

MEMORANDUM OF UNDERSTANDING
for the establishment of
A EUROPEAN GENE BANK INTEGRATED SYSTEM
(AEGIS)

DRAFT 22.05.2008

PREAMBLE

WHEREAS the International Treaty on Plant Genetic Resources for Food and Agriculture, provides for the conservation and sustainable use of plant genetic resources for food and agriculture and for the establishment of a Multilateral System of Access and Benefit-sharing that will allow for the continued exchange of plant genetic resources that are most important to food security and on which countries are most interdependent, on standard, globally agreed terms and conditions;

WHEREAS the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture, at its first session in June 2006, adopted the Standard Material Transfer Agreement, under which plant genetic resources for food and agriculture under the Multilateral System established by the Treaty will be transferred;

WHEREAS plant genetic resources for food and agriculture in Europe are conserved in some 500 institutions scattered over more than forty European countries, with a need for more coordination and sharing of responsibilities and activities related to conservation, management and access;

WHEREAS the countries of Europe wish to set up a European Genebank Integrated System to improve coordination with respect to the conservation of PGRFA in Europe and to facilitate the exchange of such PGRFA and related information among the countries and genebanks of Europe, without prejudice to the possible eventual extension of the system to *in situ* materials;

Now therefore, the countries and regional organizations party to this Memorandum of Understanding hereby agree as follows:

1 Definitions

For the purposes of this Memorandum of Understanding –

- i) “**AEGIS**” means the European Genebank Integrated System established under Article 2;
- ii) “**Annex I crops**” means PGRFA listed in Annex I of the Treaty;
- iii) “**Approved standards**” means standards approved by the ECPGR Steering Committee;
- iv) “**Black box arrangements**” means

- a. that the deposit of the material will not affect any property or other rights pertaining to the material;
- b. that the material deposited will remain in sealed containers, unless otherwise agreed with the depositor;
- c. that the terms and conditions governing the deposit of the material will be agreed between the depositor and the institution in which the materials are to be deposited;
- d. that the institution in which the materials are to be deposited will take no action to further transfer the material except back to the original depositor or the depositor's successor in title, or in accordance with the depositor's instructions.
- v) "**Central Crop Database**" means the ECPGR Central Crop Database (ECCDB) or such other system as may eventually be developed for this purpose;
- vi) "**Crop Conservation Work Plans**" means the work plans prepared by the ECPGR Crop Working Groups for each crop under Article 5d) and approved by the ECPGR Steering Committee under Article 5b)
- vii) "**ECPGR**" means the European Cooperative Programme for Plant Genetic Resources;
- viii) "**European Accessions**" means accessions registered as European Accessions in accordance with Article 6a), which shall be collectively known as "**the European Collection**", to be organised where feasible on a crop gene pool specific basis;
- ix) "**Non-Annex I crops**" means PGRFA other than PGRFA listed in Annex I of the Treaty;
- x) "**National Coordinator**" means an ECPGR National Coordinator whose mandate has been extended under Article 6 to act also as National Coordinator for AEGIS at the national level;
- xi) "**PGRFA**" means plant genetic resources for food and agriculture;
- xii) "**SMTA**" means the Standard Material Transfer Agreement adopted by the Governing Body of the Treaty at its First Session in June 2006;
- xiii) "**The Parties**" means the countries and regional organizations that have signed this Memorandum of Understanding;
- xiv) "**Treaty**" means the International Treaty on Plant Genetic Resources for Food and Agriculture, which entered into force on 29 June 2004;
- xv) "**institutions**" includes public sector, civil society and private sector genebanks, and other institutions holding PGRFA collections or providing conservation related services.

2 Establishment of AEGIS

- a) The Parties hereby **establish** the European Genebank Integrated System.
- b) The **membership** of AEGIS shall consist of eligible countries and regional organizations in the European Region that have signed this Memorandum of Understanding.
- c) AEGIS shall **cover** both Annex I and non-Annex I crops that are free from any third party obligations or restrictions, provided that this shall not limit the

discretion of any individual Member of AEGIS with respect to the accessions or class of accessions it deems appropriate to propose for registration as European Accessions.

