monetary;
- Increase user-based income to the Benefit-sharing Fund in a sustainable and predictable long-term manner;
- Expand the crops and plant genetic diversity available through the Multilateral System;
- Improve the availability of plant genetic resources for food and agriculture in the Multilateral System;
- Make the Multilateral System more dynamic given that there are developments and emerging issues in science, innovation, plant breeding and global policy environment;
- Create legal certainty, administrative simplicity and transparency for everyone participating in the Multilateral System.

3. The Governing Body decided that the process to enhance the functioning of the Multilateral System will have the following features:

- Be inclusive, regionally and gender balanced and including all stakeholder groups;
- Be open-ended, so that any Contracting Party may attend, provided that speaking rights are limited to a certain number of members;
- Be supported by robust regional or interregional consultations; and
- Be supported by virtual meetings and/or consultations (including hybrid meetings) as well as physical meetings which are held in a transparent manner, while decisions would be made at physical meetings.

4. The Governing Body appointed Mr. Sunil Archak (India) and Mr. Michael Ryan (Australia) as the two Co-Chairs of the Working Group.

5. At its Tenth Session, the Governing Body further elaborated the mandate of the Working Group. In particular, it endorsed the proposal of the Working Group to use the “June 2019 draft package” as a starting point for its further work; and it requested the Co-Chairs to give early attention to the three identified “hotspots”: digital sequence information/genetic sequence data (DSI/GSD), expansion of Annex I, and payment structure and rates.²

6. It noted that, with a view to making sufficient progress, four formal in-person meetings of the Working Group will be required in the biennium 2024-2025.

7. The Working Group had originally been established by the Governing Body at its Fifth Session in 2013.³ It met nine times between 2014 and 2019, once in 2023, and four times between 2024 and 2025.

8. The reports of all previous meetings of the Working Group are available on the website of the International Treaty at www.fao.org/plant-treaty/meetings/en/.

¹ [Resolution 3/2022](#)

² [Resolution 3/2023](#)

³ [Resolution 2/2013](#), Part IV

9. A general overview and summary of relevant background information, as well as an indicative timeline, are available at www.fao.org/plant-treaty/areas-of-work/the-multilateral-system/enhancement-process/en/.

10. This document contains the report of the Working Group on its work undertaken during this biennium and presents the outcomes of its work.

11. The Working Group held four meetings during this biennium, namely its eleventh meeting from 16 to 18 April 2024, its twelfth meeting from 16 to 19 September 2024 and its thirteenth meeting from 1 to 4 April 2025, all at FAO headquarters in Rome, Italy. The fourteenth meeting of the Working Group was held from 7 to 11 July 2025 in Lima, Peru.

II. ENHANCING THE FUNCTIONING OF THE MULTILATERAL SYSTEM: ENSURING AN OPEN AND INCLUSIVE PROCESS

12. The Governing Body has stressed the need for an open and inclusive process for the enhancement of the Multilateral System. It requested the Co-Chairs to allow space and facilitate interactions and consultations for building mutual understanding throughout the process and to organize stakeholder and regional consultations, as appropriate on a regular basis. It also invited the Co-Chairs to seek written inputs or reports from all stakeholder groups.⁴

13. To address the requests made by the Governing Body for the process to enhance the functioning of the Multilateral System, various supportive processes were undertaken. The Co-Chairs organized a number of virtual meetings with the Regions and stakeholder groups throughout the biennium. The meetings of the Working Group were preceded by regional consultations, and a number of regional consultations were also facilitated by the Secretariat.

14. Regions, Contracting Parties and stakeholders were invited to make submissions twice during the biennium, and the Working Group appreciated all written contributions, as these helped advance the negotiations and enabled an open and inclusive process.

15. The Co-Chairs worked with the Meridian Institute to organize an informal consultation, from 13 to 15 December 2024. The informal gathering focused on DSI/GSD, including with regard to mutual supportiveness with the Convention on Biological Diversity and how to address DSI/GSD in the context of the payment options. It also enabled a first initial exchange to inform the discussion on payment rates and thresholds considering various inputs by stakeholder groups and experts.⁵

16. At its twelfth meeting, the Working Group agreed that the Co-Chairs would establish a drafting group, with one representative per Region, to redraft the subscription mechanism to include two payment options, taking into account the criteria and factors provided in its Report.⁶ It also agreed to the establishment of a small group tasked with redrafting text on direct use of plant genetic resources for food and agriculture (PGRFA) in the draft package of measures.⁷

17. At its thirteenth meeting, the Working Group agreed to reconvene the Standing Group of Legal Experts (SGLE).⁸ The mandate and composition of the SGLE were set out in the Terms of Reference contained in IT/OWG-EFMLS-13/25/Report, Appendix 4. The SGLE submitted a report to the Working Group ahead of its fourteenth meeting. The Working Group thanked the SGLE for the high-quality of inputs and advice provided, and requested it to provide further advice on a number of additional issues in support of preparations to the Eleventh Session of the Governing Body.

18. The Co-Chairs provided regular reports to the Working Group on the activities carried out during the intersessional period, including on their regular interactions with Regions and stakeholder groups, as well as the Co-Chairs of other relevant subsidiary bodies of the Governing Body. The Co-Chairs actively

⁴ Resolution 3/2022, Resolution 3/2023.

⁵ Informal meeting on the Enhancement of the Functioning of the Multilateral System: Facilitators' summary - <https://openknowledge.fao.org/server/api/core/bitstreams/a47aea08-b834-4243-ae72-e71fe5b41c09/content>

⁶ Report by the Drafting Group: payment structure - <https://openknowledge.fao.org/server/api/core/bitstreams/e3169032-4583-47dc-a387-d6a3017fcd27/content>

⁷ Report by the Small Group on Direct Use - <https://openknowledge.fao.org/server/api/core/bitstreams/8b286ccd-3a1a-414c-b107-59c6586ba8ab/content>

⁸ IT/OWG-EFMLS- 13/25/Report, para. 14.

participated in the World Seed Congress organized by the International Seed Federation in 2024 and 2025, which enabled them to consult informally with the private seed sector.

III. DEVELOPMENTS IN OTHER FORA

19. The Working Group regularly received updates on recent developments in other relevant fora, in particular with regard to the Convention on Biological Diversity (CBD) and the World Health Organization (WHO), as well developments in relevant subsidiary bodies of the International Treaty.

20. The Secretariat of the CBD provided updates on the developments at the CBD and its Nagoya Protocol at each of the meetings of the Working Group. Such updates provided an opportunity to the Working Group to understand the preparations and outcomes of the sixteenth meeting of the Conference of the Parties to the CBD, held in Cali, Colombia, from 21 October to 1 November 2024, as well as a resumed session held at FAO headquarters from 25 to 27 February 2025. At the thirteenth meeting of the Working Group, Ms. Kathryn Garforth, Secretariat of the CBD, gave a detailed account of the main elements of decision 16/2 on digital sequence information (DSI) and the multilateral mechanism for the fair and equitable sharing of the benefits from the use of DSI on genetic resources including the Cali Fund, as well as with regard to mutual supportiveness and collaboration. She also provided an overview of other relevant decisions, including on resource mobilization and on cooperation with other international organizations. The Working Group expressed its appreciation for the participation of the CBD Secretariat in the enhancement process and the comprehensive updates provided to the Working Group.

21. At its twelfth meeting, the Working Group received a presentation by experts from the CGIAR Research Centers regarding the policy brief they prepared, at the invitation of the Co-Chairs, on the Generation, Use and Sharing of Digital Sequence Information in Crop Improvement. The policy brief was prepared to provide technical input to the Working Group for its discussions and provided details on how DSI/GSD is used in crop improvement, on the different stakeholders that generate and use DSI, and a mapping of the landscape of agriculture related databases with regards to DSI/GSD. The CGIAR representatives also addressed issues such as dematerialisation in the context of PGRFA, the efficiency gains of DSI/GSD in the various plant breeding phases, and the different terms used in the context of DSI/GSD. The Working Group noted that there is need to utilise the information and related knowledge products developed by the CGIAR to assist Contracting Parties of the International Treaty to gain a better understanding of some of the technical issues related to DSI/GSD, and called for the organization of webinars on this area. The Co-Chairs welcomed the policy brief and encouraged the CGIAR to continue working on DSI/GSD issues, particularly on intellectual property rights and DSI/GSD database links to Multilateral System resources. At an informal meeting held on the margins of its thirteenth meeting, the regional spokespersons of the Working Group, stakeholders and observers had an opportunity to listen to a presentation by experts from the CGIAR on “Patent Landscape Report on Inventions Based on PGRFA and Related DSI/GSD – Preliminary Findings.” The Working Group considered the relevance of including a disclosure requirement in patent application in its deliberations on the revised SMTA.

22. The Governing Body, through Resolution 3/2022, underscored the necessity for the Working Group to liaise closely with the Standing Committee on the Funding Strategy and Resource Mobilization (Funding Committee) and with the Compliance Committee. During the biennium, the Working Group closely liaised with the Compliance Committee and the Funding Committee. The Co-Chairs provided a full briefing to the Funding Committee, at its ninth meeting, on the work of the Working Group as well as on the important intersections between such work and that of the Funding Committee. The Secretariat regularly updated the Working Group on the outcomes of the meetings of the Funding Committee, in particular with regard to the development of the financial target for the Benefit-sharing Fund but also on developments regarding non-monetary benefit-sharing and other developments within the Funding Strategy that relate to the enhancement of the Multilateral System. The Secretariat also provided an update on the outcomes of the meeting of the Ad Hoc Technical Experts Group on Farmers’ Rights.

