



# MEMORANDUM OF UNDERSTANDING FOR AN ENHANCED COOPERATION

between

## **ECPGR,**

the European Cooperative Programme for Plant Genetic Resources, which is a collaboration among most European countries aimed at ensuring the long-term conservation and facilitating the increased utilization of plant genetic resources in Europe, also contributing to the implementation of the Multilateral System of Access and Benefit-sharing of the International Treaty for PGRFA (ITPGRFA) by means of "A European Genebank Integrated System" (AEGIS)

and

## **The Global Crop Diversity Trust,**

the Crop Trust, which is an international organization recognized as an essential element of the funding strategy of the ITPGRFA, as established in a formal Relationship Agreement signed by the Crop Trust and the Governing Body of the ITPGRFA in 2006.

WHEREAS ECPGR established A European Genebank Integrated System (AEGIS), consisting of a European Collection operating as a virtual (European) genebank, aiming to efficiently conserve and provide access to unique germplasm in Europe, in accordance with the terms and conditions of the Standard Material Transfer Agreement (SMTA) set out by the ITPGRFA;

WHEREAS ECPGR established the European Search Catalogue for Plant Genetic Resources (EURISCO), providing accession level information of crop plants and their wild relatives preserved ex situ by nearly 400 institutes, based on a network of National Inventories of 43 member countries;

WHEREAS the Crop Trust manages Genesys, the online information platform about PGRFA conserved in genebanks worldwide, including the European genebanks, data on which is provided via EURISCO;

WHEREAS the Crop Trust currently supports the ongoing operations of the Svalbard Global Seed Vault, providing facilities for the safety duplication of seed samples of importance to food and agriculture conserved in genebanks worldwide;

WHEREAS the Crop Trust is working with the ITPGRFA and relevant experts to update and develop global crop conservation strategies to review the status of crop collections and to assess the challenges that crops and their genetic resources face, and as technical means to implement the ITPGRFA;

WHEREAS ECPGR and the Crop Trust wish to strengthen their collaboration to improve conservation of PGRFA and its availability, creating synergies and promoting harmonized approaches at the European and global level.

This Memorandum of Understanding sets out the proposed terms of the collaborative activities between the Parties. It is not intended to be legally binding except where expressly stated.

**ECPGR and The Crop Trust, hereinafter referred to as “the Parties” agree as follows:**

### **1. Enhanced Cooperation**

The Parties hereby decide to strengthen their working relations, in particular within the framework of AEGIS, EURISCO, Genesys and the process of developing global crop conservation strategies.

### **2. Goals, objectives and possible benefits of the enhanced cooperation**

The main goals of the enhanced cooperation will be to improve PGRFA conservation and documentation efforts in Europe as a significant contribution to global efforts, including by exploiting synergies and better harmonization of European and global tools and approaches.

- The Parties will seek to achieve these goals through:
- promoting the continuing development of EURISCO and the contribution of its data to Genesys through an increasingly automated data flow, while recognizing and supporting each other to implement their distinct and complementary roles;
- supporting the development of an increasingly effective AEGIS (A European Genebank Integrated System), in particular through:
  - o comparison between AEGIS and other genebank quality management systems and possible alignment of the standards of operation and monitoring of collection status and genebank management
  - o explore the possibility to use the Svalbard Global Seed Vault as a primary deposit for safety-duplication of AEGIS accessions;
- collaboration in the development and implementation of the global crop conservation strategies facilitated by the Crop Trust, most specifically by bringing to bear the expertise of the relevant ECPGR Working Groups;

- joint fund-raising efforts aiming at making progress towards the achievement of the common goals.

Through the enhanced cooperation, the Parties will seek to achieve the following benefits:

- Better and more efficient conservation and use of AEGIS accessions;
- Global increased access to AEGIS accessions and related information originating from throughout Europe;
- The increased sharing of knowledge, technologies and ideas by European genebank and crop experts to enhance global conservation efforts.

### **3. Principles of cooperation**

The Parties agree to cooperate under the principles of the FAO ITPGRFA. The Parties agree that an enhanced cooperation does not involve any obligation for a financial engagement and does not entail any other obligation from either of the Parties.

The Parties also agree that the enhanced cooperation is intended to also encourage and continue discussions to find possible other forms of cooperation, such as developing joint project proposals.

The Parties agree that it is not intended to generate intellectual property, or use the other Party's intellectual property, under this Memorandum of Understanding. Any activity conducted to generate or use Intellectual Property will be addressed in separate agreements.

The Parties agree that it is not intended to use or publish confidential information provided by the other Party. Any activity that includes use and application of the other Party's confidential information will be addressed in separate agreements.

### **4. Governance**

Progress, obstacles and any other matter related to the enhanced cooperation and its implementation should be addressed jointly by the Secretariat of ECPGR and the Crop Trust's Executive Secretary.

### **5. Dispute resolution**

This clause 5 shall be legally binding. This Memorandum of Understanding shall be governed by general principles of law to the exclusion of any single national system of law.

Any dispute relating to the interpretation or execution of this Memorandum of Understanding shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in

accordance with the modalities to be agreed upon by the Parties, or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The Parties shall accept the arbitral award as final.

## **6. Entry into force of this Memorandum of Understanding**

This Memorandum of Understanding will enter into force on the day of its signature by ECPGR and the Crop Trust, and will remain in force until terminated in accordance with the procedure set out in clause 7 below.

## **7. Amendment, Withdrawal from and Termination of this Memorandum of Understanding**

This Memorandum of Understanding may be amended by mutual consent of the Parties.

Either Party may withdraw from this Memorandum of Understanding on three months' written notice to the other Party. Withdrawal by either of the Parties entails termination of any and all commitments agreed to in this Memorandum of Understanding. Withdrawal from this Memorandum of Understanding will however not affect projects already established under it.

**ECPGR**

**The Crop Trust**

**Signature and Date**

**Signature and Date**