

THE POLISH ACADEMY OF SCIENCES
BOTANICAL GARDEN
- CENTER FOR BIOLOGICAL DIVERSITY
CONSERVATION IN POWSIN
WARSAW, POLAND

INDEX SEMINUM
2016/17

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Malus 'Flamenco'

photo: Magdalena Świąder

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Date of foundation : 1974
Garden area : 40 ha
Greenhouse area : 2400 m²

Geographical situation: latitude 52° 06' N
: longitude 21° 06' E
: altitude 90-104 m above sea level

DESIDERATA 2016/17

POLSKA AKADEMIA NAUK OGRÓD BOTANICZNY -
CENTRUM ZACHOWANIA RÓŻNORODNOŚCI BIOLOGICZNEJ
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Agreement on the supply of plant material

Since the Convention on Biological Diversity (Rio de Janeiro, 1992) entered into force, it has become necessary for botanic gardens to comply in particular with Article 15 (Access to genetic resources), especially in connection with the exchange of plant material.

Accordingly, the garden only passes on plant material under the condition that the user acts in the spirit of the Convention on Biological Diversity. The garden is dedicated to the conservation, sustainable use and research of biological diversity. With regard to the acquisition, maintenance and supply of plant material, the garden therefore expects its partners to act in a manner that is consistent to the letter and the spirit of the Biodiversity Convention on International Trade in Endangered Species (CITES) and in compliance with all relevant conventions and laws relating to the protection of Biological diversity.

Consequently, only those persons and institutions who accept the following conditions will receive plant material from garden's collection:

1. On the basis of this agreement, the material is intended to serve the common good, particularly scientific study, education and the interests of environmental protection.
2. Upon accepting plant material from the garden, the recipient is obliged to document and preserve information relating to the material appropriately.
3. In the event that scientific publications on the plant material provided are produced, the origin of the material is to be cited. In addition, these publications are expected to be sent to the garden automatically, without request.
4. Intended commercial use by the recipient is not covered by this agreement. The commercialization is the object of a separate agreement with the country of origin. This agreement underlies the provisions of the CBD, i. e. the user is obliged to share benefits with the country of origin and to forward relevant information to the authority instructed with the implementation of the CBD.
5. The garden will forward information on the material supply on the request to authority instructed with the implementation of the CBD¹.
6. Plant material may only be supplied on the basis and under the condition of this corresponding agreement.

I accept the above conditions.

Date

Signature

Name and address, stamp

¹ in the ideal case the *National Focal Point* of the country of Botanical

Part I

Seeds collected in Botanical Garden

1. *Acer pseudoplatanus* L.
2. *Achillea salicifolia* Besser
3. *Aconitum lycoctonum* L. em. Koelle
4. *Aegopodium podagraria* L.
5. *Agrimonia eupatoria* L.
6. *Agrimonia pilosa* Ledeb.
7. *Agrostemma githago* L.
8. *Alliaria petiolata* (M.Bieb.) Cavara & Grande
9. *Allium angulosum* L.
10. *Allium fistulosum* L.
11. *Allium montanum* F.W.Schmidt
12. *Allium oleraceum* L.
13. *Allium ramosum* L.
14. *Allium scorodoprasum* L.
15. *Allium senescens* subsp. *montanum* Holub.
16. *Allium tuberosum* Rother ex Speng.
17. *Allium ursinum* L.
18. *Allium vineale* L.
19. *Alnus viridis* (Chaix) DC. in Lam. & DC.
20. *Alyssum alyssoides* (L.) L.
21. *Alyssum montanum* L.
22. *Alyssum saxatile* L.
23. *Amsonia tabernaemontana* Walter.
24. *Anchusa officinalis* L.
25. *Anemone sylvestris* L.
26. *Anethum graveolens* L.
27. *Anethum graveolens* 'Herkules'
28. *Anthericum liliago* L.
29. *Anthriscus cerefolium* (L.) Hoffm.
30. *Anthyllis alpestris* (Kit.) Rchb.
31. *Aquilegia vulgaris* L.
32. *Arabis alpina* L.
33. *Armeria maritima* (Mill.) Willd.
34. *Aronia melanocarpa* (Michx.) Elliott
35. *Aronia* × *prunifolia* (C.K.Schneid.) Graebn.
36. *Artemisia campestris* subsp. *sericea* (Fr.) Lemke & Rothm.
37. *Aster amellus* L.
38. *Astragalus australis* (L.) Lam.
39. *Astragalus danicus* Retz.
40. *Astragalus glycyphyllos* L.
41. *Astrantia major* L.
42. *Avena nuda* L. emend. Mansf
43. *Avena sativa* L.
44. *Avena strigosa* Schreb
45. *Berberis koreana* Palib.
46. *Berberis poiretti* C.K.Schneid.