IV. PACKAGE OF MEASURES TO ENHANCE THE FUNCTIONING OF THE MULTILATERAL SYSTEM

23. The Working Group made progress at each of its four meetings during the biennium to prepare the package of measures for the enhancement of the functioning of the Multilateral System. At its eleventh

meeting, the Working Group recalled that the Governing Body, through Resolution 3/2023, endorsed the suggestion of the Working Group to use the “June 2019 draft package” as a starting point for its further work. At that meeting, the Working Group reviewed the main elements and concepts of the “June 2019 draft package” and provided several specific suggestions to the Co-Chairs for updating the draft package to prepare a negotiating text for the twelfth meeting of the Working Group.

24. The Co-Chairs introduced their proposal for a draft package of measures to enhance the functioning of the Multilateral System to the Working Group, at its twelfth meeting. The Working Group undertook a first reading of the Co-Chairs proposal and agreed to use it as the basis for further work. The Working Group identified a few areas requiring intersessional preparatory work before the thirteenth meeting. In addition, the Working Group made requests for improvements in various provisions of the draft package of measures. At its thirteenth meeting, the Co-Chairs introduced their proposal to address the improvements requested by the Working Group. The draft package of measures, as revised by the Working Group at its thirteenth meeting, is available in the Report of that session.⁹ It was used by the Working Group, at its fourteenth meeting, to prepare its proposal to the Governing Body.

25. The three hotspots identified by the Governing Body, at its Tenth Session, which required early attention by the Group, were: digital sequence information/genetic sequence data (DSI/GSD), expansion of Annex I, and payment structure and rates. The Working Group noted the interconnectedness of the three hotspots and the challenge of finalizing a package of measures addressing them in a balanced manner.

26. The work during the biennium has built on the “June 2019 draft package” to improve the balance between the hotspots. This includes additional safeguards in the context of the Amendment to Annex I and better articulation of support for national implementation; new language for DSI/GSD and how benefit-sharing payments from commercialization of PGRFA could meet expectations for benefit-sharing from the use of DSI/GSD; and clear elaboration of the payment structure within the SMTA.

27. On DSI/GSD, the Working Group used the “June 2019 draft package” as a starting point. It agreed to work on the possibility of developing a specialized approach for DSI/GSD on PGRFA under the International Treaty, while considering relevant developments in other relevant fora, to ensure mutual supportiveness. It also agreed that any solution should not restrict facilitated access to PGRFA or open access to DSI/GSD on PGRFA and should seek to exclude double payments by users. The Working Group benefited from regular updates from the CBD Secretariat on relevant processes on DSI under the CBD as well as from the policy brief prepared by the CGIAR. The informal consultation facilitated by the Meridian Institute was also an important milestone for this hotspot.

28. In developing an approach to DSI/GSD, the Working Group focused on the draft Resolution, covering the importance of DSI/GSD for the objectives of the International Treaty, non-monetary benefit-sharing, modalities to meet expectations for monetary benefit-sharing, databases, availability of information, and mutual supportiveness. It explored the possibility of, but did not reach consensus on, addressing DSI/GSD in the revised SMTA and discussed draft text for the Preamble and Articles 6.2 BIS, 6.10 BIS and 6.12 of the revised SMTA. It reiterated that any proposals that address DSI/GSD within the Treaty should aim at being mutually supportive with the Multilateral Mechanism under the CBD, including to avoid duplicative payments.

29. At its eleventh meeting, the Working Group generally supported an expansion of the list contained in Annex I, as one element of the package of measures, with relevant safeguards. The Working Group considered that the amendment text contained in the “June 2019 draft package” was a compromise linked to compromises on other elements of that package. The Working Group agreed to continue to work towards an expansion covering all PGRFA in ex situ collections, under the management and control of Contracting Parties and in the public domain, under the condition that robust safeguards could be included in a manner that would address the concerns of all Regions, and that user-based income to the Benefit-sharing Fund would increase in a sustainable, predictable and long-term manner.

30. At its twelfth meeting, the Working Group supported the inclusion of specific different safeguards in the draft package of measures, with emphasis on the sovereign rights and sovereign decision-making of Contracting Parties, as an important step to build consensus towards an expansion covering all PGRFA in ex

⁹ Report of the Thirteenth Meeting of the Ad Hoc Open-Ended Working Group To Enhance the functioning of the Multilateral System - <https://openknowledge.fao.org/server/api/core/bitstreams/406e5305-d484-46e1-b45f-fa7924e6e59b/content>

situ collections, under the management and control of Contracting Parties and in the public domain. The Working Group recognized the importance of maintaining a balance between the expansion of the coverage of the Multilateral System and income generated to the Benefit-sharing Fund. At its thirteenth and fourteenth meetings, the Working Group added a number of improvements to the Resolution regarding the amendment of Annex I, in particular with regard to national sovereignty, the focus on ex situ collections, the need to support National Focal Points and to support implementation of the Amended Annex I. At its fourteenth meeting, the Working Group took into account the advice from the SGLE to improve the text of the Amendment and revised the text for the draft Resolution.

31. Noting the interconnectedness and different views on how to balance the three hotspots, the Working Group recognised that agreement on the expansion of Annex I is dependent on consensus on the entire package, but especially payment structure and rates. There remain different views on the text for the Amendment that should be adopted as part of the enhancement process. These views include but are not limited to, the need to maintain or delete paragraph 3 and whether to provide additional flexibility with regard to PGRFA coverage and modalities for exclusion/inclusion. In this context, the Working Group took note of, but did not reach consensus on, a proposal to support a significant expansion of coverage, while allowing Contracting Parties to declare any number of specific species that they will not make available to the Multilateral System. Some Regions emphasized the importance of being clear in the proposed amendment text that any declaration of exclusion pursuant to Art. 1.2 of the amendment text shall not include any crops listed in the current Annex I, and the need to reflect this matter also in the draft Resolution.

32. On payment structure and rates, guided by the shared aims contained in Resolution 3/2022, the Working Group strongly supported the subscription option. The Working Group also considered that the subscription option may meet the expectations for monetary benefit-sharing from the use of DSI/GSD on PGRFA. The Working Group also considered a partial subscription and the single access option, which was strongly supported by some Members, and reflected on the possible effects of combining the options. Nevertheless, consensus was not reached on the modalities of payment.

33. The Working Group received presentations and updates on sales and profitability within the seed sector by an independent expert. The Working Group received regular updates on the work of the Funding Committee.

34. At its twelfth meeting, the Working Group agreed that the Co-Chairs would establish a drafting group to work on the payment structure in the revised SMTA. The Drafting Group provided its report to the thirteenth meeting of the Working Group, and recommended keeping the payment structure of the enhanced Multilateral System simple and clear. In order to attract as broad a range of users as possible, the drafting group suggested including several payment options in the revised STMA, including a subscription option and a single access option. The Drafting Group also provided recommendations to the Co-Chairs on drafting a proposal for the negotiating text.

35. Based on these inputs, the Working Group explored a subscription option, a partial subscription option, and a single access option for the revised SMTA. Under the single access option, the Working Group explored a potential early payment option.

36. The payment structure contemplates two rates within the subscription option (as contained in Annex 2 of the SMTA), a rate for Article 6.7, and another rate for Article 6.8 (as contained in Annex 4 of the SMTA). In addition, the subscription option contemplates a threshold under which no payments are required (as contained in Annex 2 of the SMTA), which targets not only small companies but also public institutions and family farmers. All payments would be mandatory under the revised SMTA, with a reduced payment rate for subscribers whose portfolio only contained products available without restrictions.

37. There remain a range of views on the payment options that should be adopted as part of the enhancement process. The Working Group decided to finalize the proposal for each option but to bracket all of them for further consideration and decision-making at the Governing Body.

38. A broad range of views were expressed on setting the rates for these payment options, as well as for the threshold for exemption from payment. Discussions reflected views about the importance of seeking to ensure income to the Benefit-sharing Fund met the level of resourcing needed for conservation of PGRFA as well as setting rates at levels that would ensure the broadest base of users for generating user-based income.

39. The Working Group agreed that the relative ranking of the rates from low to high would be: rate for Subscription for Subscribers who only commercialize products that are available without restriction (Article 3.3 of Annex 2 of the SMTA); rate for Subscription for all other Subscribers (Article 3.2 of Annex 2 of the SMTA), rate for Article 6.8, rate for Article 6.7 (Paragraphs 1 and 2 of Annex 4 of the SMTA).

40. The following concrete rates were suggested:

Subscription 6.11 (full)* payment basis Sales on all PGRFA	Subscription 6.11 (partial)*	Single access 6.7	Single access 6.8
0.15 %		1.5 %	0.8 %
0.1 %		2.5 %	1 %
0.1 %	0.2 %	1.5 %	0.15 %
		0.77 %	0.5 %
0.01 %		1 %	0.1 %
0.015 %	0.03 %	1 %	0.1 %

*Some suggested Subscription rates were on the basis of material available without restriction; some suggested Subscription rates were on the basis of material available with restriction.

41. The Working Group considered the threshold for exemption from payments under the subscription option. The following thresholds were suggested:

Threshold: yearly Sales of less than:
USD 10 million per year
USD 15 million per year
USD 50 million per year

42. The Co-Chairs regularly reviewed the possible implications for Farmers' Rights across the three hotspots and identified that nothing in the package of measures should be interpreted as restricting Farmers' Rights. The draft Resolution contains language to this effect.

43. The Working Group recognized the potential of addressing the direct use issue. At its twelfth meeting, the Working Group agreed to establish a small group tasked with redrafting text on direct use of PGRFA in the package of measures. It recognized the potential value of addressing the issue of direct use to tackle food security issues, considering technical and policy issues. The results and findings of the Direct Use Group are available in the document, IT/OWG-EFMLS-13/25/4/Inf.2.