3 Countries and regional organizations eligible for membership in AEGIS

- a) The countries and regional organizations listed below are **eligible** for membership in AEGIS:
Albania; Armenia; Austria; Azerbaijan; Belarus; Belgium; Bosnia and Herzegovina; Bulgaria; Croatia; Cyprus; Czech Republic; Denmark; Estonia; European Community; Finland; France; Georgia; Germany; Greece; Hungary; Iceland; Ireland; Israel; Italy; Latvia; Lithuania; Luxembourg; Macedonia FYR; Malta; Moldova; Montenegro; Netherlands; Norway; Poland; Portugal; Romania; Russian Federation; Serbia; Slovakia; Slovenia; Spain; Sweden; Switzerland; Turkey; United Kingdom; Ukraine, provided that
 - i) they are **Members of ECPGR**; and
 - ii) they are **Parties to the Treaty** or are otherwise willing to make plant genetic resources for food and agriculture under their jurisdiction available under the conditions of the Treaty.
- b) The Members of AEGIS may by consensus **add** other countries and regional organizations to the list of countries and regional organizations eligible for membership in AEGIS.
- c) For the purposes of this Memorandum of Understanding, a country may be represented by its Government or by a person or public entity that has been appointed by its Government, and a regional organization by a Representative appointed on its behalf.

4 Objectives of AEGIS

The **objectives of AEGIS** shall be the following:

- i) To develop a **more efficient regional system of conservation and sustainable** use of PGRFA through the setting up of a **European Collection**;
- ii) To **promote and undertake other collaborative action** for the rational conservation, management and sustainable use of PGRFA;
- iii) To **facilitate the exchange** of PGRFA in accordance with standard terms and conditions of exchange;
- iv) To **promote the exchange of information regarding PGRFA** among the Parties, other stakeholders and the broader conservation community; and

- v) To provide a **mechanism for regional cooperation** in the implementation of the Treaty in the European region.

5 Relationship of AEGIS with ECPGR

- a) AEGIS will **operate within the framework of ECPGR**.
- b) The **ECPGR Steering Committee** will have **overall responsibility and oversight over the operation of AEGIS**, will approve the administrative budget* of AEGIS, and will use its best efforts to promote the mobilization of the funds required. In particular, without prejudice to the generality of the foregoing, the Steering Committee will-
 - i) promote the establishment of the **European Collection**;
 - ii) adopt general **criteria for the selection** of accessions to be proposed for registration as European Accessions;
 - iii) approve the contents of the **Crop Conservation Work Plans**, and oversee their implementation;
 - iv) **adopt standards** for the management of the European Collection on a crop gene pool specific basis.
- c) The **ECPGR Secretariat** will
 - i) **support the ECPGR Steering Committee** in the activities outlined under Article 5(b);
 - ii) provide **coordination and secretariat support** for AEGIS activities;
- d) The **ECPGR Crop Working Groups** will provide **technical support** for the implementation of AEGIS, including –
 - i) adopting **crop specific criteria** that are consistent with the general criteria adopted by the ECPGR Steering Committee for the selection of accessions to be proposed for registration as European Accessions;
 - ii) helping to **identify and making recommendations** to the participating countries regarding the accessions proposed for **registration as European Accessions**;
 - iii) preparing and coordinating the implementation of **Crop Conservation Work Plans**;

* The administrative budget shall include costs of coordination and administrative services at the ECPGR Secretariat.

- iv) **proposing standards** for the management of the European Collection on a crop gene pool specific basis for adoption by the ECPGR Steering Committee.
- e) The **ECPGR Documentation and Information Network** will provide the information infrastructure, including –
 - i) **recording registered European Accessions**, and providing reporting services through the National Inventory System and the European Plant Genetic Resources Search Catalogue (EURISCO); and
 - ii) **crop specific information tools** for characterisation and evaluation data.
- f) The **National Coordinators of ECPGR** will act as coordinators for AEGIS at the national level, subject to the extension of their mandates in accordance with Article 6(a)(i).

