

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 general selection requirements 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/or maintenance of their **European Accessions** according to approved 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 minimum 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 approved 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 will 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

- 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 general selection requirements 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**³ 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;

³ The use of the SMTA does not place any obligation on the Third Party Beneficiary or on the Governing Body to take any action to record or enforce the SMTA in respect of transfers of non-Annex I crops.

- vii) **Minimum agreed standards regarding management** of the European Collection will be proposed for each crop genepool by the respective ECPGR Crop Working Group and adopted by the ECPGR Steering Committee;
 - viii) **Associate Members** of AEGIS will perform all selected activities according to the approved 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).