44. The Direct Use Group noted that since the SMTA was adopted in 2006, there has been growing demands on the part of agricultural research, civil society and farmer organizations to reintroduce the previous standard process to experiment with materials from national and international genebanks, to see if they perform well and to scale up 'direct use in production' of those materials, including potentially, commercial production, in the event that they do perform well. This interest appears to be increasing in recent years.

45. The Direct Use Group confirmed the understanding in the context of the International Treaty that characterization and evaluation of material accessed from the Multilateral System is "research" under Article 12.3a of the International Treaty and Article 6.1 of the SMTA. The Direct Use Group agreed that it would be better to approach the issue by promoting a broader understanding/interpretation of the definition of "Product" under Article 2 of the SMTA; specifically, interpreting the phrase "PGRFA that incorporate the Material" to include PGRFA that incorporate nothing but the Material.

46. According to the report of the Direct Use Group, what appears to be the predominant interpretation of “Product” in the current SMTA is unnecessarily narrow. “Product” can be interpreted in a more expansive manner. There is nothing in the SMTA or the International Treaty to preclude an interpretation of “Product” to include products that incorporate only, that is to say, nothing but, the Material previously received under the SMTA. This interpretation was also provided by the SGLE in its advice given in the document, IT/OWG-EFMLS-14/25/5/Inf.1.¹⁰

47. Besides potential additional monetary benefit-sharing, the Direct Use Group noted that the benefits of the wider interpretation include the possibility for countries with low capacity for research and breeding to use the material in the Multilateral System with legal certainty; generally wider use of the materials to support food security through access to a wider diversity of material; and use of the material in crop diversification, integration of new crops better adapted to changes arising from climate change, contribution to conservation of genes and genotypes through wider use of Multilateral System materials outside of genebanks.

48. At the fourteenth meeting, the Working Group noted, in the context of increasing demand for direct use, that addressing this matter has the potential to contribute to the enhancement of the Multilateral System, but in light of the SGLE advice decided that no further action was required.

49. The package of measures prepared by the Working Group for the consideration of the Governing Body at its Eleventh Session is contained in Annex 1. This includes a draft Resolution, a revised Standard Material Transfer Agreement, and text for an amendment of Annex I of the International Treaty.

¹⁰ [IT/OWG-EFMLS-14/25/5/Inf.1](#), page 13.

Annex 1

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

THE GOVERNING BODY,

Recalling Article 1 of the International Treaty;

Recalling that, in furtherance of these objectives, the International Treaty establishes a Multilateral System of Access and Benefit-sharing (Multilateral System);

Recalling that Article 10.2 of the International Treaty stipulates that in the exercise of their sovereign rights, Contracting Parties agreed to establish an efficient, effective, and transparent Multilateral System, both to facilitate access to plant genetic resources for food and agriculture (PGRFA), 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;

Recognizing that a fully functional, user-friendly and simple Multilateral System is central for the functioning and success of the International Treaty;

Recognizing that the Multilateral System, while functioning, with regard to the availability and transfer of PGRFA, the sharing of monetary and non-monetary benefits, and contributing to reaching the objectives of the International Treaty, is not meeting all expectations;

Recalling Resolutions 2/2013, 1/2015 and 2/2017, by which the Governing Body established, and subsequently extended the mandate of, the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System of Access and Benefit-sharing (the “Working Group”);

Recalling Resolution 3/2022, by which the Governing Body decided to re-establish the Working Group to finalize the enhancement of the functioning of the Multilateral System by the Eleventh Session of the Governing Body, through the process established in the Resolution, with the following shared aims:

- Increase the benefits that arise from the Multilateral System for all Contracting Parties and users, both monetary and non-monetary;
- Increase user-based income to the Benefit-sharing Fund in a sustainable and predictable long-term manner;
- Expand the crops and plant genetic diversity available through the Multilateral System;
- Improve the availability of PGRFA in the Multilateral System;
- Make the Multilateral System more dynamic given that there are developments and emerging issues in science, innovation, plant breeding and global policy environment;
- Create legal certainty, administrative simplicity and transparency for everyone participating in the Multilateral System.

Recalling Resolution 3/2023, by which it further refined the mandate of the Working Group and requested the Co-Chairs to give early attention to the three identified “hotspots”: digital sequence information/genetic sequence data, expansion of Annex I, and payment structure and rates;

Having considered the report of the Working Group on the results of its work, and particularly the results of the fourteenth meeting that included the draft revised Standard Material Transfer Agreement, proposed by the Working Group, and a draft text for amending Annex I of the International Treaty;

Thanking the Working Group for its productive work and constructive spirit, *noting* the work across several biennia;

Further thanking the Co-Chairs for their commitment and able guidance, which facilitated the successful conclusion of the tasks it requested from the Working Group, *noting* the work across several biennia;

Revised Standard Material Transfer Agreement

1. **Recalls** that under Article 12.4 of the International Treaty, facilitated access to PGRFA in the Multilateral System shall be provided pursuant to a Standard Material Transfer Agreement;
2. **Recalls** that the terms of the Standard Material Transfer Agreement should be attractive to both providers and recipients of PGRFA, in order to encourage their participation in the Multilateral System, and *notes* that the Standard Material Transfer Agreement shall be in conformity with Articles 12.3a, 12.3d, 12.3g, 13.2d(ii), and other relevant provisions of the International Treaty, be effective, and should ensure the efficient and transparent implementation of the Multilateral System;
3. **Adopts** the revised Standard Material Transfer Agreement as contained in *Appendix 1* to this Resolution (Revised SMTA);
4. **Decides** that the Revised SMTA replaces the current Standard Material Transfer Agreement as of 1 July 2026;
5. **Further decides** that a Provider and a Recipient who signed or accepted a Standard Material Transfer Agreement before 1 July 2026 may jointly agree on replacing such Standard Material Transfer Agreement with the Revised SMTA, and *invites* them to do so, *recognizing* that any Standard Material Transfer Agreement signed or accepted before 1 July 2026 otherwise remains in force [to the extent it is consistent with the Revised SMTA];
6. **Decides** that the subscription option under the Revised SMTA will be open as of 1 July 2026 and that, until the amendment of Annex I of the International Treaty enters into force, facilitated access under the subscription option is provided to the PGRFA listed in the current Annex I of the International Treaty and to all other PGRFA made available under the terms and conditions of the Multilateral System, and payments under the subscription option will be calculated based on the PGRFA listed in the current Annex I until the amendment of Annex I of the International Treaty enters into force;
7. **Recognizes** the importance of the Multilateral System to enable access to PGRFA to a wide range of users, in particular family farmers, indigenous and local communities, small plant breeding companies and public institutions, as reflected by the introduction in the Revised SMTA of a threshold of yearly sales of PGRFA, under which a recipient will not be required to make payments under the subscription option;
8. **Recalls** that pursuant to Article 15 of the International Treaty, CGIAR Research Centers and other international institutions have signed a number of agreements with the Governing Body, agreeing to provide Annex I materials in accordance with Part IV of the International Treaty and provide current non-Annex I materials subject to guidance from the Governing Body;
9. **Recalling** that at its Second Session the Governing Body endorsed that interpretative footnotes or series of footnotes would be included to relevant provisions of the Standard Material Transfer Agreement for transfers of non-Annex I material collected before the entry into force of the International Treaty to be used by CGIAR Research Centers, *confirms* that CGIAR Research Centers and other Article 15 institutions should start using the Revised SMTA as of 1 July 2026, for the distribution of all materials under the Multilateral System, and *appeals* to Contracting Parties and other governments, especially host countries, to facilitate the implementation of Article 15 Agreements, in particular their ability to exchange and transfer PGRFA under the International Treaty;
10. **Recognizes** that the Revised SMTA is not [intended to limit][limiting] the rights of farmers, subject to national law and as appropriate, to save, use, exchange and sell farm-saved seed/propagating material;

11. **Recalls** Article 12.3d of the International Treaty, which provides that Recipients shall not claim any intellectual property or other rights that limit the facilitated access to the PGRFA, or their genetic parts or components, in the form received from the Multilateral System [and decides to extend application of the provision, *mutatis mutandis*, to DSI/GSD derived from PGRFA, or any parts thereof];
12. *[Notes][Welcomes]* the adoption of the WIPO Treaty on Intellectual Property, Genetic Resources and Associated Traditional Knowledge (WIPO Treaty), and *notes* that the Multilateral System of the International Treaty is mentioned in Article 2 of the WIPO Treaty as an example of a “source of genetic resources” [that a patent applicant may have to disclose under Article 3[.1(b)] of the WIPO Treaty [(“disclosure requirement”)]];
13. **Invites** patent applicants to disclose the Multilateral System as the source of the PGRFA on which the claimed invention in their patent application is based, where applicable;
14. **Notes** that the Revised SMTA does not alter the rights, roles and responsibilities of the third party beneficiary and *invites* the Food and Agriculture Organization of the United Nations, as the third party beneficiary, to continue to carry out the roles and responsibilities, as identified and prescribed in the revised Standard Material Transfer Agreement, under the direction of the Governing Body, in accordance with the procedures adopted by the Governing Body through Resolution 5/2009;
15. **Requests** the Secretary to publicize the adoption and to promote the implementation of the Revised SMTA including through provision of technical support and background information as well as through communication efforts for various users, including international, regional or national capacity-building workshops, subject to the availability of financial resources;
16. **Appreciates** there are limits to the ability of national and international genebanks and, as highlighted in the statement issued by CGIAR Research Centers upon signature of their Article 15 agreements in 2006, CGIAR Research Centers, to respond to large requests covering a broad range of materials;
17. **Urges** Contracting Parties to the International Treaty, as well as institutions that have concluded agreements with the Governing Body under Article 15 of the International Treaty, to take measures necessary for the implementation of the Revised SMTA as contained in *Appendix 1* to this Resolution;
18. **Invites** Contracting Parties to provide facilitated access to PGRFA pursuant to the Revised SMTA both to recipients based in their territories and recipients based in other countries;
19. **Requests** the Secretary of the International Treaty to monitor the implementation and operation of the Revised SMTA as contained in *Appendix 1* to this Resolution, in particular the new subscription option, with a view to provide a comprehensive report on progress to the Governing Body at each subsequent Session;
20. **Recalling** Article 11.3 of the International Treaty, *encourages* natural and legal persons who hold PGRFA to include such PGRFA in the Multilateral System;
21. **Requests** the Standing Committee on the Funding Strategy and Resource Mobilization to consider possible criteria for allocation of funds by the Benefit-sharing Fund, including possible incentives to support the implementation of the enhanced Multilateral System;
22. **Recalling** Article 18.4 of the International Treaty and further *recalling* with appreciation the voluntary contributions made by Contracting Parties to the Benefit-sharing Fund in the past, *invites* Contracting Parties in a position to do so, especially Contracting Parties that are developed countries, as well as the private sector, NGOs and other sources, at their earliest opportunity, to make contributions to the Benefit-sharing Fund as an important trust building measure in light of the enhancement of the Multilateral System;
23. **Encourages** recipients to make voluntary contributions to the Benefit-sharing Fund, as an important sign of support to the International Treaty and its objectives;
24. **Requests** the Secretary of the International Treaty to inform the Governing Body on the state of the contributions done;