47. *Berberis thunbergii* DC.
48. *Berberis vulgaris* L.
49. *Beta vulgaris* var. *cicla* L.
50. *Betula humilis* Schrank
51. *Betula pendula* Roth
52. *Blechnum spicant* (L.) Roth
53. *Borago officinalis* L.
54. *Brassica juncea* var. *japonica* (Thunb.) L.H. Bailey
55. *Briza media* L.
56. *Bryonia dioica* Jacq.
57. *Buddleia japonica* Hamsley
58. *Bunium bulbocastanum* L.
59. *Calendula officinalis* L.
60. *Calendula stellata* Cav.
61. *Calla palustris* L.
62. *Calycanthus floridus* L.
63. *Campanula barbata* L.
64. *Capsella bursa – pastoris* (L.) Medik.
65. *Capsicum annuum* ‘Cherry Hot’
66. *Capsicum annuum* ‘Prince Delight’
67. *Carduus glaucus* Baumg
68. *Carex arenaria* L.
69. *Carex secalina* Wahlenb.
70. *Carex vulpina* L.
71. *Carpinus betulus* L.
72. *Centaurium erythraea* Rafn
73. *Cerithe minor* L.
74. *Chaenorhinum minus* (L.) Lange
75. *Chamaecytisus albus* (Hacq.) Rothm.
76. *Chamaenerion angustifolium* (L.) Scop.
77. *Chelidonium majus* L.
78. *Cirsium decussatum* Janka
79. *Clematis alpina* (L.) Mill.
80. *Clematis recta* L.
81. *Cochlearia polonica* E.Fröhl.
82. *Cochlearia tatrae* Borbás
83. *Convallaria majalis* L.
84. *Conyza canadensis* (L.) Cronquist
85. *Cornus florida* L.
86. *Cornus mas* L.
87. *Cornus officinalis* Siebold et Zucc.
88. *Corydalis cava* (L.) Schweigg. & Körte
89. *Corydalis solida* (L.) Clairv.
90. *Cotoneaster integerrimus* Medik.
91. *Cotoneaster niger* (Thunb.) Fr.
92. *Crataegus submolis* Sarg.
93. *Cucumis africanus* L.f.
94. *Cucumis anguria* L.
95. *Cyperus esculentus* L. (bulbi)
96. *Cytisus scoparius* (L.) Link.

97. *Daphne mezereum* L.
98. *Daphne mezereum* f. *alba* (West.) Rehd.
99. *Delphinium elatum* L.
100. *Dianthus armeria* L.
101. *Dianthus carthusianorum* L.
102. *Dianthus compactus* Kit.
103. *Dianthus superbus* L.
104. *Dictamnus albus* L.
105. *Digitalis grandiflora* Mill.
106. *Digitalis lanata* 'Viktoria'
107. *Dorycnium germanicum* (Gremli) Rikli
108. *Dorycnium herbaceum* Vill.
109. *Draba tomentosa* Clairv.
110. *Dryopteris villarii* (Bellardi) Woyn. ex Schinz & Thell.
111. *Duchesnea indica* (Andr.) Focke
112. *Echinops exaltatus* Schrad.
113. *Echium vulgare* L.
114. *Elaeagnus multiflora* Thunb.
115. *Elaeagnus umbellata* Thunb.
116. *Epilobium hirsutum* L.
117. *Erigeron uniflorus* L.
118. *Eruca sativa* L.
119. *Eryngium planum* L.
120. *Erysimum pieninicum* (Zapał.) Pawł.
121. *Euonymus alatus* (Thunb.) Siebold
122. *Euonymus europaea* L.
123. *Euonymus macropterus* Rupr.
124. *Euonymus oxyphyllus* Miq.
125. *Falcaria vulgaris* Bernh.
126. *Filipendula ulmaria* (L.) Maxim.
127. *Filipendula vulgaris* Moench
128. *Fragaria vesca* L.
129. *Fragaria vesca* 'Regina'
130. *Fragaria vesca* 'Rugia'
131. *Fragaria vesca* 'Superba von Derenthal'
132. *Fragaria vesca* 'Yellow Wonder'
133. *Fragaria virginiana* Mill.
134. *Fragaria viridis* Duchesne
135. *Gaillardia aristata* Porsch.
136. *Galega officinalis* L.
137. *Galega officinalis* L.
138. *Galium aparine* L.
139. *Gaultheria cuneata* (Rehder & E.H.Wilson) Bean
140. *Gauteria procumbens* L.
141. *Gaultheria shallon* Pursh
142. *Genista tinctoria* L.
143. *Genista germanica* L.
144. *Gentiana cruciata* L.
145. *Geranium sanguineum* L.
146. *Geranium sylvaticum* L.

