

STANDARD SAFETY DEPOSIT AGREEMENT

WHEREAS

1. [Institution requesting safety deposit facilities], hereinafter referred to as “**the Depositor**”, holds a collection of plant genetic resources for food and agriculture of importance to food security and sustainable agriculture, and wishes to ensure the long-term safety of its collection by depositing duplicate samples of that collection with another institution to be maintained in accordance with international recognized standards;
2. [Institution providing safety deposit facilities], hereinafter referred to as “**the Depository**” is willing to provide duplicate safety deposit in accordance with internationally recognized standards;

Now therefore the Depositor and the Depository (hereinafter referred to as “**the Parties**”) hereby agree as follows:

Article 1

Deposit of samples of plant genetic resources for food and agriculture

1. The Depositor agrees to deposit with the Depository duplicate samples of plant genetic resources for food and agriculture described generally in **Annex B** to this Agreement (hereinafter referred to as “**the Deposited Materials**”), and the Depository agrees to accept such deposit, in accordance with the terms and conditions set out in this Agreement.
2. The Depositor recognizes the right of the Depository to refuse to accept samples for deposit, or to terminate the deposit
 - a. if the Depositor fails to comply fully with the terms and conditions set out in this Agreement; or
 - b. for reasons of *force majeure*.
3. The Parties agree to work together closely in planning and implementing activities under this Agreement.
4. The Representatives identified in **Annex B** to this Agreement are authorized by the Parties for the purpose of all discussions, decisions and written notifications concerning the deposit of the Deposited Materials.

Article 2

Effect of the deposit on Property rights

1. The act of depositing the Deposited Materials in the Depository shall have no affect whatsoever on the nature and extent of any property rights pertaining to the Deposited Materials.
2. In particular and without prejudice to the generality of the above, the act of deposit shall not act in any way to convey any property rights over the Deposited Materials to the Depository or the Host Government of the Depository, hereinafter referred to as “the Host Government”.

Article 3

Obligations of the Depositor

1. The Depositor shall provide an inventory of each shipment of samples for deposit.
2. The Depositor shall ensure that the Deposited Materials in each shipment:
 - conform fully to the descriptions, including descriptions as to quality and quantity, set out in the corresponding inventory;
 - are accompanied by any necessary certificates relating to the plant health of the samples as may be required by Depository and by the laws of the Host Government, and any other country through whose territory the Deposited Materials are to transit;
 - have been tested for viability, prepared, packed, sealed and marked in conformity with this agreement and the best practices in use by the Centres of the Consultative Group on International Agricultural Research (CGIAR) system.
3. The Depositor shall ensure that all export procedures in respect of each shipment of the Deposited Materials required by the country of export as well as all import procedures required by the laws of the Host Government have been fully complied with.
4. Costs pertaining to the packaging and shipping of the Deposited Materials shall be borne by the Depositor.

Article 4

Conditions of Deposit and Obligations of the Depository

1. The Deposited Materials shall be maintained by the Depository in accordance with best practices in use by the Centres of the Consultative Group on International Agricultural Research (CGIAR) system, and in conformity with such other standards as may be periodically agreed upon in writing by the

Parties.

2. All **storage** costs pertaining to the Deposited Materials shall, unless otherwise agreed between the Parties, be borne by the Depository.
3. Except as otherwise provided in Article 5 below in respect of vegetatively propagated material backups (i.e. in vitro and field maintained deposited material), or as may be otherwise provided for in this Agreement or expressly requested by or agreed with the Depositor, the **Deposited** Materials shall be shipped in sealed packages packed in sealed boxes, which shall not be opened by the Depository. Where packages or boxes are damaged during transport or storage, or where packages or boxes have been opened for inspection by customs or other authorities, the Depository shall endeavour to repair the damage where possible, or provide for the repackaging or resealing of the Deposited Materials in consultation with, and with the agreement of, the Depositor.
4. Except as otherwise provided in Article 4B is below in respect of vegetatively propagated material (i.e. in vitro and field maintained deposited material) the Depository will not accept responsibility for any germination testing of Deposited Materials, except as may be otherwise agreed in writing with the Depositor. The Depository will return duplicate samples of the Deposited Materials for germination testing by the Depositor at the Depositor's request and expense, where such duplicate samples have been provided by the Depositor for that purpose.
5. [The Depository shall notify the Depositor of the physical location of the Deposited Materials and shall notify any changes in permanent storage location within 90 days of such changes.]
6. The Depository shall inform the Depositor in a timely fashion of any event that may affect the integrity of the safety deposit, including any projected change in the location of the safety deposit, and shall consult with the Depositor regarding measures to mitigate such effects.
7. The Depository shall not distribute or grant access to the Deposited Materials, other than to the Depositor or in accordance with the Depositor's instructions.

Article 5
**Special Conditions of Deposit for Vegetatively Propagated Material
and/or Field Genebanks***

1. **For vegetatively propagated** materials, the Depository agrees to provide the following additional services:
 - a. Provision of suitable environments for *in vitro*-maintained and, as appropriate cryopreserved Deposited Materials;
 - b. Periodic inspection of *in vitro* Deposited Materials and subculture of materials as necessary; and
 - c. Such other services, including monitoring, reporting, alarming and when necessary acting on –
 - i. the storage environment (temperature, photoperiod, relative humidity, liquid nitrogen level and any other specific requirement); and
 - ii. the integrity of the Deposited Materials (contamination, viability loss and any other agreed parameters),as may be agreed in writing between the Parties.

