AGREEMENT BETWEEN

(Depositor)

AND

THE ROYAL NORWEGIAN MINISTRY OF AGRICULTURE AND FOOD

CONCERNING THE DEPOSIT OF SEEDS IN THE

SVALBARD GLOBAL SEED VAULT

DEPOSIT AGREEMENT BETWEEN THE DEPOSITOR AND THE ROYAL NORWEGIAN MINISTRY OF AGRICULTURE AND FOOD

PREAMBLE

WHEREAS

1. The Government of the Kingdom of Norway has established the Svalbard Global Seed Vault (hereinafter referred to as "Seed Vault") to provide a safety net for the international conservation system of plant genetic resources, and to contribute to securing the maximum amount of plant genetic diversity of importance to humanity for the long-term in accordance with the latest scientific knowledge and most appropriate techniques;

2. The Svalbard Global Seed Vault will be under the ownership of the Government of the Kingdom of Norway, and situated in Longyearbyen, Svalbard. The Royal Norwegian Ministry of Agriculture and Food is the national authority liable for the Svalbard Global Seed Vault;

3. The Royal Norwegian Ministry of Agriculture and Food, the Global Crop Diversity Trust and the Nordic Genetic Resource Centre have entered into an agreement providing for the management, operation and the long-term funding of the Svalbard Global Seed Vault. Under the agreement, the Nordic Genetic Resource Centre is required to liaise with depositors with respect to the material to be deposited and the timetable and process for deposition, including guiding the depositors with regard to the packaging and labeling of the material to be deposited consistent with the guidelines and applicable national and international law, and is required, on behalf of the Royal Norwegian Ministry of Agriculture and Food, to enter into and sign the Deposit Agreements with depositors on the basis of the Standard Deposit Agreement (revised 28 January 2013);

4. [**********] (hereinafter referred to as "the Depositor") holds a collection of seeds of distinct plant genetic resources of importance to humanity, and wishes to ensure the long-term safety of its collection by depositing samples of that collection in the Svalbard Global Seed Vault.

Now therefore, the Royal Norwegian Ministry of Agriculture and Food and the Depositor (hereinafter referred to collectively as "the Parties") hereby agree as follows:

1. PARTIES TO THE AGREEMENT

The present standard agreement is between

(Name of the Depositor) (*The Depositor*)

and

The Norwegian Ministry of Agriculture and Food (*The Ministry*), represented by:

The Nordic Genetic Resource Centre

2. SUBJECT MATTER OF THE AGREEMENT

1. The Depositor and the Ministry agree that the Deposited Material in the Svalbard Global Seed Vault is deposited in accordance with the terms and conditions set out in this Agreement. The agreement covers all Deposited Material deposited by the Depositor in the Svalbard Global Seed Vault.

3. RIGHTS, RESPONSIBILITY AND OBLIGATIONS OF THE DEPOSITOR

3.1 Requirements to the Deposited Material

1. Subject to paragraph 2 of this Article, the Depositor shall deposit only samples of plant genetic resources that:
    a. Are, to the best of the Depositor's knowledge,
        i. of importance to food security and sustainable agriculture;
        ii. samples of plant genetic resources that have not yet been deposited in the Svalbard Global Seed Vault;
    b. Have been safety duplicated in a suitable gene bank.
    c. Are available to other natural or legal persons in a manner that facilitates access for conservation and sustainable use in compliance with national laws and applicable international treaties.

2. Any or all of the requirements set out in paragraph 1 of this Article may be waived by the Ministry*, or by the Nordic Genetic Resource Centre or other institution designated by the Ministry to act on its behalf as manager of the Svalbard Global Seed Vault*. Any waiver granted shall be in writing.

3.2 Shipment

1. The Depositor shall provide an inventory of each shipment of Deposited Materials under this Agreement in accordance with the standards set out in the Annex.
2. Costs pertaining to the packaging and shipping of the Deposited Materials shall be borne by the Depositor or a third party that has agreed to cover these costs.

3. The Depositor shall ensure that the Deposited Materials in each shipment:
    a. conform fully to the information in the electronic inventory submitted to the Nordic Genetic Resource Centre prior to shipment;
    b. are accompanied by any necessary certificates relating to the plant health of the samples as may be required by the laws of the country of export, the Government of the Kingdom of Norway, and any other country through whose territory the Deposited Materials are to transit, and that other procedures required by those laws in respect of that shipment have been complied with;
    c. are deposited consistent with the FAO Genebank standards or any other applicable international technical standards;
    d. have been packed, sealed and labeled and are accompanied by appropriate documentation in conformity with the standards set out in the Annex to this Agreement, taking into account such guidelines as may be issued from time to time by the Ministry ; and
    e. will be dispatched in accordance with the schedule agreed with the Nordic Genetic Resource Centre.