147. *Geum urbanum* L.
148. *Gladiolus murieale* Kelwey (bulbi)
149. *Glycine max* 'Hokkaido Black'
150. *Helichrysum arenarium* (L.) Moench
151. *Hieracium bupleuroides* C.C.Gmel.
152. *Hypericum androsaemum* L.
153. *Ilex verticillata* (L.) AGray
154. *Impatiens parviflora* DC.
155. *Inula britannica* L.
156. *Inula ensifolia* L.
157. *Inula hirta* L.
158. *Iris foetidissima* L.
159. *Iris sibirica* L.
160. *Jasione montana* L.
161. *Jovibarba hirta* subsp. *glabrescens* (Sabr.) Soó
162. *Juncus squarrosus* L.
163. *Lactuca sativa* 'Rhenania'
164. *Lactuca sativa* var. *angustifolia* 'Purpurat'
165. *Lactuca sativa* var. *crispa* 'Lollo Bionda'
166. *Laserpitium archangelica* Wulfen
167. *Laserpitium latifolium* L.
168. *Lathyrus latifolius* L.
169. *Lathyrus niger* (L.) Bernh.
170. *Lathyrus nissolia* L.
171. *Lathyrus vernus* (L.) Bernh.
172. *Leontodon hispidus* L.
173. *Leucoium vernum* subsp. *carpaticum* (Spring) O.Schwartz
174. *Liatris pycnostachya* Michx.
175. *Ligularia dentate* (A.Grey) H.Hara
176. *Ligusticum scoticum* L.
177. *Ligustrum vulgare* L.
178. *Lilium martagon* L.
179. *Lilium regale* E.H.Wilson
180. *Linaria vulgaris* Mill.
181. *Lindera benzion* (L.) Blume
182. *Linosyris vulgaris* Cass.
183. *Linum austriacum* L.
184. *Linum hirsutum* L.
185. *Lithospermum officinale* L.
186. *Lithospermum purpurocaeruleum* L.
187. *Lonicera alpigena* f. *nana* (Carr.) Nichols.
188. *Lonicera periclymenum* L.
189. *Lonicera periclymenum* L.
190. *Ludwigia palustris* (L.) Elliott
191. *Lunaria rediviva* L.
192. *Lycopersicon esculentum* 'Avizo'
193. *Lycopersicon esculentum* 'Celsior'
194. *Lycopersicon esculentum* 'Jokato'
195. *Lycopersicon esculentum* 'Maskotka'
196. *Lycopersicon esculentum* 'Złoty Ożarowski'

197. *Lycopus europaeus* L.
198. *Lysimachia vulgaris* L.
199. *Maianthemum bifolium* (L.) F.W.Schmidt
200. *Magnolia acuminata* (L.) L.
201. *Magnolia sieboldii* K.Koch
202. *Magnolia stellata* (Siebold & Zucc.) Maxim.
203. *Magnolia tripetala* (L.) L.
204. *Malva moschata* L.
205. *Malva sylvestris* L.
206. *Medicago falcata* L.
207. *Melandrium rubrum* (Weigel) Garcke
208. *Melica nutans* L.
209. *Melica transsilvanica* Schur
210. *Melothria scabra* Naudin
211. *Muscari comosum* (L.) Mill.
212. *Mycelis muralis* (L.) Dumort.
213. *Nicotiana alata* L. (mix)
214. *Ocimum basilicum* L.
215. *Ononis arvensis* L.
216. *Ostericum palustre* Besser
217. *Padus avium* Mill.
218. *Paeonia officinalis* L.
219. *Papaver rhoeas* L.
220. *Papaver somniferum* L.
221. *Penstemon campanulatus* (Cav.) Willd.
222. *Peucedanum alsaticum* L.
223. *Phaseolus coccineus* 'Piękny Jaś'
224. *Phaseolus coccineus* var. *albiflorus*
225. *Phaseolus lunatus* L.
226. *Phaseolus vulgaris* 'Marconi a Grand Bianco'
227. *Phyllitis scolopendrium* (L.) Newman
228. *Physalis alkekengi* L.
229. *Physalis ixocarpa* 'Amarylla'
230. *Physalis ixocarpa* 'Purple di Milpa'
231. *Physalis peruviana* 'Golden Berry'
232. *Phyteuma spicatum* L.
233. *Pieris japonica* Ehrh.
234. *Pinus armandii* Franch.
235. *Pinus cembra* L.
236. *Pinus koraiensis* Siebold & Zucc.
237. *Pisum sativum* 'Kent'
238. *Plantago major* L.
239. *Plantago maritima* L.
240. *Polemonium coeruleum* L.
241. *Polygonatum multiflorum* (L.) All.
242. *Polygonatum vericillatum* (L.) All.
243. *Polygonum bistorta* L.
244. *Polypodium vulgare* L.
245. *Portulaca oleracea* var. *Sativa* DC.
246. *Primula elatior* (L.) Hill