Amendment of Annex I

25. ***Recalls*** that pursuant to its Article 3, the International Treaty relates to PGRFA and that, for the purposes of the International Treaty, these are defined under Article 2 as any genetic material of plant origin that is of actual or potential value for food and agriculture;
26. ***Recalls*** that in their relationships with other States, the Contracting Parties recognize the sovereign rights of States over their own PGRFA, including that the authority to determine access to those resources rests with national governments and is subject to national legislation, as provided for in Article 10.1 of the International Treaty;
27. ***Decides*** to adopt the amendment to Annex I of the International Treaty as contained in *Appendix 2* to this Resolution, in accordance with Articles 23 and 24 of the International Treaty (the Amended Annex I);
28. ***Requests*** the Secretary to report the Amended Annex I to the Council of FAO;
29. ***Decides*** that the Governing Body acts as the Governing Body for the Amended Annex I, comprising the Contracting Parties that have ratified, accepted or approved the Amended Annex I;
30. ***Considering*** that the Amended Annex I contains several safeguards, including, in particular, the option for Contracting Parties to make a declaration of exclusion for reasons of national sovereignty, *[decides that the Benefit-sharing Fund should not support projects related to excluded species in Contracting Parties that have excluded those species]*;
31. ***Calls upon*** Contracting Parties to exercise restraint in making a declaration of exclusion of species under the Amended Annex I;
32. ***Notes*** that the Amended Annex I is exclusively limited to PGRFA in *ex situ* collections, under the management and control of Contracting Parties and in the public domain;
33. ***Recalling*** that in their relationships with other States, the Contracting Parties recognize the sovereign rights of States over their own PGRFA, and that determining what material a Contracting Party will make available in the Multilateral System is a matter of national sovereignty, *encourages* Contracting Parties to progress implementation of the Amended Annex I by regularly providing a list of material they have made available in the Multilateral System to the Secretary for publication;
34. *[Noting that decisions by Contracting Parties in exercise of their national sovereignty not to include species in the Multilateral System shall not affect the rights and obligations of any other Contracting Party related to the species.]* nor those of the International Agricultural Research Centres or other International Institutions that concluded an agreement with the Governing Body under Article 15 of this Treaty;
35. ***Recalling*** that the list of PGRFA in the current Annex I to the International Treaty contains exemptions, limitations and exclusions, *notes* that the Amended Annex I also covers those PGRFA that were previously excluded or exempted;
36. ***Encourages*** all Contracting Parties to consider ratifying, accepting or approving the Amended Annex I as soon as possible to allow for its timely entry into force, *recognizing* that the responsibility for identifying the PGRFA that are available under the Multilateral System rests with national governments;
37. ***Invites*** Contracting Parties who avail themselves of the right to make a declaration of exclusion of species under the Amended Annex I to consider eliminating PGRFA from their declaration of exclusion whenever possible and communicate such decision to the Secretary, and *requests* the Secretary to make the declarations of exclusion as well as their updates publicly available;
38. *[Requests Contracting Parties which are making a declaration of exclusion to state clear reasons for any exclusion, which may include, inter alia, pre-existing legal restrictions, socio-economic or cultural reasons, bearing in mind food security and interdependence;]*
39. *[Recalling that under Article 12.3h of the International Treaty Contracting Parties agree that access to PGRFA found in in situ conditions will be provided according to national legislation or, in the absence of such legislation, in accordance with such standards as may be set by the Governing Body, encourages Contracting Parties to consider providing access according to the terms and conditions of the Multilateral System to PGRFA found in in situ conditions, as appropriate;]*

40. **Invites** Contracting Parties, pending entry into force of the Amended Annex I, to make available under the terms and conditions of the Multilateral System [the full extent of] their PGRFA that are under their management and control and in the public domain and found in *ex situ* collections;
41. **Requests** the Secretary to promote the ratification, acceptance or approval of the Amended Annex I including through communication efforts and the provision of background information to Contracting Parties and others, to support or facilitate timely ratification, acceptance or approval by as many Contracting Parties as possible;
42. **Requests** the Secretary to publish background information that may assist Contracting Parties in the ratification, acceptance or approval and implementation of the Amended Annex I taking into account, *inter alia*, the study “The Plants that Feed the World”;
43. **Requests** the Secretary to provide and make publicly available a list of PGRFA that are being made available under the Amended Annex I, in its regular reports to the Governing Body on the implementation and operations of the Multilateral System;
44. **Requests** the Secretary to support Contracting Parties when implementing the Amended Annex I of the International Treaty at national level, including by providing practical advice to National Focal Points;
45. **Invites** the Director General of FAO to inform the FAO Conference about the Amended Annex I and to promote its ratification, acceptance or approval by Members that are Contracting Parties of the International Treaty;

Digital sequence information/genetic sequence data on PGRFA

46. **Recalls** Resolution 16/2022, in which it noted that it had not yet decided on the official terminology for digital sequence information/genetic sequence data and therefore uses “DSI/GSD” until new terminology is agreed;
47. **Recognizes** the important role of digital sequence information/genetic sequence data (DSI/GSD) on PGRFA in conserving and sustainably using these resources;
48. **Acknowledges** the FAIR data management principles (findable, accessible, interoperable, reusable) and their respective subprinciples[, the CARE principles (collective benefit, authority to control, responsibility, and ethics) and the TRUST principles (transparency, responsibility, user focus, sustainability, and technology), as well as the recommendations set out in section 3 of the UNESCO Recommendation on Open Science 2021];
49. **Affirms** the importance of open access to DSI/GSD and the value of findable links between such data and PGRFA in the Multilateral System[as well as accountability of databases sharing DSI/GSD on PGRFA under the International Treaty and its Contracting Parties];
50. **Encourages** users of the Multilateral System to make DSI/GSD available and to identify the Multilateral System as a source, where appropriate[, and to identify the Provider as the source of the PGRFA];
51. **[Invites]/[Encourages]** entities operating databases that make DSI/GSD on PGRFA publicly available, to offer a possibility to those submitting such data to be able to identify the Multilateral System as the source of such genetic resources from which the DSI/GSD was derived[, where appropriate][, and to be able to identify the Provider as the source of the PGRFA];
52. **Reaffirms** that monetary and non-monetary benefits arising from the use of PGRFA under the Multilateral System shall be shared fairly and equitably, as provided for in Article 13.2 of the International Treaty;
53. **Notes** the expectations for [monetary and non-monetary] benefit-sharing from the use of DSI/GSD on PGRFA [in the Multilateral System][associated with material in the Multilateral System];
54. **Invites** Contracting Parties[, especially developed country Contracting Parties][in a position to do so] and the CGIAR Research Centers and other Art. 15 institutions to provide resources and support to build capacities in the access to and generation and use of DSI/GSD on PGRFA;

55. *[Acknowledges* that benefit-sharing payments under the subscription option of the revised SMTA address any expectations for monetary benefit-sharing from the use of DSI/GSD on PGRFA [and the same applies for payments under the single access option];]
56. *Affirms* that the Multilateral System will continue to be implemented in a mutually supportive manner with other relevant international instruments, including on aspects relating to DSI/GSD [and in a non-duplicative manner][and subject to national legislation];
57. *Acknowledges* decisions 15/9 and 16/2 of the Conference of the Parties to the Convention on Biological Diversity (CBD);
58. *Requests* the Secretary to continue efforts to follow processes under other relevant international instruments, especially the CBD and its Nagoya Protocol, concerning DSI/GSD, and to report to the next Session of the Governing Body, and to continue to collaborate with the secretariats of other relevant instruments, within their respective scope;
59. *[Requests* the Secretary to develop a portal within the information system established under Article 17 of the International Treaty for sharing DSI/GSD from PGRFA coming from the Multilateral System and related protocols.]

