

Annex 6

Agreement on the supply of living plant material⁵ for non-commercial purposes leaving the International Plant Exchange Network

Against the background of the provisions and decisions of the Convention on Biological Diversity of 1992 (CBD) and in particular those on access to genetic resources and benefit-sharing, the garden is dedicated to promoting the conservation, sustainable use, and research of biological diversity. The garden therefore expects its partners in acquiring, maintaining, and transferring plant material to always act in accordance with the CBD and the Convention on the International Trade in Endangered Species (CITES).

The responsibility for legal handling of the plant material passes on to the recipient upon receipt of the material. The requested plant material will be supplied to the recipient only on the following conditions:

1. Based on this agreement, the plant material is supplied only for non-commercial use such as scientific study and educational purposes as well as environmental protection. Should the recipient at a later date intend a commercial use or a transfer for commercial use, the country of origin's prior informed consent (PIC) must be obtained in writing before the material is used or transferred. The recipient is responsible for ensuring an equitable sharing of benefits.
2. On receiving the plant material, the recipient endeavours to document the received plant material, its origin (country of origin, first receiving garden, „donor“ of the plant material, year of collection) as well as the acquisition and transfer conditions in a comprehensible manner.
3. In the event that scientific publications are produced based on the supplied plant material, the recipient is obliged to indicate the origin of the material (the supplying garden and if known the country of origin) and to send these publications to the garden and to the country of origin without request.
4. On request, the garden will forward relevant information on the transfer of the plant material to the body charged with implementing the CBD⁶.
5. The recipient may transfer the received plant material to third parties only under these terms and conditions and must document the transfer in a suitable manner (e.g. by using the documentation form, such as provided in Annex 1.3).

I accept the above conditions.

Date, Signature

Recipient's name and address, stamp

⁵ According to the CBD "genetic resources" means genetic material of actual or potential value. This definition covers both living and not living material. The Code of Conduct and the IPEN covers only the exchange of living plant material (living plants or parts of plants, diaspores) thus falling in the definition of genetic resources.

⁶ ideally, the national focal point in the garden's home country