247. *Primula veris* (L.) Hill.
248. *Prunus fruticosa* Pall.
249. *Pulicaria dysenterica* (L.) Bernh.
250. *Pulsatilla vulgaris* (L.) Mill.
251. *Pyrola media* Sw.
252. *Ranunculus illyricus* L.
253. *Raphanus sativus* var. *major* 'Titania'
254. *Raphanus sativus* var. *niger* (Mill.) J.Kern.
255. *Reseda lutea* L.
256. *Rhamnus cathartica* L.
257. *Rhamnus frangula* L.
258. *Rhododendron catawbiense* Michx.
259. *Rhododendron luteum* Sweet
260. *Rhododendron ponticum* L.
261. *Rosa gallica* L.
262. *Rosa majalis* Herrm.
263. *Rosa multiflora* Thunb
264. *Rosa pendulina* L.
265. *Rosa rubiginosa* L.
266. *Rosa rugosa* Thunb.
267. *Rosa rubiginosa* L.
268. *Rumex patientia* L.
269. *Salvia coccinea* Juss. ex Murray
270. *Salvia glutinosa* L.
271. *Salvia pratensis* L.
272. *Salvia verticillata* L.
273. *Sambucus ebulus* L.
274. *Sambucus nigra* L.
275. *Sambucus racemosa* L.
276. *Saxifraga granulata* L.
277. *Saxifraga paniculata* Mill.
278. *Scabiosa ochroleuca* L.
279. *Scandix pecten-veneris* L.
280. *Schizandra chinensis* (Turcz.) Baill.
281. *Scirpus sylvaticus* L.
282. *Scrophularia nodosa* L.
283. *Secale cereale* 'Bojko'
284. *Secale cereale* 'Kier'
285. *Sedum fabaria* W.D.J.Koch
286. *Sedum sexangulare* L.
287. *Senecio paludosus* L.
288. *Serratula lycopifolia* (Vill.) A.Kern.
289. *Seseli libanotis* (L.) W.D.J.Koch
290. *Smilacina racemosa* (L.) Desf.
291. *Solidago alpestris* Waldst. & Kit.
292. *Solidago virgaurea* L.
293. *Sonchus palustris* L.
294. *Sorbus alnifolia* (Siebold & Zucc.) K.Koch
295. *Sorbus aucuparia* L. em. Hedl.
296. *Spiraea media* Schmidt

297. *Staphylea pinnata* L.
298. *Stipa capillata* L.
299. *Symplocos paniculata* (Thunb.) Miq.
300. *Tanacetum corymbosum* (L.) Sch.Bip.
301. *Tanacetum corymbosum* subsp. *clusii* (Fisch.) Hand.-Mazz.
302. *Tanacetum parthenium* (L.) Sch.Bip.
303. *Taxus baccata* L.
304. *Telekia speciosa* (Schreb.) Baumg.
305. *Tetragonia tetragonioides* (O.Pallas) et Kuntze
306. *Tetragonia tetragonioides* 'Rubrifolia'
307. *Tetragonolobus maritimus* (L.) Roth.
308. *Thalictrum minus* L.
309. *Thlipsis arvense* L.
310. *Thlipsis caerulea* J.Presl & C.Presl
311. *Tofieldia calyculata* (L.) Wahlenb.
312. *Trifolium arvense* L.
313. *Trifolium montanum* L.
314. ×*Triticum rimpaii* 'Andrus'
315. *Trollius altissimus* Crantz
316. *Vaccinium angustifolium* Ait.
317. *Vaccinium myrtilloides* Michx.
318. *Vaccinium uliginosum* L.
319. *Vaccinium vitis-idea* L.
320. *Veratrum lobelianum* Bernh
321. *Veratrum nigrum* L.
322. *Verbascum chaixii* subsp. *austriacum* (Schott ex Roem. & Schult.) Hayek
323. *Veronica paniculata* L. subsp. *paniculata*
324. *Veronica urticifolia* Jacq.
325. *Viburnum opulus* L.
326. *Viburnum trilobum* Marshall
327. *Vicia faba* 'Bartom'
328. *Vicia faba* 'Celtica Nana'
329. *Vicia faba* 'Hangdown Biały'
330. *Vicia faba* 'Karmazyn'
331. *Vicia pisiformis* L.
332. *Vigna mungo* (L.) Hepper
333. *Vigna radiata* (L.) R. Wilczek
334. *Vigna unguiculata* (L.) Walp. (dwarf)
335. *Vigna unguiculata* (L.) Walp (staked)
336. *Vincetoxicum hirundinaria* Medik.
337. *Viscaria vulgaris* Röhl.
338. *Zea mays* 'Ambrozja F₁'
339. *Zea mays* 'Truskawkowa'