6 Responsibilities of Members of AEGIS

- a) Each Member country participating in AEGIS will be **responsible** for –
 - i) **extending the mandate of the ECPGR National Coordinator** to act also as National Coordinator for AEGIS at the national level, and providing appropriate support;
 - ii) **in consultation with the Associate Members concerned within its jurisdiction, proposing** to the ECPGR Crop Working Groups **lists of such accessions for registration as European Accessions** as it may deem appropriate in accordance with the selection criteria adopted by the ECPGR and the General Principles applicable to European Accessions under AEGIS set out in Article 8;
 - iii) after considering the recommendations by the ECPGR Crop Working Groups, **registering accessions as European Accessions**, notifying such European Accessions to the European Plant Genetic Resources Search Catalogue (EURISCO), through the National Inventory System, and, in the event that the AEGIS Member concerned withdraws from this Memorandum of Understanding, notifying to EURISCO before the effective date of the withdrawal that the registration of accessions within its jurisdiction as European Accessions will terminate on the effect date of withdrawal;
 - iv) keeping under **review the list of registered European Accessions** for which it is responsible in light of the need to maintain a rational system of “*ex situ*” conservation.
- b) The **regional organizations** participating in AEGIS will be responsible for **providing appropriate support**.

7 Responsibilities of National Coordinators with respect to AEGIS

The **National Coordinator will be responsible** within the member country concerned for -

- a) **servng as the focal point** for interactions with the ECPGR Crop Working Groups and for the implementation of the Crop Conservation Work Plans within his/her country with the participating institution(s);
- b) **identifying and accepting appropriate eligible institutions as Associate Members** of AEGIS in accordance with the procedures described Article 9, and promoting and coordinating appropriate support for such Associate Members;
- c) **promoting and coordinating with the Associate Members concerned within its jurisdiction the designation of European Accessions and the development and management of the European Collection.**
- d) in case of the **withdrawal of a Associate Member** within its jurisdiction or the termination of its Associate Membership Agreement, informing the ECPGR Secretariat of the withdrawal or termination with, where feasible, six months notice before the effective date of withdrawal or termination, in order to allow for an appropriate adjustment of the Crop Conservation Work Plans.

8 General Principles applicable to European Accessions under AEGIS

- a) The following **principles** will be applicable to the management and exchange of **European Accessions** under AEGIS:
 - i) The **discretion to propose accessions** as European Accessions lies with the individual Members of AEGIS concerned;
 - ii) Accessions proposed as European Accessions must meet the **selection criteria** adopted by the ECPGR Steering Committee;
 - iii) Only accessions that are **free from any third party obligations** or restrictions will be registered and conserved as European Accessions;
 - iv) The Standard Material Transfer Agreement (**SMTA**) of the International **Treaty** will be used for the transfer of Annex I crops;
 - v) The terms and conditions of the **SMTA** will be used for the transfer of Non-Annex I crops that have been registered as European Accessions, with an explanatory note reflecting the following interpretation of the SMTA:

“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 1 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 1 Plant Genetic Resources for Food and Agriculture;
 - While Non-Annex 1 material distributed with the enclosed SMTA does not become part of the Multilateral System, it will however be available under the same conditions;
 - In particular in the case of Article 6.2, Article 6.5(b) and Article 6.10 of the SMTA "from the Multilateral System" shall be taken to 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 1 to the Treaty" shall be taken to mean "Plant Genetic Resources for Food and Agriculture belonging to the same crop."
- vi) In the event that European Accessions are accessed for **purposes other than those provided for in Article 6.1 of the SMTA**, the terms and conditions under which the European Accessions are made available will be agreed on a case by case basis between the Associate Member and the Recipient;
- vii) **Standards regarding management** of the European Collection will be proposed for each crop gene pool by the respective ECPGR Crop Working Group and approved by the ECPGR Steering Committee;
- viii) **Associate Members** of AEGIS will perform all selected activities according to the agreed standards;
- ix) **Public domain accession-level information** recorded in accordance with approved standards, as well as non-confidential characterization and evaluation data will be made **available**;
- x) Each European Accession will have an **identified safety-duplicate** stored under the same or better conditions than the original;
- xi) For each of the bodies within the organizational framework of AEGIS, detailed **terms of reference** will be established by the ECPGR Steering Committee.
- b) The above **Principles** will be kept under review and may be **amended** as appropriate, in accordance with the procedure described in Article 11 a).

9 Associate Membership of AEGIS

- a) The Parties will **encourage** appropriate eligible public, private and civil society institutions to become **Associate Members of AEGIS**, in accordance with their national policy and legal frameworks.
- b) Institutions **located in a Member country** of AEGIS will be **eligible** for associate membership in AEGIS.