Implementation and review of the enhanced Multilateral System

60. *Decides* to review, at its Fourteenth Session in 2031, the status of (1) ratifications, acceptances or approvals to the Amended Annex I; (2) the amount of user-based income and voluntary contributions accruing to the Benefit-sharing Fund; (3) the number of subscribers [and which payment options they chose]; (4) availability of and access provided to material within the Multilateral System; [(5) the number of SMTAs signed and accessions transferred under the single access option;]
61. *Decides* [that it [may] extend[s]] the review period, should the review show that implementation of the enhancement package is making substantial progress;
62. If the period is not extended, *decides* to [take][consider] the following actions:
- i. [Give Subscribers the option to (1) withdraw from their Subscription with immediate effect and revert to [Single Access under Articles 6.7 and 6.8 of the Standard Material Transfer Agreement adopted by Resolution [XX]/2025][the single access under Articles 6.7 and 6.8 of the SMTA adopted by Resolution 1/2006]; or to (2) voluntarily continue their Subscriptions. In order to avoid double payment, any amounts paid by the Subscribers that select option (1) shall be credited towards any future payments they may incur under Articles 6.7 and 6.8.]
 - [i. ALT [Payments under Article 6.8 of the Standard Material Transfer Agreement adopted by Resolution [XX]/2025 become voluntary. Subscribers have the option to (1) withdraw from their Subscription with immediate effect and revert to Single Access under Articles 6.7 and 6.8 of the Standard Material Transfer Agreement adopted by Resolution [XX]/2025; or to (2) voluntarily continue their Subscriptions. In order to avoid double payment, any amounts paid by the Subscribers that select option (1) shall be credited towards any future payments they may incur under Articles 6.7 and 6.8.]
 - ii. [Maintain Subscription as an option in the SMTA and allow new recipients to subscribe.][No new subscriptions will be possible.]
 - iii. [Consider the possibility that the Contracting Parties that have ratified the Amended Annex I may make[, within a specified period of time,] additional declarations regarding species that they will not make available under the terms and conditions of the Multilateral System.]
 - iv. Other actions as appropriate[, guided by the analysis report on progress].
63. *Decides* that income generated through the subscription option is to be paid into the Benefit-sharing Fund. As a transitional measure and without prejudice to future allocation of funds available under the Benefit-sharing Fund, 50% of this income is to be utilized to support projects in Contracting Parties that are developing countries or countries with economies in transition that would have ratified, accepted or approved

the Amended Annex I, or that notified material available under the Multilateral System. The remaining amount is to be held in the Benefit-sharing Fund for utilization in a future project cycle as soon as the Amended Annex I enters into force, or as otherwise decided by the Governing Body;

64. **Decides** that it may extend the period for giving effect to this package of measures should the review mentioned above show that the entry into force of the Amended Annex I is within reach in order to allow for more Contracting Parties to complete national ratification, acceptance or approval processes;

65. **Requests** the Secretary to submit a progress report on the number of ratifications, acceptances or approvals of the Amended Annex I and respective declarations and on income generated to the Benefit-sharing Fund through the Revised SMTA at each Session of the Governing Body;

66. **Decides** to reconvene the *Ad Hoc* Technical Advisory Committee on the Multilateral System and the Standard Material Transfer Agreement during the biennium 2026-2027 to provide advice on the implementation of the enhanced Multilateral System, including (1) on Article 12.3d of the International Treaty, (2) on the term “all other plant genetic resources for food and agriculture”, and (3) on Article 12.3a of the International Treaty in relation to multiple-use crops (food and non-food).

Appendix 1 to the draft Resolution

REVISED STANDARD MATERIAL TRANSFER AGREEMENT

PREAMBLE

WHEREAS

The International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as “the **Treaty**”¹¹) 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 [and 13.2] of the **Treaty** are borne in mind;

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

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

[Resolution [XX]/2025 of [XX] of November 2025 adopted the revised Standard Material Transfer Agreement, and addresses specific aspects related to information, which may include any types of data generated from research, sequencing, breeding and use of the **Material** accessed in the **Multilateral System** in particular paragraphs 47, 48, 49, 50, 52, 54, 55, and 56*, implementation and review of the enhanced **Multilateral System**.]

**pending discussions on draft Resolution*

[ALT Resolution [XX]/2025 of [XX] of November 2025 adopted the revised Standard Material Transfer Agreement, and addresses specific aspects related to information, including digital sequence information/genetic sequence data on **Plant Genetic Resources for Food and Agriculture**, implementation and review of the enhanced **Multilateral System**.]

¹¹Defined terms have, for clarity, been put in bold throughout.

ARTICLE 1 — PARTIES TO THE AGREEMENT

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

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:

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

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

“**Available without restriction**”: 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**.

“**Commercialize**” means to sell **Plant Genetic Resources for Food and Agriculture** for monetary consideration on the open market, and “**commercialization**” has a corresponding meaning. **Commercialization** shall not [include any form of transfer of **Plant Genetic Resources for Food and Agriculture under Development**, nor shall it] include the sale of commodities.

[“**Completion of initial research**” means that laboratory analyses, field studies, or any other research activities necessary to determine the utility of the **Material** or its components obtained from the **Multilateral System** has been conducted and finalized.]

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

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

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

* *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.

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

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

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

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

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

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

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

“**Product**” means **Plant Genetic Resources for Food and Agriculture** that incorporate¹² the **Material** or any of its genetic parts or components that are ready for **commercialization**, excluding commodities and other products used for food, feed and processing.

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

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

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

ALT “**Sales**” includes both the gross income received by the **Recipient** and its **affiliates** [and licensees] from **commercialization** and the income received in the form of license fees for **Plant Genetic Resources for Food and Agriculture**.

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

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

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

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

“**Subsequent Recipient**” is the person or entity that receives the **Material** from the **Recipient**.

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

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

¹² As evidenced, for example, by pedigree or notation of gene insertion.

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

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**.¹³

4.3 The parties to **this Agreement** agree that the Food and Agriculture Organization of the United Nations acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**, is the **Third Party Beneficiary** under **this Agreement**.

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

4.5 The rights granted to the Food and Agriculture Organization of the United Nations above do not prevent the **Parties** to **this Agreement** 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;

¹³ In the case of the International Agricultural Research Centres of the CGIAR and other international institutions, the Agreement between the **Governing Body** and the CGIAR International Agricultural Research Centres or other relevant institutions will be applicable.

- e) The **Provider** shall inform the **Governing Body**, through its Secretary, at least once every two calendar years, or within an interval that shall be, from time to time, decided by the **Governing Body**, about the Material Transfer Agreements entered into,¹⁴

either by:

Option A: Transmitting a copy of the completed Standard Material Transfer Agreement,¹⁵

or

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

- i. ensuring that the completed Standard Material Transfer Agreement is at the disposal of the **Third Party Beneficiary** as and when needed;
- ii. stating where the Standard Material Transfer Agreement in question is stored, and how it may be obtained; and
- iii. providing the following information:
 - a) The identifying symbol or number attributed to the Standard Material Transfer Agreement by the **Provider**;
 - b) The name and address of the **Provider**;
 - c) The date on which the **Provider** agreed to or accepted the Standard Material Transfer Agreement, and in the case of shrink-wrap, the date on which the shipment was sent;
 - d) The name and address of the **Recipient**, and in the case of a shrink-wrap agreement, the name of the person to whom the shipment was made;
 - e) The identification of each accession in Annex 1 to the Standard Material Transfer Agreement, and of the crop to which it belongs.

This information shall be made available by the Secretary to the **Third Party Beneficiary**. Unless the parties to **this Agreement** agree otherwise and except as may be required in the context of the settlement of disputes under Article 8 of **this Agreement**, such information shall be treated as confidential business information and shall only be used to develop aggregated reporting.

ARTICLE 6 — RIGHTS AND OBLIGATIONS OF THE RECIPIENT

Editorial comment: Article numbers for “6.11”, “6.11bis”, “6.11ter”, and “6.7/6.8” have been kept, because they are commonly used to describe the payment options and concepts of the current SMTA and have become synonymous

¹⁴ This information should be submitted by the Provider to:

The Secretary
 International Treaty on Plant Genetic Resources for Food and Agriculture
 Food and Agriculture Organization of the United Nations
 I-00153 Rome, Italy
 Email: ITPGRFA-Secretary@FAO.org

or through EasySMTA: <https://mils.planttreaty.org/itt/>.

¹⁵ In the event that the copy of the completed Standard Material Transfer Agreement that is transmitted is shrink-wrap, in accordance with Article 10, Option 2 of the Standard Material Transfer Agreement, the **Provider** shall also include information as to (a) the date on which the shipment was sent, and (b) the name of the person to whom the shipment was sent.

for the subscription option and the single access option, respectively. These articles will be re-numbered only before finalization.

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

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

[[6.2 BIS][6.10 BIS] In the case that the **Recipient** applies for a patent [or plant breeders rights] over an invention based on the **Material** [or DSI/GSD received from the **Material**], the **Recipient** shall disclose the [Material and its] source in its patent [or plant variety protection] application[, subject to applicable law].]

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

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

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

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

6.5 In the case that the **Recipient** transfers a **Plant Genetic Resource for Food and Agriculture under Development** to another person or entity, until a period of [twelve][twenty] years after signing or accepting of **this Agreement** has lapsed, the **Recipient** shall:

- a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new Standard Material Transfer Agreement, provided that Article 5a of the Standard Material Transfer Agreement shall not apply;
- b) identify, in Annex 1 to the new Standard Material Transfer Agreement, the **Material** received from the **Multilateral System**, and specify that the **Plant Genetic Resources for Food and Agriculture under Development** being transferred are derived from the **Material**;
- c) notify the **Governing Body**, in accordance with Article 5e; and
- d) have no further obligations regarding the actions of any **subsequent recipient**.
- e) [The obligations in this Article 6.5 do not apply to **Plant Genetic Resources for Food and Agriculture under Development**, for which both of the following applies: does contain a genetic contribution of less than 12.5% by pedigree of the **Material** and does not contain a **trait of commercial value** that was contributed by the **Material**.]

[ALT 1 After a period of [twelve] [twenty] years after signing or accepting of **this Agreement**, the obligations in this Article 6.5 do not apply to **Plant Genetic Resources for Food and Agriculture under Development**, for which both of the following applies: does contain a combined genetic contribution of less than [12,5%] [6,25%] by pedigree of the **Material** and **Material** received through other SMTAs, if any, and does not contain a **trait of commercial value** that was contributed by the **Material**.]