Part II

Seeds collected in nature

	Taxon	Possition	Date of Crop
340.	<i>Acer negundo</i> L.	afforestations among fields Warsaw, Ursynów	19.10.16. JP
341.	<i>Aegopodium podagraria</i> L.	Zakopane, Bulwary Słowackiego	23.08.16. JP
342.	<i>Alliaria petiolata</i> (M. Bieb.) Cavara & Grande	Kabacki Forest	30.06.16 JP
343.	<i>Alliaria petiolata</i> (M.Bieb.) Cavara & Grande	Zakopane, Bulwary Słowackiego	23.08.16 JP
344.	<i>Allium oleraceum</i> L.	Warsaw Nadwiśle, Wólka Zerzeńska	20.08.16 AG
345.	<i>Anthyllis vulneraria</i> L.	Chłapowo, Pomeranian Province	13.07.16 JP
346.	<i>Berteroa incana</i> (L.) DC.	Pomiechówek, near Railway Station	08.10.16 JP
347.	<i>Carlina vulgaris</i> L.	Wólka Zerzeńska	03.09.16 AG
348.	<i>Centaurea cyanus</i> L.	Ochudno	25.06.16 JP
349.	<i>Centaurea cyanus</i> L.	Ostrowo, Pomeranian Province	14.07.16 JP
350.	<i>Centaurea stoebe</i> L.	Wólka Zerzeńska	14.08.16 AG
351.	<i>Cerasus avium</i> (L.) Moench	Ostrowo, Pomeranian Province	14.07.16 JP
352.	<i>Chamaenerion angustifolium</i> (L.) Scop.	Beskid Niski	03.08.16 AG
353.	<i>Chamaenerion angustifolium</i> (L.) Scop.	Zakopane, Bulwary Słowackiego	23.08.16 JP
354.	<i>Empetrum nigrum</i> L.	Ostrowo, Pomeranian Province	14.07.16 JP
355.	<i>Galeopsis bifida</i> Boenn.	Zakopane, Bulwary Słowackiego	23.08.16 JP
356.	<i>Galium aparine</i> L.	Pomiechówek, near Czarnowo forts	17.07.16 JP
357.	<i>Galium aparine</i> L.	Zakopane, Bulwary Słowackiego	23.08.16 JP
358.	<i>Humulus lupulus</i> L.	afforestations among fields Warsaw, Ursynów	19.10.16 JP
359.	<i>Impatiens parviflora</i> DC.	Zakopane, road to Kuźnice	21.08.16 JP

360.	<i>Lathyrus sylvestris</i> L.	Warsaw, Nadwiśle, Wólka Zerzeńska	04.09.16 AG
361.	<i>Melandrium album</i> (Mill.) Garcke	Pomieczówek	03.09.16 JP
362.	<i>Melandrium album</i> (Mill.) Garcke	Wólka Zerzeńska	14.08.16 AG
363.	<i>Mycelis muralis</i> (L.) Dumort.	Zakopane, Bulwary Słowackiego	23.08.16 JP
364.	<i>Orobanche reticulata</i> Wallr.	Malužiná, Slovakia	04.08.16 AK
365.	<i>Plantago lanceolata</i> L.	Ostrowo, Pomeranian Province	06.07.16 JP
366.	<i>Plantago major</i> L.	Zakopane, Bystre	23.08.16 JP
367.	<i>Prenanthes purpurea</i> L.	Zakopane, Bulwary Słowackiego	23.08.16 JP
368.	<i>Prunus cerasifera</i> Ehrh.	Kabacki Forest	29.07.16 JP
369.	<i>Prunus spinosa</i> L.	Czarnowo Forts	04.09.16 JP
370.	<i>Rubus idaeus</i> L.	Zakopane, road to Kuźnice	23.08.16 JP
371.	<i>Tragopogon orientalis</i> L.	Wólka Zerzeńska	14.08.16 AG
372.	<i>Vaccinium myrtillus</i> L.	Ostrowo, Pomeranian Province	14.07.16 JP
373.	<i>Vaccinium myrtillus</i> L.	Forest near Ochudno,	17.07.16 JP

Part III

Seeds from Gene Bank

If you like to get the material from Gene Bank, fill indispensable documents under SMTA (look at annex *)