- c) An eligible institution will become an Associate Member of AEGIS once it has been **accepted** as an Associate Member by the respective National Coordinator and has **signed** an AEGIS - Associate Membership Agreement with the National Coordinator in the form set out in the Annex to this Memorandum of Understanding. The signed AEGIS - Associate Membership Agreement shall be **deposited** with the National Coordinator and a copy shall be sent to the Executive Head (Director General) of the Organization responsible for providing the Secretariat services to the ECPGR.
- d) The **responsibilities of Associate Members** of AEGIS shall be the following:
- i) **Identifying, in consultation with the AEGIS Member concerned through the National ECPGR Coordinator, from among the accessions** they hold, those accessions that are free from any third party obligations or restrictions and meet the selection criteria adopted by the ECPGR Steering Committee, to be proposed for registration as **European Accessions**;
 - i) **managing the European Accessions** in their institutions in accordance with the Objectives and General Principles of AEGIS;
 - ii) **ensuring the long-term conservation** and maintenance of their **European Accessions** according to approved quality standards;
 - iii) participating in and / or facilitating **supporting activities** such as regeneration, viability testing and others organized by the respective ECPGR Crop Working Group for the crop/species in question;
 - iv) ensuring as soon as possible **safety-duplication of their European Accessions** in agreed conditions, under black-box arrangements as appropriate, at another Associate Member genebank, possibly in a different country, and/or at the Svalbard Global Seed Vault;
 - v) **facilitating access to and availability of their European Accessions** and related information in accordance with the General Principles applicable to European Accessions under AEGIS;
 - vi) for European Accessions, making available public **domain accession-level information** regarding available passport data through the National Inventory System and EURISCO, following the standards agreed by the ECPGR Documentation and Information Network; making available non-confidential characterization and evaluation data through the relevant ECPGR Central Crop Database (ECCDB) or such other system as may eventually be developed for this purpose; and
 - vii) **providing and/or managing**, in accordance with AEGIS management standards, **such conservation related services as the Associate Member may offer**.

10 Entry into force of this Memorandum of Understanding

This Memorandum of Understanding shall enter into force **on its signature by 10 countries** eligible for membership in AEGIS, and shall remain in force until terminated in accordance with Article 11.

11 Amendment, Withdrawal from and Termination of this Memorandum of Understanding

- a) This Memorandum of Understanding may be **amended** by consensus of the Parties.
- b) Any Party may **withdraw** from this Memorandum of Understanding on six months written notice to the Depository. In the event that a Party withdraws from this Memorandum of Understanding, all AEGIS Associate Membership Agreements in respect of Institutions within its jurisdiction shall terminate as of the effective date of that withdrawal.
- c) This Memorandum of Understanding shall **terminate** if the number of Parties falls below the minimum number required for its entry into force, or if the ECPGR ceases to exist.

12 Depository of this Memorandum of Understanding

- a) The original of this Memorandum of Understanding and any amendments thereto and Declarations made hereunder shall be **deposited** with the Executive Head (**Director General**) of the Organization responsible for providing the Secretariat services to the ECPGR. At the present time, the ECPGR Secretariat services are provided by **Bioversity International**.
- b) Countries and regional organizations eligible for membership in AEGIS may become members of AEGIS by **signing the original copy of this Memorandum of Understanding** held by the Executive Head (Director General) of the Organization responsible for providing the Secretariat services to the ECPGR, or by signing a copy of this Memorandum of Understanding authenticated by the Executive Head (Director General) of the Organization responsible for providing the Secretariat services to the ECPGR as being a true copy.

Signatures and Date

(Name and Position of Country Representative (*country*) or Representative (Regional Organization))

ANNEX

AEGIS - Associate Membership Agreement

This **Agreement** is between (Name of institution), being an eligible institution within the meaning of Article 9 of the Memorandum of Understanding for the Establishment of the European Genebank Integrated System (AEGIS) (**the Institution**) and the [AEGIS] ECPGR National Coordinator (Name and Institution of Coordinator) for the country (Name of Country) in which the Institution is located (**the National Coordinator**).