[ALT 2 After a period of twelve years, the obligations in this Article 6.5 do not apply to **Plant Genetic Resources for Food and Agriculture under Development**, for which both of

the following applies: does contain a cumulative genetic contribution of less than 6.25% by pedigree of the **Material** and does not contain a **trait of commercial value** that was contributed by the **Material**.]

[ALT 3 6.5bis In the case that the **Recipient** transfers a **Plant Genetic Resource for Food and Agriculture under Development** to another person or entity, after a period of twelve years after signing or accepting of **this Agreement**:

The obligations in Article 6.5 do not apply to **Plant Genetic Resources for Food and Agriculture under Development**, for which both of the following applies: does contain a genetic contribution of less than 12.5% by pedigree of the **Material** and does not contain a **trait of commercial value** that was contributed by the **Material**.]

6.6 Entering into a Standard Material Transfer Agreement under paragraph 6.5 shall be without prejudice to the right of the parties to attach additional conditions, relating to further product development, including, as appropriate, the payment of monetary consideration.

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

[6.9 ALT 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 [shall]][[consider whether to], upon request,] contribute fairly and equitably towards the non-monetary benefits expressly identified in Article 13.2 of the **Treaty** that result from such research and development][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.][Terms and conditions of contributions towards non-monetary benefits shall be mutually agreed.] The **Recipient** [is encouraged to][shall][consider whether to] place a sample of any **Product** that incorporates the **Material** into a collection that is part of the **Multilateral System**, for research, and breeding and training.]

[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.]

[6.10 ALT A **Recipient** who applied for or obtains intellectual property rights on any **Products** [developed from][based on] the **Material** or its [genetic parts or] components, [obtained][received] from the **Multilateral System**, and assigns such application or intellectual property rights to a third party, shall transfer the benefit-sharing obligations of **this Agreement** to that third party.]

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

[6.11 To select the subscription option, the **Recipient**, if not already subscribed, must submit a completed **Registration Form** (*Annex 3*), to the **Governing Body**, through its Secretary. [In the **Registration Form**, the **Recipient** may indicate up to two crops it wishes to exclude from its **Subscription**.]]

[6.11 bis The terms and conditions of the subscription option are set out in *Annex 2* to **this Agreement**. *Annex 2* to **this Agreement** constitutes an integral part of **this Agreement** and any reference to **this Agreement** shall be understood, where the context permits and *mutatis mutandis*, to also include *Annex 2*.]

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

[6.7 Under the single access option, if the **Recipient** [or any of its **affiliates**] **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**, the terms and conditions laid out in *Annex 4* apply. After the restriction comes to an end, the **Recipient** [or any of its **affiliates**] commercializing the **Product** will continue to make payments at the rate referred to in Article 6.8 below. *Annex 4* to **this Agreement** constitutes an integral part of **this Agreement** and any reference to **this Agreement** shall be understood, where the context permits and *mutatis mutandis*, to also include *Annex 4*.]

[6.8 Under the single access option, if the **Recipient** [or any of its **affiliates**] **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**, the terms and conditions laid out in *Annex 4* apply. *Annex 4* to this Agreement constitutes an integral part of this Agreement and any reference to this Agreement shall be understood, where the context permits and *mutatis mutandis*, to also include *Annex 4*.]

[6.8 BIS A Recipient who accesses the Material under Articles 6.7/6.8 shall disclose the affiliate [if known] at the time of signing the SMTA. In case the affiliate is given material after the signing of the SMTA, Article 6.5 of this Agreement shall apply.]

[6.8 BIS ALT In the case where a Recipient transfers the Material to any of its affiliates, the Recipient shall ensure its affiliates are notified of the SMTA obligations that apply to their use of the material.]

[6.12 If the Recipient generates DSI/GSD from the Material received and decides to make it publicly available or share it with third parties, they shall do so under applicable law, and, in case of making it publicly available, shall do so under the Global Information System established under Article 17 of the International Treaty.]

ARTICLE 7 — APPLICABLE LAW

The applicable law shall be the General Principles of Law, including the UNIDROIT Principles of International Commercial Contracts 2016 and as subsequently updated, the objectives and the relevant provisions of the **Treaty**, and, when necessary for interpretation, the decisions of the **Governing Body**.

ARTICLE 8 — DISPUTE SETTLEMENT

8.1 Dispute settlement may be initiated by the **Provider** or the **Recipient** or the **Third Party Beneficiary** acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**.

8.2 The **Parties to this Agreement** agree that the Food and Agriculture Organization of the United Nations, representing the **Governing Body** and the **Multilateral System**, has the right, as a **Third Party Beneficiary**, to initiate dispute settlement procedures regarding rights and obligations of the **Provider** and the **Recipient** under **this Agreement**.

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 settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. Either party to the dispute may, if it so chooses, appoint its arbitrator from such list of experts as the Governing Body may establish for this purpose; both parties, or the arbitrators appointed by them, may agree to appoint a sole arbitrator, or presiding arbitrator as the case may be, from such list of experts. The result of such arbitration shall be binding.
- d) Aggrieved parties may avail themselves of opportunities made available under the provisions of Article 12.5 of the **Treaty**.

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

- i. The **Recipient** may offer to return any remaining **Material** in its possession to the **Provider**.
- ii. If the **Recipient** is unable to return the **Material** to the **Provider** or the **Provider** does not accept the **Material**, the **Recipient** may offer to transfer the **Material** to an international institution that has signed an agreement with the **Governing Body** under Article 15 of the **Treaty** or any other genebank that operates under the terms and conditions of the **Multilateral System**.
- iii. If the **Recipient** is unable to transfer the **Material**, as a last resort, the **Material** shall be destroyed, and evidence of its destruction is to be provided to the **Third Party Beneficiary**.

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

ARTICLE 9 — ADDITIONAL ITEMS

Warranty

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

Withdrawal from this Agreement

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

Amendments to the Standard Material Transfer Agreement

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

Transitional Phase

[9.4 In the event that the review of implementation of the enhanced **Multilateral System** of the **Treaty**, as contained in Resolution [XX]/2025, determines that there is not substantial progress by 31 July 2031 or such another date as determined by the **Governing Body**:

- i. The **Recipient** that became a **Subscriber** before 31 July 2031 or such another date as determined by the **Governing Body** shall be notified by the Secretary of the **Governing Body** about the possibility to continue its **Subscription** or to withdraw from it.
- ii. Within the following XX days from the date of such notification, the **Recipient** may withdraw from the **Subscription** with immediate effect by written notice to the Secretary.
- iii. Where the **Recipient** has given written notice to withdraw to the Secretary in accordance with 9.4 ii, the **Subscription Terms** shall be replaced by [the Single Access terms and conditions under Articles 6.7, 6.8 and *Annex 4* of **this Agreement**], starting on the date the Secretary has received the **Recipient's** notice. The effective date of the transition to Single Access shall be notified to the **Recipient** by the Secretary. Any amount paid by the **Recipient** from the effective date of the **Subscription** until the effective date of the transition to Single Access will be credited towards any payments that might fall due in the future under Single Access. This amount or part of it shall not be reimbursed to the **Recipient** in case payment obligations under Single Access do not arise or the amount to be paid under Single Access is smaller than the amount already paid under **Subscription**. In case the **Recipient** elects to withdraw from Single Access, the withdrawal will be subject to Article 9 of *Annex 4* of **this Agreement**.
- iv. Where the **Recipient** that became a **Subscriber** before 31 July 2031 or such other date as determined by the **Governing Body** has not given written notice to withdraw to the Secretary under Article 9.4 ii, the **Recipient's Subscription** will continue on the same terms as provided for in **this Agreement**.]

[9.4 ALT In the event that the review of implementation of the enhanced **Multilateral System** of the **Treaty**, as contained in Resolution [XX]/2025, determines that there is not substantial progress, the **Governing Body** will take a decision to revert to the original SMTA adopted in Resolution 1/2006 ("Reversion Decision"). After adoption of the Reversion Decision, the **Recipient** will have the following options:

- i. The **Recipient** that became a **Subscriber** before adoption of the reversion decision shall be notified by the Secretary of the **Governing Body** about the possibility to continue its **Subscription** or to withdraw from it.
- ii. Within the following XX days from the date of such notification, the **Recipient** may withdraw from the **Subscription** with immediate effect by written notice to the Secretary.
- iii. Where the **Recipient** has given written notice to withdraw to the Secretary in accordance with 9.4 ii, the **Subscription Terms** shall be replaced by the terms and conditions under Articles 6.7 and 6.8 of the original SMTA adopted in Resolution 1/2006, starting on the date the Secretary has received the **Recipient's** notice. The effective date of the transition to Single Access shall be notified to the

Recipient by the Secretary. Any amount paid by the **Recipient** from the effective date of the **Subscription** until the effective date of the transition to Single Access will be credited towards any payments that might fall due in the future under Single Access. This amount or part of it shall not be reimbursed to the **Recipient** in case payment obligations under Single Access do not arise or the amount to be paid under Single Access is smaller than the amount already paid under **Subscription**. In case the **Recipient** elects to withdraw from Single Access, the withdrawal will be subject to Article 9 of *Annex 4* of **this Agreement**.

iv. Where the **Recipient** that became a **Subscriber** before adoption of the Reversion Decision has not given written notice to withdraw to the Secretary under Article 9.4 ii, the **Recipient's Subscription** will continue on the same terms as provided for in **this Agreement**.]

Means of communication

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

ARTICLE 10 — SIGNATURE/ACCEPTANCE

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

Option 1 –Signature*

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

I understand and expressly agree that the **Third Party Beneficiary** shall have the rights provided in Articles 4 and 8 of **this Agreement**.