374.	<i>Secale cereale</i> subsp. <i>afghanicum</i> (Vavilov) Hammer	30225 RUS/ARM
375.	<i>Secale cereale</i> subsp. <i>ancestrale</i> Zhuk.	17791 SWE
376.	<i>Secale cereale</i> subsp. <i>ancestrale</i> Zhuk.	14357 USA/TUR
377.	<i>Secale cereale</i> subsp. <i>ancestrale</i> Zhuk.	24265 DEU/TUR
378.	<i>Secale cereale</i> subsp. <i>dighoricum</i> Vavilov	17785 SWE
379.	<i>Secale cereale</i> subsp. <i>segetale</i> Zhuk.	14370 USA/TUR
380.	<i>Secale cereale</i> subsp. <i>segetale</i> Zhuk.	24270 RUS/AZE
381.	<i>Secale cereale</i> subsp. <i>segetale</i> Zhuk.	1782/94 ISR/TUR
382.	<i>Secale strictum</i> subsp. <i>africanum</i> (Stapf) Hammer	834/96 RUS/ZAF
383.	<i>Secale strictum</i> subsp. <i>anatolicum</i> (Boiss.) Hammer	835/96/144 RUS/ARM
384.	<i>Secale strictum</i> subsp. <i>anatolicum</i> (Boiss.) Hammer	14361 USA/TUR
385.	<i>Secale strictum</i> subsp. <i>ciliatoglume</i> (Boiss.) Hammer	24266 DEU/CZE
386.	<i>Secale strictum</i> subsp. <i>kuprijanovii</i> (Grossh.) Hammer	2704 RUS/ARM
387.	<i>Secale strictum</i> subsp. <i>kuprijanovii</i> (Grossh.) Hammer	836/96 RUS/RUS
388.	<i>Secale strictum</i> subsp. <i>kuprijanovii</i> (Grossh.) Hammer	2705 RUS/AZE
389.	<i>Secale strictum</i> C.Presl	6038 RUS/CZE
390.	<i>Secale strictum</i> C.Presl	2706 RUS/HUN
391.	<i>Secale strictum</i> C.Presl	789/95 ITA/ITA
392.	<i>Secale strictum</i> C.Presl	805 SVN
393.	<i>Secale strictum</i> C.Presl	1785/94 ISR/TUR
394.	<i>Secale strictum</i> C.Presl	17779 SWE
395.	<i>Secale sylvestre</i> Host	2707 RUS/AZE

396. Secale sylvestre Host	30227 RUS/UKR
397. Secale sylvestre Host	839/96/144 RUS/BGR
398. Secale vavilovii Grossh.	14385 USA/TUR
399. Secale vavilovii Grossh.	362/03/287 CZE
400. Secale vavilovii Grossh.	1784/94 ISR/TUR

Thank you for your order!

STANDARD MATERIAL TRANSFER AGREEMENT*

PREAMBLE

WHEREAS

The International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as “the **Treaty**”)¹ was adopted by the Thirty-first session of the FAO Conference on 3 November 2001 and entered into force on 29 June 2004;

The objectives of the **Treaty** are the conservation and sustainable use of **Plant Genetic Resources for Food and Agriculture** and the fair and equitable sharing of the benefits arising out of their use, in harmony with the Convention on Biological Diversity, for sustainable agriculture and food security;

The Contracting Parties to the **Treaty**, in the exercise of their sovereign rights over their **Plant Genetic Resources for Food and Agriculture**, have established a **Multilateral System** both to facilitate access to **Plant Genetic Resources for Food and Agriculture** and to share, in a fair and equitable way, the benefits arising from the utilization of these resources, on a complementary and mutually reinforcing basis;

Articles 4, 11, 12.4 and 12.5 of the **Treaty** are borne in mind;

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

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

¹ *Note by the Secretariat:* as suggested by the Legal Working Group during the Contact Group for the Drafting of the Standard Material Transfer Agreement, defined terms have, for clarity, been put in bold throughout.

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

The references in the SMTA to the "Multilateral System" shall not be interpreted as limiting the application of the SMTA to *Annex I* Plant Genetic Resources for Food and Agriculture, and in the case of Article 6.2 of the SMTA shall mean "under this Agreement";

The reference in Article 6.11 and Annex 3 of the SMTA to "Plant Genetic Resources for Food and Agriculture belonging to the same crop, as set out in *Annex I* to the Treaty" shall be taken to mean "Plant Genetic Resources for Food and Agriculture belonging to the same crop".

ARTICLE 1 — PARTIES TO THE AGREEMENT

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

1.2 **This Agreement** is:

BETWEEN: (*name and address of the provider or providing institution, name of authorized official, contact information for authorized official*) (hereinafter referred to as “the **Provider**”),

AND: (*name and address of the recipient or recipient institution, name of authorized official, contact information for authorized official**) (hereinafter referred to as “the **Recipient**”).