3.3 Withdrawal of Deposited Materials

1. The Depositor shall have the right to withdraw all or any of its 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.
3. The Ministry undertakes to return the Deposited Materials 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 Government of the Kingdom of Norway on the return of the Deposited Materials and for all import or transit procedures required by the country of import or transit. The Ministry 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 Ministry in writing if it no longer wishes the Deposited Materials to be retained in the Svalbard Global Seed Vault but does not wish the Deposited Materials to be returned to it; in such case, the Deposited Materials will be disposed of by the Ministry in accordance with its operating rules and procedures applicable to the Svalbard Global Seed Vault.

4. RIGHTS AND OBLIGATIONS OF THE NORWEGIAN MINISTRY OF AGRICULTURE AND FOOD

4.1 Obligation of the Ministry

1. The material deposited will be maintained in permafrost conditions supplemented by refrigeration in accordance with internationally accepted standards for long-term seed storage.
2. The Deposited Material shall not be further transferred, except back to the original Depositor or the Depositor's successor in title, or in accordance with the Depositor's instructions.
3. All storage costs pertaining to the Deposited Materials shall, unless otherwise agreed between the Parties, be the responsibility of the Ministry.
4. The Deposited Materials will remain in sealed envelopes packed in sealed boxes, unless otherwise agreed with the Depositor. 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 Ministry shall notify the Depositor. In the event that seeds have been spilled they will be destroyed. In the case of other damage or failure, including packaging not in accordance with the requirements in the Annex, the Ministry will endeavor 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.
5. The Ministry is not responsible for viability monitoring and regeneration of Deposited Materials. Where additional samples have been provided by the Depositor for the purpose of viability testing of the Deposited Material in agreement with the Ministry, the samples will be returned at the Depositor's request and expense. Testing samples shall be packed in separate boxes.
6. The Ministry shall inform the Depositor of the location of the Deposited Materials in the Svalbard Global Seed Vault.

4.2 Maintenance of viability and quality

1. The Ministry does not assume responsibility for viability and quality monitoring of the original accessions represented in the Deposited Materials.
2. The Ministry does not assume responsibility for the periodic monitoring of viability and regeneration of the original accession of the Deposited Materials.

4.3 The right to refuse samples

1. The Ministry can refuse to accept samples for 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.
2. The Ministry reserves the right to give the highest priority to the safety storage of plant genetic resources for food and agriculture that are available for conservation and sustainable use in accordance with applicable international law.

4.4 Termination of the Deposit

1. The Ministry shall have the right to terminate the deposit, or part thereof, if the Depositor fail to comply fully with the terms and conditions set out in this Agreement.
2. The Ministry shall have the right to terminate the deposit, or part thereof, 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 Svalbard Global Seed Vault or the Government of the Kingdom of Norway with respect to the Svalbard Global Seed Vault.

3. Where Deposited Materials are returned as a result of the exercise by the Ministry 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 Ministry.

5. GENERAL PROVISIONS

5.1 Effect of the Deposit on Property rights

1. The act of depositing the Deposited Materials in the Svalbard Global Seed Vault shall have no effect 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 Nordic Genetic Resource Centre or the Ministry.

5.2 Amendment

1. This Agreement, including the annex to 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.

5.3 Entry into Force

This Agreement shall come into force on its signature by the authorized representatives of both the Depositor and the Royal Norwegian Ministry of Agriculture and Food.

5.4 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.

6. LIABILITY

1. The Ministry 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 Ministry or any employee or agent of the Ministry.

2. In the event of any damage caused by malfeasance or negligence on the part of the Ministry or any employee or agent of the Ministry, the liability of the Ministry 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, or similar costs.

7. DISPUTE SETTLEMENT

1. Any dispute that cannot be settled by negotiations between the Parties to this Agreement, or through such other procedure as may be agreed between the Parties, shall be finally settled by arbitration in accordance with the Rules or Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
2. This Agreement shall be governed by the laws of the Kingdom of Norway. Only the Norwegian court which is locally competent shall have jurisdiction to enforce an award against the Royal Ministry of Agriculture and Food, and only the court which is locally competent for the Depositor shall have jurisdiction to enforce an award against the Depositor.
3. This Agreement does not give rise to rights or obligations under international law.

8. SIGNATURE

This Agreement will be signed in three copies.

Signed on behalf of the Depositor:	**Signed on behalf of the Royal Norwegian Ministry of Agriculture and Food:**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

ANNEX 1

Requirements for the Quality, Quantity, Packing, Inventory and Shipment of Deposit Materials

1. The samples of plant genetic resources for food and agriculture (PGRFA) must be of seed of high viability, free from diseases and pests as far as possible, and able to maintain adequate levels of germination for at least 10 years.

2. Samples are prepared for safety duplication in the same way as for the base collection of the Depositor. Conditions should be at least as stringent as those for long-term storage of germplasm in the Depositor's genebanks. The quality of seed preparation (i.e., drying) is important.