I hereby declare that the **Recipient's Sales** do not exceed USD [10 million][15 million][50 million] in accordance with *Annex 2*, Article 3.4. The **Recipient** commits to making annual payments and submit annual reports as of the time that its **Sales** exceed USD [10 million][15 million][50 million]. The right of the **Third Party Beneficiary** to request the appropriate information in accordance with Article 4.4 of **this Agreement** is understood and expressly acknowledged.

I confirm that I am already a **Subscriber** to the **Multilateral System**.
Subscriber number:

[Or

I hereby opt for the subscription option pursuant to Article 6.11 and *Annex 2* of **this Agreement** and confirm I have sent the **Registration Form** in *Annex 3* of **this Agreement** to the **Governing Body**, through its Secretary.

Or

I hereby opt for the single access options pursuant to Articles 6.7 and 6.8 and *Annex 4* of **this Agreement**.]

Signature.....

Date.....

* Where the **Provider** chooses signature, only the wording in Option 1 will appear in the Standard Material Transfer Agreement. Similarly, where the **Provider** chooses either shrink-wrap or click-wrap, only the wording in Option 2 or Option 3, as appropriate, will appear in the Standard Material Transfer Agreement. Where the "click-wrap" form is chosen, the **Material** should also be accompanied by a written copy of the Standard Material Transfer Agreement.

Name of the **Recipient**.....

Option 2 – Shrink-wrap Standard Material Transfer Agreements*

The **Material** is provided conditional on acceptance of the terms of **this Agreement**. The provision of the **Material** by the **Provider** and the **Recipient**'s acceptance and use of the **Material** constitutes acceptance of the terms of **this Agreement**.

The **Recipient** understands and expressly agrees that the **Third Party Beneficiary** shall have the rights provided in Articles 4 and 8 of **this Agreement**.

If the **Recipient**'s **Sales** do not exceed USD [10 million][15 million][50 million], it shall submit the following statement in writing and duly signed to the **Governing Body**, through its Secretary, or otherwise the exemption provided in *Annex 2*, Article 3.4 does not apply: "I hereby declare that the **Recipient**'s **Sales** do not exceed USD [10 million][15 million][50 million] in accordance with *Annex 2*, Article 3.4. The **Recipient** commits to making annual payments and submit annual reports as of the time that its **Sales** exceed USD [10 million][15 million][50 million]. The right of the **Third Party Beneficiary** to request the appropriate information in accordance with Article 4.4 of **this Agreement** is understood and expressly acknowledged."

If the **Recipient** is a **Subscriber**, it shall submit the following information to the **Governing Body**, through its Secretary:

"I hereby confirm that I am a Subscriber, with the subscriber number"

[Or

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

Or

If the **Recipient** opts for the single access option, it shall submit the following information to the **Governing Body**, through its Secretary: "I hereby opt for the single access options pursuant to Articles 6.7 and 6.8 and *Annex 4* of **this Agreement**."

Option 3 – Click-wrap Standard Material Transfer Agreement*

- I hereby agree to the above conditions.
- I understand and expressly agree that the **Third Party Beneficiary** shall have the rights provided in Articles 4 and 8 of **this Agreement**.
- I hereby declare that the **Recipient**'s **Sales** do not exceed USD [10 million][15 million][50 million] in accordance with *Annex 2*, Article 3.4. The **Recipient** commits to making annual payments and submit annual reports as of the time that its **Sales** exceed USD [10 million][15 million][50 million]. The right of the **Third Party Beneficiary** to request the appropriate information in accordance with Article 4.4 of **this Agreement** is understood and expressly acknowledged.

* Where the **Provider** chooses signature, only the wording in Option 1 will appear in the Standard Material Transfer Agreement. Similarly, where the **Provider** chooses either shrink-wrap or click-wrap, only the wording in Option 2 or Option 3, as appropriate, will appear in the Standard Material Transfer Agreement. Where the "click-wrap" form is chosen, the **Material** should also be accompanied by a written copy of the Standard Material Transfer Agreement.

- I hereby confirm that I am a **Subscriber**, with the subscriber number

[Or

- I hereby opt for the subscription option pursuant to Article 6.11 and *Annex 2* of **this Agreement** and confirm I have sent the **Registration Form** in *Annex 3* to **this Agreement** to the **Governing Body**, through its Secretary.

Or

- I hereby opt for the single access options pursuant to Articles 6.7 and 6.8 and *Annex 4* of **this Agreement**.]

Annex 1

LIST OF MATERIALS PROVIDED

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

The following information is included, or the source indicated from which it may be obtained, for each **Material** listed: all available passport data and, subject to applicable law, any other associated, available, non-confidential descriptive information.

Table A

Materials:

Crop:	
Accession number or other identifier	Associated information, if available, or source from which it may be obtained (URL)

Table B

Materials that are Plant Genetic Resources for Food and Agriculture under Development:

Crop:	
Accession number or other identifier	Associated information, if available, or source from which it may be obtained (URL)

In accordance with Article 6.5b, the following information is provided regarding the materials received under an Standard Material Transfer Agreement or which were brought into the **Multilateral System** by an agreement pursuant to Article 15 of the **Treaty**, from which the **Plant Genetic Resources for Food and Agriculture under Development** listed in Table B are derived:

Crop:	
Accession number or other identifier	Associated information, if available, or source from which it may be obtained (URL)

Annex 2¹⁶

[TERMS AND CONDITIONS OF THE SUBSCRIPTION OPTION (ARTICLE 6.11)]

ARTICLE 1 — SUBSCRIPTION

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

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

1.2 bis The **Subscriber** shall not be required to sign Annex 3 of any subsequent Standard Material Transfer Agreement, [other than for any excluded crop, if any,] during the period of **Subscription**.

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

1.3 BIS To the extent the **Subscriber** has signed any Standard Material Transfer Agreements pursuant to Articles 6.7 or 6.8 of **this Agreement** after [date], the Subscriber’s payment obligations under those Standard Material Transfer Agreements shall remain in place, and the **Subscriber** may subtract the sales of associated products that are **Plant Genetic Resources for Food and Agriculture** from the base of its subscription payment.

1.4 [The **Governing Body** may amend the **Subscription Terms** at any time. Such amended **Subscription Terms** shall not apply to any existing **Subscription**, unless the **Subscriber** notifies the **Governing Body** of its agreement to be subject to the amended **Subscription Terms**. Should the **Subscriber** agree to the amended **Subscription Terms**, such agreement shall not affect the date on which the **Subscription** had taken effect.]

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

ARTICLE 2 — REGISTER

The **Subscriber** agrees that its full name, contact details[, excluded crops, if applicable,] and the date at which **Subscription** took effect, shall be placed on a public register (the “**Register**”), and undertakes to immediately communicate any changes to this information to the **Governing Body** of the **Treaty**, through its Secretary.

¹⁶ This Annex only applies if the **Recipient** has opted for the subscription option.

ARTICLE 3 — MONETARY BENEFIT-SHARING

3.1 In order to share the monetary benefits from the use of **Plant Genetic Resources for Food and Agriculture** under the **Treaty**, the **Subscriber** shall make annual payments based on the **Sales** of products that are **Plant Genetic Resources for Food and Agriculture**], except the **Sales** of products of crops that are listed as excluded in the **Registration Form**].

3.2 The applicable rate of payment on **Sales** of products that are **Plant Genetic Resources for Food and Agriculture** shall be [0.01%][0.1%].

3.3 At the request of the **Subscriber**, who only commercializes products that are **Plant Genetic Resources for Food and Agriculture** that are **available without restriction**, through the **Registration Form** contained in *Annex 3*, the rate of payment shall be [xx]%.

3.4 Notwithstanding the above, no payment shall be required for a **Subscriber** in a financial year in which its **Sales** [of products that are **Plant Genetic Resources for Food and Agriculture**, including any excluded crops,] do not exceed United States dollars (USD) [10 million][15 million][50 million].

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

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

- a) Information on the **Sales** for which payment was made;
- b) In case of Article 3.3 of *Annex 2*, information on the **Subscriber**'s product portfolio
- c) the verifiable source of the information provided; [and,
- d) any changes to information previously provided in accordance with Article 2];

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

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

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

[The contributions paid to the **Fund** by the Recipient cannot be declared as confidential business information.]

3.7 All payments due to the **Governing Body** shall be payable in *United States dollars (USD)* at the exchange rate that prevailed at the date of closure of accounts for the following account established by the **Governing Body** in accordance with Article 19.3f of the **Treaty**:

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

ARTICLE 4 —WITHDRAWAL FROM THE SUBSCRIPTION

4.1 The **Subscription** shall be in force until the **Subscriber** withdraws from it.

4.2 The **Subscriber** may withdraw from its **Subscription** by providing six months written notice to the **Governing Body** through its Secretary, provided that at least 10 years have passed since the **Subscription** took effect. The effective date of the withdrawal shall be communicated to the **Subscriber** by the Secretary.

4.3 Within six months of the effective date of withdrawal from its **Subscription**, the **Subscriber** may choose to handle the **Material** according to the following sequence:

- i. The **Subscriber** may continue to use the **Material** pursuant to Articles 6.7 and 6.8 of a newly concluded Standard Material Transfer Agreement with the **Provider**;
- ii. The **Subscriber** may conserve the **Material** and make it available to the **Multilateral System** in accordance with Article 6.3 of **this Agreement**;
- iii. If the **Subscriber** does not elect to conserve the **Material**, the **Subscriber** may offer to return any remaining **Material** in its possession to the **Provider** [and provide evidence of the transfer of all such Material to the **Third Party Beneficiary**];
- iv. If the **Subscriber** is unable to return the **Material** to the **Provider** or the **Provider** does not accept the **Material**, the **Subscriber** may offer to transfer the **Material** to an international institution that has signed an agreement with the **Governing Body** under Article 15 of the **Treaty** or any other genebank that operates under the terms and conditions of the **Multilateral System**[, and provide evidence of the transfer of all such **Material** to the **Third Party Beneficiary**].
- v. If the **Subscriber** is unable to transfer the **Material** pursuant to paragraph 4.3 iii above, as a last resort, the **Material** shall be destroyed, and evidence of its destruction is to be provided to the **Third Party Beneficiary**.