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

ARTICLE 2 — DEFINITIONS

In **this Agreement** the expressions set out below shall have the following meaning:

“**Available without restriction**”: a **Product** is considered to be available without restriction to others for further research and breeding when it is available for research and breeding without any legal or contractual obligations, or technological restrictions, that would preclude using it in the manner specified in the **Treaty**.

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

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

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

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

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

“**Product**” means **Plant Genetic Resources for Food and Agriculture** that incorporate² 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.

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.

² As evidenced, for example, by pedigree or notation of gene insertion.

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

“**To commercialize**” means to sell a **Product** or **Products** for monetary consideration on the open market, and “**commercialization**” has a corresponding meaning. **Commercialization** shall not include any form of transfer of **Plant Genetic Resources for Food and Agriculture under Development**.

ARTICLE 3 — SUBJECT MATTER OF THE MATERIAL TRANSFER AGREEMENT

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

ARTICLE 4 — GENERAL PROVISIONS

4.1 **This Agreement** is entered into within the framework of the **Multilateral System** and shall be implemented and interpreted in accordance with the objectives and provisions of the **Treaty**.

4.2 The parties recognize that they are subject to the applicable legal measures and procedures, that have been adopted by the Contracting Parties to the **Treaty**, in conformity with the **Treaty**, in particular those taken in conformity with Articles 4, 12.2 and 12.5 of the **Treaty**.³

4.3 The parties to **this Agreement** agree that (*the entity designated by the **Governing Body***),⁴ acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**, is the third party beneficiary under **this Agreement**.

4.4 The third party beneficiary has the right to request the appropriate information as required in Articles 5e, 6.5c, 8.3 and *Annex, 2 paragraph 3*, to **this Agreement**.

4.5 The rights granted to the (*the entity designated by the **Governing Body***) above do not prevent the **Provider** and the **Recipient** from exercising their rights under **this Agreement**.

ARTICLE 5 — RIGHTS AND OBLIGATIONS OF THE PROVIDER

The **Provider** undertakes that the **Material** is transferred in accordance with the following provisions of the **Treaty**:

- a) Access shall be accorded expeditiously, without the need to track individual accessions and free of charge, or, when a fee is charged, it shall not exceed the minimal cost involved;

³ In the case of the International Agricultural Research Centres of the Consultative Group on International Agricultural Research (CGIAR) and other international institutions, the Agreement between the Governing Body and the CGIAR Centres and other relevant institutions will be applicable.

⁴ *Note by the Secretariat*: by Resolution 2/2006, the Governing Body “invite[d] the Food and Agriculture Organization of the United Nations, as the Third Party Beneficiary, to carry out the roles and responsibilities as identified and prescribed in the Standard Material Transfer Agreement, under the direction of the Governing Body, in accordance with the procedures to be established by the Governing Body at its next session”. Upon acceptance by the FAO of this invitation, the term, “the entity designated by the Governing Body”, will be replaced throughout the document by the term, “the Food and Agriculture Organization of the United Nations”.

- b) All available passport data and, subject to applicable law, any other associated available non-confidential descriptive information, shall be made available with the **Plant Genetic Resources for Food and Agriculture** provided;
- c) Access to **Plant Genetic Resources for Food and Agriculture under Development**, including material being developed by farmers, shall be at the discretion of its developer, during the period of its development;
- d) Access to **Plant Genetic Resources for Food and Agriculture** protected by intellectual and other property rights shall be consistent with relevant international agreements, and with relevant national laws;
- e) The **Provider** shall periodically inform the **Governing Body** about the Material Transfer Agreements entered into, according to a schedule to be established by the **Governing Body**. This information shall be made available by the **Governing Body** to the third party beneficiary.⁵

ARTICLE 6 — RIGHTS AND OBLIGATIONS OF THE RECIPIENT

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

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

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

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

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

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

6.5 In the case that the **Recipient** transfers a **Plant Genetic Resource for Food and Agriculture under Development** to another person or entity, the **Recipient** shall:

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

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

- a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement, provided that Article 5a of the Standard Material Transfer Agreement shall not apply;
- b) identify, in *Annex 1* to the new material transfer agreement, the **Material** received from the **Multilateral System**, and specify that the **Plant Genetic Resources for Food and Agriculture under Development** being transferred are derived from the **Material**;
- c) notify the **Governing Body**, in accordance with Article 5e; and
- d) have no further obligations regarding the actions of any **subsequent recipient**.

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

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

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

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

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

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

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

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

ARTICLE 7 — APPLICABLE LAW

The applicable law shall be General Principles of Law, including the UNIDROIT Principles of International Commercial Contracts 2004, the objectives and the relevant provisions of the **Treaty**, and, when necessary for interpretation, the decisions of the **Governing Body**.