3. Actual sample size shall be at the discretion of the Depositor in accordance with latest scientific best practice. If possible, each sample should contain sufficient seeds to maintain the genetic integrity of the accession of PGRFA through at least three independent regenerations. If possible, a safety duplicate should contain at least 500 viable seeds for outbreeders and heterogeneous accessions with high diversity and a minimum of 300 seeds for genetically uniform accessions.
4. The seed samples should be packed and sealed in trilaminated aluminium foil packets of which the middle metal foil layer should be of adequate thickness. It should be formed into a pouch seamed on all four sides with no gusset. The foil packets must be durable and impervious to moisture, and generally conform to standards recommended for low temperature seed storage. Where packets contain sharp seeds, appropriate linings must be used to minimize the risk of puncturing the packets.

5. Each seed packet must be labeled with the Depositor's accession identifier/number for the PGRFA in question. Labels must be durable under the conditions of long-term low temperature storage. An outer and inner label should be placed on each packet of seeds to ensure that the germplasm is properly identified.

6. The seed packets must be packed and sealed in deposit boxes. The boxes must be durable, constructed of a material that is strong enough to support the weight of the seed packets they contain, withstand handling during shipping and remain rigid during cold storage, and generally conform to standards recommended for low temperature storage. Contact the Coordinator of Operation and Management with the Nordic Genetic Resource Centre for advice if you are in doubt regarding choice of deposit boxes.

7. Whenever feasible, a deposit box should be filled with samples that are expected to have the same life span (i.e., are of the same species and regeneration cycle), thus in general needing replacement at the same time.

8. Each deposit box must be labeled with the Depositor's name and box identification number. Give each box in your shipment a unique number, and ensure that the number on the label corresponds with the number in the final inventory of the shipment. Do not use decimal numbers or letters, only integer numbers: (1, 2, 3, 4, ...). Use successive numbers for successive shipments (e.g. if your first shipment consisted of 35 boxes the boxes in the following shipment shall list boxes from 36 and upwards). If you have sent boxes with test samples in addition to your deposit boxes these shall also be counted. Labels must be durable under the conditions of long-term low temperature storage, and must be placed on the top and four sides of the box.

9. The maximum dimensions for the deposit box are: 60cm long by 40cm wide by 28cm high and no less than 55cm long by 35cm wide by 25cm high. Where deposit boxes of a smaller dimension are necessary (see point 6) then two, but no more than three deposit boxes may be placed in a storage box that conforms with required maximum and minimum dimensions. In these cases the outside box must also be labelled with the Depositor's name and the identification numbers for the deposit boxes inside.

10. Any boxes of testing samples for germination checking (as may have been agreed with the Nordic Genetic Resource Centre) must be clearly marked accordingly.

11. All deposit boxes must include an inventory of their contents within the sealed box. The list must provide at the minimum the following associated information for each seed sample in the box:

    - FAO WIEWS institute code
    - Deposit box number
    - Collection name
    - Accession number
    - Full scientific name
    - Country of collection or source
    - Number of seeds in the sample
    - Regeneration month and year

12. For each planned shipment of Deposit Materials to the Svalbard Global Seed Vault:

    - Shipment is made according to the schedule agreed with the Nordic Genetic Resource Centre. The deposit openings are announced well in advance and the Depositor may at any time request the schedule for openings. Notice of shipment should be made at least six weeks in advance of the planned shipment and actual shipment should be based on acceptance and confirmation from the Nordic Genetic Resource Centre.

    - An electronic inventory of the contents of all the deposit boxes in the planned shipment should be submitted to the Nordic Genetic Resource Centre at least three weeks in advance of the planned date of shipping. The inventory should report the data required on the contents as listed under paragraph 10 and specified under Depositor Guidelines at www.nordgen.org/sgsv. The electronic

inventory must conform to the data template provided by the Nordic Genetic Resource Centre.

- Following receipt of confirmation from the Nordic Genetic Resource Centre that the deposit can proceed and the import document for Svalbard, the shipment should be made by air courier to Oslo Gardermoen airport, Norway following the fastest and most direct routing, where possible avoiding transit through airports where temperatures are high.

- All shipments must conform to the requirements set out in this Annex and any additional technical guidelines provided by the Nordic Genetic Resource Centre at www.nordgen.org/sgsv, and include all necessary export, phytosanitary and import documentation.

- Shipments shall be made to the address provided by the Coordinator of Operations and Management. Make sure that the address used is the latest address provided. Currently (2016) the delivery address is:

Jetpak
Fridtjof Nansens vei
Gardermoen Airport
NO-2061 Gardermoen / Norway
Telephone: +47 63 94 54 00

Notify:
Svalbard Global Seed Vault
Attn: Åsmund Asdal
Phone: +47 91 36 51 66

Further information can be sought from:

The Coordinator for Operation and Management of the Svalbard Global Seed Vault,
The Nordic Genetic Resource Centre
PO Box 41
S-23053 Alnarp

Visiting/courier delivery address:
Smedjevägen 3, Alnarp
S-23053 Alnarp

Sweden

Tel: +46 4053 6640
Fax: +46 4053 6650
E-mail: sgsv@nordgen.org
www.nordgen.org
www.nordgen.org/sgsv