1. **The Institution** hereby –
 - a. agrees to become an **Associate Member of AEGIS**;
 - b. accepts the **responsibilities** of an Associate Member of AEGIS as set out below:
 - i) **Identifying, in consultation with the AEGIS Member concerned through the National ECPGR Coordinator, from among the accessions** they hold, those accessions that are free from any third party obligations or restrictions and meet the selection criteria adopted by the ECPGR Steering Committee, to be proposed for registration as **European Accessions**;
 - ii) **managing the European Accessions** in their institutions in accordance with the **Objectives of AEGIS** and the **General Principles applicable to European Accessions under AEGIS**, as set out in the Appendices to this Agreement, as those Objectives and General Principles may be amended from time to time;
 - iii) **ensuring the long-term conservation** and maintenance of their **European Accessions** according to approved quality standards;
 - iv) participating in and / or facilitating **supporting activities** such as regeneration, viability testing and others organized by the respective ECPGR Crop Working Group for the crop/species in question;
 - v) ensuring as soon as possible **safety-duplication of their European Accessions** in agreed conditions, under black-box arrangements as appropriate, at another Associate Member genebank, possibly in a different country, and/or at the Svalbard Global Seed Vault;
 - vi) **facilitating access to and availability of their European Accessions** and related information in accordance with the General Principles of AEGIS;

- vii) for European Accessions, making available public **domain accession-level information** regarding available passport data through the National Inventory System and EURISCO, following the standards agreed by the ECPGR Documentation and Information Network; making available non-confidential characterization and evaluation data through the relevant ECPGR Central Crop Database (ECCDB) or such other system as may eventually be developed for this purpose; and
 - viii) providing and/or managing, in accordance with AEGIS management standards, such conservation related services as the Associate Member may offer.
2. The **National Coordinator accepts the Institution** as an Associate Member of AEGIS and agrees to work with the Institution in the implementation of the Objectives and General Principles of AEGIS.
 3. The **Institution** may **withdraw from this Agreement** on twelve months written notice to the **National Coordinator** concerned.
 4. In the event that the **National Coordinator** is not satisfied that the Institution has complied fully with its obligations under this Agreement, the **National Coordinator** may at any time give **written notice** to the **Institution** specifying the areas in which compliance by the **Institution** has been **deficient**. If the **Institution** fails to remedy the situation within a period of twelve months following receipt of such written notice, the **National Coordinator** may **terminate this Agreement** forthwith.
 5. This agreement will terminate on the withdrawal of the AEGIS Member in whose the jurisdiction the Institution is located or on the termination of the Memorandum of Understanding for the Establishment of AEGIS.
 6. This **Agreement** will be **deposited** with the **National Coordinator**. A copy will be sent to the Executive Head (Director General) of the Organization responsible for providing the Secretariat services to the ECPGR. At the present time, the ECPGR Secretariat services are provided by Bioversity International.

Signature and Date
(Name and Position of Representative of the **Institution**)

Signature and Date
(Name and Position of Representative of **National Coordinator** (*country*))

APPENDIX 1

Objectives of AEGIS

The objectives of AEGIS shall be the following:

- i) To develop a more efficient regional system of conservation and sustainable use of PGRFA through the setting up of a **European Collection**;
- ii) To **promote and undertake other collaborative action** for the rational conservation, management and sustainable use of PGRFA;
- iii) To **facilitate the exchange** of PGRFA in accordance with standard terms and conditions of exchange;
- iv) To **promote the exchange of information regarding PGRFA** among the Parties, other stakeholders and the broader conservation community; and
- v) To provide a mechanism for regional cooperation in the implementation of the Treaty in the European region.

APPENDIX 2

General Principles applicable to European Accessions under AEGIS

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- vi) In the event that European Accessions are accessed for **purposes other than those provided for in Article 6.1 of the SMTA**, the terms and conditions under which the European Accessions are made available will be agreed on a case by case basis between the Associate Member and the Recipient;
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- viii) **Associate Members** of AEGIS will perform all selected activities according to the agreed standards;
- ix) **Public domain accession-level information** recorded in accordance with approved standards, as well as non-confidential characterization and evaluation data will be made **available**;
- x) Each European Accession will have an **identified safety-duplicate** stored under the same or better conditions than the original;
- xi) For each of the bodies within the organizational framework of AEGIS, detailed **terms of reference** will be established by the ECPGR Steering Committee.
- b) The above **Principles** will be kept under review and may be **amended** as appropriate, in accordance with the procedure described in Article 11 a) of the Memorandum of Understanding for the Establishment of a European Genebank Integrated System (AEGIS).