ARTICLE 8 — DISPUTE SETTLEMENT

- 8.1 Dispute settlement may be initiated by the **Provider** or the **Recipient** or the (*the entity designated by the **Governing Body***), acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**.
- 8.2 The parties to **this Agreement** agree that the (*the entity designated by the **Governing Body***), representing the **Governing Body** and the **Multilateral System**, has the right, as a third party beneficiary, to initiate dispute settlement procedures regarding rights and obligations of the **Provider** and the **Recipient** under **this Agreement**.
- 8.3 The third party beneficiary has the right to request that the appropriate information, including samples as necessary, be made available by the **Provider** and the **Recipient**, regarding their obligations in the context of **this Agreement**. Any information or samples so requested shall be provided by the **Provider** and the **Recipient**, as the case may be.
- 8.4 Any dispute arising from **this Agreement** shall be resolved in the following manner:
- a) Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute by negotiation.
 - b) Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation through a neutral third party mediator, to be mutually agreed.

- c) Arbitration: If the dispute has not been settled by negotiation or mediation, any party may submit the dispute for arbitration under the Arbitration Rules of an international body as agreed by the parties to the dispute. Failing such agreement, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. Either party to the dispute may, if it so chooses, appoint its arbitrator from such list of experts as the Governing Body may establish for this purpose; both parties, or the arbitrators appointed by them, may agree to appoint a sole arbitrator, or presiding arbitrator as the case may be, from such list of experts. The result of such arbitration shall be binding.

ARTICLE 9 — ADDITIONAL ITEMS

Warranty

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

Duration of Agreement

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

ARTICLE 10 — SIGNATURE/ACCEPTANCE

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

Option 1 –Signature

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

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

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

Signature..... Date.....
Name of the **Recipient**.....

Option 2 – Shrink-wrap Standard Material Transfer Agreements*

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

Option 3 – Click-wrap Standard Material Transfer Agreement*

I hereby agree to the above conditions.

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

Annex 1

LIST OF MATERIALS PROVIDED

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

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

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

(*List*)

Annex 2

RATE AND MODALITIES OF PAYMENT UNDER ARTICLE 6.7 OF THIS AGREEMENT

1. If a **Recipient**, its affiliates, contractors, licensees, and lessees, **commercializes a Product or Products**, then the **Recipient** shall pay one point-one percent (1.1 %) of the **Sales** of the **Product or Products** less thirty percent (30%); except that no payment shall be due on any **Product or Products** that:
 - (a) are **available without restriction** to others for further research and breeding in accordance with Article 2 of **this Agreement**;
 - (b) have been purchased or otherwise obtained from another person or entity who either has already made payment on the **Product or Products** or is exempt from the obligation to make payment pursuant to subparagraph (a) above;
 - (c) are sold or traded as a commodity.
2. Where a **Product** contains a **Plant Genetic Resource for Food and Agriculture** accessed from the **Multilateral System** under two or more material transfer agreements based on the Standard Material Transfer Agreement only one payment shall be required under paragraph 1 above.
3. The **Recipient** shall submit to the **Governing Body**, within sixty (60) days after each calendar year ending December 31st, an annual report setting forth:
 - (a) the **Sales** of the **Product or Products** by the **Recipient**, its affiliates, contractors, licensees and lessees, for the twelve (12) month period ending on December 31st;
 - (b) the amount of the payment due; and
 - (c) information that allows for the identification of any restrictions that have given rise to the benefit-sharing payment.
4. Payment shall be due and payable upon submission of each annual report. All payments due to the **Governing Body** shall be payable in (*specified currency*)⁶ for the account of (*the Trust Account or other mechanism established by the Governing Body in accordance with Article 19.3f of the Treaty*).⁷

⁶ *Note by the Secretariat:* The Governing Body has not yet considered the question of currency of payment. Until it does so, Standard Material Transfer Agreements should specify United States dollars (US\$).

⁷ *Note by the Secretariat:* This is the Trust Account provided for in Article 6.3 of the Financial Rules, as approved by the Governing Body (*Appendix E* to this Report). The details of the Trust Account when established, will be introduced here, and communicated to Contract Parties.

Annex 3

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

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

Annex 4

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

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

Signature.....

Date.....⁸

⁸ In accordance with Article 6.11h of the Standard Material Transfer Agreement, the option for this modality of payment will become operative only once notification has been provided by the **Recipient** to the **Governing Body**. The signed declaration opting for this modality of payment must be sent by the **Recipient** to the **Governing Body** at the following address, whichever method of acceptance of **this Agreement** (signature, shrink-wrap or click-wrap) has been chosen by the parties to **this Agreement**, and whether or not the **Recipient** has already indicated his acceptance of this option in accepting **this Agreement** itself:

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

The signed declaration must be accompanied by the following:

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