4.4 No refunds shall be issued for payments already made by the **Subscriber** under the **Subscription**. The **Subscriber** shall remain liable for all outstanding payments due prior to the effective withdrawal date.

4.5 The monetary benefit-sharing provisions of Article 3 of these **Subscription Terms** shall continue to apply for two years from the end of the **Subscription**.

4.6 The **Subscriber**'s withdrawal from its **Subscription** shall imply its withdrawal from **this Agreement**.

4.7 Notwithstanding the foregoing, only Articles [4, 6.1, 6.2, 6.3, 6.4, 6.9, 6.10 and 8] of **this Agreement** shall continue to apply after the end of the **Subscription**.]

Annex 3¹⁷

REGISTRATION FORM

The **Recipient** hereby agrees to be bound by the **Subscription Terms**.

It is understood and expressly agreed that the **Recipient's** full name, contact details[, excluded crops, if applicable,] and the date at which **Subscription** took effect, shall be placed on a public register of **Subscribers** (the "**Register**"), and that any changes to this information is communicated immediately to the **Governing Body** of the **Treaty**, through its Secretary, by the **Recipient** or its authorized official.

I hereby opt for the **Subscription**.

I hereby exclude the following crops from the **Subscription**:

Crop 1: _____

Crop 2: _____.]

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

Signature.....

Date.....

Full name of Recipient:

.....

Address:

.....

.....

Telephone:

Email:

Recipient's authorized official:

.....

Address:

.....

Telephone:

Email:

¹⁷ This Annex only applies if the **Recipient** has opted for the subscription option. If the **Recipient** is already a **Subscriber** and has indicated the Subscription number in Article 10 above, they shall not be required to sign the **Registration Form**.

NB: The **Recipient** must also sign or accept **this Agreement**, as provided for in Article 10, without which **Registration** is not valid.

The **Recipient** shall signify acceptance by returning a signed **Registration Form** to the **Governing Body**, through its Secretary, at the address below. A signed **Registration Form** must be accompanied by a copy of **this Agreement**.

The Secretary,
International Treaty on Plant Genetic Resources for Food and Agriculture
Food and Agriculture Organization of the United Nations
I-00153 Rome, Italy
Email: ITPGRFA-Secretary@FAO.org

Annex 4¹⁸

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

1. On **commercialization** of the **Product**, the **Recipient** shall pay each year [bb] percent ([0.77%] [1%] [1.5%] [2.5%]) of the annual **Sales** of the **Product**, if the **Product** is **not available without restriction** to others for further research and breeding, for the period for which the restriction is applicable. After the restriction comes to an end, the **Recipient** [or any of its **affiliates**] commercializing the **Product** will continue to make payments at the rate referred to in Paragraph 2 below.
 2. On **commercialization** of the **Product**, the **Recipient** shall pay each year, for a period of [ten][twenty-five] years, [aa] percent ([0.1%] [0.15%] [0.5%] [0.8%] [1%]) of the annual **Sales** of the **Product**, if the **Product** is **available without restriction** to others for research and breeding.
 3. For a particular **Product**, the **Recipient** shall be required to make payments for not more than 25 years in total.
 4. The **Recipient** shall notify the **Governing Body** through its Secretary that it has commercialized the **Product**, within 60 days of the date the **commercialization** had started.
- [x. The **Recipient** shall make a one-time payment equivalent to [zz%] of the total research and development expenditure related to the development of the **Product** upon completion of the initial research phase.
- x. ALT The **Recipient** shall make a one-time payment equivalent to [..%] of the assessed market value of the **Product** upon completion of the initial research phase.
- x. BIS The payment upon completion of the initial research payment will be deducted from any payment due under Articles 1 or 2 above.
- x. TER The **Recipient** shall notify the **Governing Body** through its Secretary in writing of the completion of its initial research and provide supporting documentation.]
5. No payment shall be due from the **Recipient** when the **Product**:
 - (a) has been purchased or otherwise obtained from another person or entity who has already made payment on the **Product**;
 - (b) is sold or traded as a commodity; or
 - [(c) contains a genetic contribution of less than 6.25% by pedigree of the **Material** and does not contain a **trait of commercial value** that was contributed by the **Material**.]

[(c) ALT contains a combined genetic contribution of less than 1,6 % by pedigree of the **Material** and **Material** received through other Standard Material Transfer Agreements, if any, and does not contain a **trait of commercial value** that has contributed by the **Material**.]
 6. Where a **Product** contains a **Plant Genetic Resource for Food and Agriculture** accessed from the

¹⁸ This Annex applies only if the **Recipient** has *not* opted for the subscription option.

Multilateral System under two or more Standard Material Transfer Agreements, only one payment shall be required under Paragraphs 1 and 2 above.

7. The **Recipient** shall submit to the **Governing Body**, within sixty (60) days after closure of accounts each financial year, an annual report setting forth:

- (a) the **Sales** of the **Product** or **Products** by the **Recipient**, and any of its **affiliates**, for the twelve (12) month period preceding the annual closure of accounts;
- (b) the amount of the payment due;
- (c) information that allows for the identification of the applicable payment rate or rates; and
- (d) the verifiable source of the information provided.

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

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

[The contributions paid to the **Fund** by the **Recipient** cannot be declared as confidential business information.]

8. Payment shall be due and payable upon submission of each annual report. All payments due to the **Governing Body** shall be payable in *United States dollars (USD)* at the exchange rate that prevailed at the date of closure of accounts for the following account established by the **Governing Body** in accordance with Article 19.3f of the **Treaty**:

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

9. A **Recipient** may withdraw from **this Agreement** upon six months written notice to the **Governing Body**, through its Secretary, not less than ten years from:

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

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

10. In the case that the **Recipient commercializes** a **Product**, in respect of which payment is due in accordance with Articles 6.7, 6.8 and *Annex 4* of **this Agreement**, such payment shall continue after withdrawal while that **Product** is **commercialized** and in accordance with the terms of Articles 6.7, 6.8 and *Annex 4* of **this Agreement**.

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

- i. The **Recipient** may continue to use the **Material** pursuant to Article 6.11 of a newly concluded Standard Material Transfer Agreement with the **Provider**;
- ii. The **Recipient** may conserve the **Material** and make it available to the **Multilateral System** in

accordance with Article 6.3 of **this Agreement**;

iii. If the **Recipient** does not elect to conserve the **Material**, the **Recipient** may offer to return any remaining **Material** in its possession to the **Provider** [and provide evidence of the transfer of all such **Material** to the **Third Party Beneficiary**];

iv. If the **Recipient** is unable to return the **Material** to the **Provider**, the **Recipient** may offer to transfer the **Material** to an international institution that has signed an agreement with the **Governing Body** under Article 15 of the **Treaty** or any other genebank that operates under the terms and conditions of the **Multilateral System**[, and provide evidence of the transfer of all such **Material** to the **Third Party Beneficiary**].

v. If the **Recipient** is unable to transfer the **Material** pursuant to Paragraph 4.3 iii above, as a last resort, the **Material** shall be destroyed, and evidence of its destruction is to be provided to the **Third Party Beneficiary**.

12. Notwithstanding the above, only Articles [4, 6.1, 6.2, 6.3, 6.4, 6.9, 6.10 and 8] of **this Agreement** shall continue to apply after the withdrawal has taken effect.]

Appendix 2 to the draft Resolution

**DRAFT TEXT FOR AN AMENDMENT TO ANNEX I OF THE
INTERNATIONAL TREATY, IN ACCORDANCE WITH ITS ARTICLES
23 AND 24:**

Article 1: Amendment to Expand Annex I

In Annex I, the following [two][three] paragraphs shall be inserted after the list of plant genetic resources for food and agriculture:

“1. In accordance with Article 3 of this Treaty, and without prejudice to Article 12.3h of this Treaty, the Multilateral System shall, in addition to the Food Crops and Forages listed above, cover all other plant genetic resources for food and agriculture, including those previously excepted or excluded in the list above, that are under the management and control of the Contracting Parties and in the public domain and that are found in *ex situ* collections.”

“2. At the time of its ratification, acceptance or approval of this Amendment, a Contracting Party may, exceptionally, declare a limited number of certain species that it will not make available under the terms and conditions of the Multilateral System. Such declaration shall be deposited with the Secretary. It shall not affect the rights and obligations of any other Contracting Party related to the declared species, nor shall it affect the inclusion of such species in the Multilateral System by the International Agricultural Research Centres or other International Institutions that concluded an agreement with the Governing Body under Article 15 of this Treaty. A Contracting Party may withdraw its declaration in full at any time, or eliminate certain plant genetic resources for food and agriculture from its declaration at any time, but shall not make any additional declaration.”

[“3. The Governing Body may decide at its Fourteenth Session that Contracting Parties, who have ratified, accepted or approved this amendment, may declare, within a specified period of time, additional species that they will not make available under the terms and conditions of the Multilateral System.”]

Immediately following the above [two][three] paragraphs, the following text shall also be inserted in Annex I:

Article 2: Relationship with the International Treaty on Plant Genetic Resources for Food and Agriculture (2001)

After the entry into force of the Amendment to Expand Annex I, any ratification, acceptance or approval of or accession to this Treaty pursuant to Articles 26 and 27 shall be to this Treaty as amended by the Amendment to Expand Annex I.]