2. **For Field Genebank Backups**, the Depository agrees to provide the following additional services:
 - a. Provision of suitable and distinct planting areas with a secure water supply for field genebank backups, as well as an adequate conservation environment for propagules;
 - b. Such monitoring, inspection and custodial services, including monitoring, reporting, alarming and when necessary acting on –
 - i. the storage environment; and
 - ii. disease and pest incidence and viability of the Deposited Materials, as may be agreed in writing between the Parties.

3. The Parties shall agree on the costs of the additional services to be **undertaken** by the Depository, which costs shall, unless otherwise agreed in writing between the Parties, be borne by the Depositor.

* Delete Article or paragraphs where inapplicable

Article 6

Withdrawal of Deposited Materials

1. The Depositor shall have the right to withdraw the Deposited Materials at any time on the giving of written notice.
2. Any written notice given under this Article shall identify the individual boxes of Deposited Materials that are to be withdrawn[No Deposited Materials will be returned where this requires the opening of a box or boxes in which the Deposited Materials are packed, unless otherwise agreed between the Depository and the Depositor.] [, or, as appropriate, the boxes in which individual samples are stored where individual samples are to be withdrawn. Where individual samples are to be withdrawn, the Depositor hereby authorizes the Depositor to open the identified boxes and remove the identified samples.]
3. The Depository undertakes to return the Deposited Materials to the Depositor or the Depositor's successor in title, or otherwise in accordance with the Depositor's instructions within a period of one year from the date of receipt of such written notice.
4. The costs of packaging and shipping in respect of the return of Deposited Materials shall, unless otherwise agreed between the Parties, be borne by the Depositor.
5. The Depositor shall be responsible for complying with all export clearance procedures required by the Host Government on the return of the Deposited Materials and for all import or transit procedures required by the country of import or transit. The Depository shall use its best efforts to provide such documentation regarding the Deposited Materials and the conditions under which the Deposited Materials were deposited as may be necessary to facilitate such procedures.
6. The Depositor shall notify the Depository in writing if it wishes the Deposited Materials to be no longer retained with the Depository but does not wish the Deposited Materials to be returned to it; in such case, the Deposited Materials will be disposed of by the Depository in accordance with its own operating rules and procedures.

Article 7

Right of the Depository to terminate the Deposit

1. The Depository shall have the right to terminate the deposit at any time on the giving of one year's written notice, where such termination is required as the

result of any change in the policy of the Depository, provided that if this right is exercised at any time during the first two years of the deposit, the termination shall take effect only at the end of three years after the date of the deposit.

2. Where Deposited Materials are returned as a result of the exercise by the Depository of its right of termination under this Article, the costs of packaging and shipping in respect of the return of Deposited Materials shall be borne by the Depository.

Article 8 Liability

1. The Depository shall not be liable for any damage caused to the Deposited Materials by any reason whatsoever, unless such damage has been caused as a result of any act of malfeasance or negligence on the part of the Depository or any employee or agent of the Depository.
2. In the event of any damage caused by malfeasance or negligence on the part of the Depository or any employee or agent of the Depository, the liability of the Depository shall be limited to the costs of packaging and shipping of new samples, and shall not include costs of regeneration of the plant genetic resources for food and agriculture, or similar costs.

Article 9 Amendment

1. This Agreement may be amended by mutual written agreement of the Parties.
2. Any amendment shall enter into force on the date provided for in the amending agreement.

Article 10 Entry into Force

This Agreement shall come into force on its signature by the authorized representatives of both the Depositor and the Depository.

Article 11 Duration of the Agreement

1. This Agreement shall remain in force for a period of ten (10) years and shall be renewed automatically for further periods of ten (10) years unless either Party gives notice in writing to the other Party at least six months prior to the expiry of any ten (10) years period that it does not wish this Agreement to be renewed.
2. This Agreement may be terminated by mutual agreement between the Parties to this Agreement.
3. Where this agreement ceases to be in force, the Depository shall maintain the Deposited Materials under the above conditions until such time as they are withdrawn by the Depositor or transferred or otherwise disposed of in accordance with the written instructions of the Depositor.
4. If the Depositor fails to withdraw the Deposited Materials or to provide written instructions for their transfer or other disposal within a period of one year after the agreement ceases to be force, the Depository shall have the right to dispose of the Deposited Materials in accordance with its own operating rules and procedures.

Article 12 Settlement of disputes

1. Any dispute relating to the interpretation or execution of this Agreement shall be settled by negotiation between the Parties, or such other form of non-binding dispute resolution as may be mutually agreed between the Parties.
2. Where a dispute cannot be settled amicably in accordance with the above procedures, [either Party may] [the Parties may, by mutual agreement,*] submit the dispute to arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties, or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The arbitral award shall be final and binding on the Parties.
3. This Agreement shall be governed by general principles of law to the exclusion of any single national system of law.

* Alternative wording for use with US institutions or other institutions that do not normally accept binding arbitration.

The Depositor

The Depository

by: _____

by: _____

(signature)

(signature)

Date: _____

Date: _____

Annex A

General Description of PGRFA to be deposited

Depositors are required to provide the following information describing their planned deposit of materials under the Agreement.

- Provide a listing of the genera/species and crop to be deposited
- Provide the approximate total number and type of samples and the approximate number by crop
- Provide a provisional schedule for the deposit shipments, giving the approximate month and year of each shipment and the approximate number of samples per shipment

The information should be provided in the following tabular format:

Crop/Species	Month/year	Month/year	Month/year	Month/year	etc	TOTAL
	*					
TOTAL						

* number of samples

- Provide any additional information that the **Depository** may request in order to be able to arrange the deposits

Annex B

Names and Contact Details of Authorized Representatives of the Parties

For the Depositor

Name

Address

E-mail Address

Telephone No.

For the Depository

Name

Address

E-mail Address

Telephone No.