

## Additional Conditions applicable to PGRFA under Development being provided by Bioversity International

The Materials listed hereunder are plant genetic resources for food and agriculture (PGRFA) under Development and are made available under the attached Standard Material Transfer Agreement (SMTA). The Materials have been acquired as PGRFA under Development by Bioversity International from Crop Improvement Programme(s) (hereinafter designated as ‘the Original Provider(s)’).

Article 6.6 of the SMTA, dealing with transfers of PGRFA under Development, provides as follows:

*“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”.*

In accordance with Article 6.6 of the SMTA, the Material is hereby transferred subject to the following additional conditions, which reflect the additional conditions set by the Original Providers in making these Materials available to Bioversity International:

1. The Recipient is required to enter into an agreement with the Original Provider(s) prior to using the Material for:
  - *In vitro* propagation as planting material for sale,
  - Production of fruit for export,
  - Commercial production in a developed country,
  - Claiming ownership or seeking intellectual property protection over material essentially derived from germplasm supplied under this agreement,
  - Renaming the Material received under this agreement;
2. The Recipient shall provide Bioversity International directly with any evaluation data collected concerning the Material;
3. The Recipient shall inform Bioversity International of the names of persons or institutions to which Material received under this agreement are made available;
4. The Recipient shall acknowledge the Original Provider(s) of the germplasm in all publications or documents related to the Material;
5. The Recipient, when further distributing the Material, will clearly state that it was originally provided by the Original Provider(s), as specified in the germplasm list;
6. The Recipient shall obtain the same commitments set out in paragraphs 1-5 above from subsequent recipients to whom it may further distribute this germplasm;
7. Bioversity International will make evaluation data collected on the Material available to the Original Provider(s) and retains the right to make this information freely available to other interested parties.

### Germplasm List

ITC number	Accession Name	Original Provider

Please note that the above conditions are additional to those contained in the SMTA.

Name of the Provider or Providing Institution: Bioversity International

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of the Recipient or Recipient Institution: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_