

**Agreement on the supply of living plant material by [garden]
for non-commercial purposes (i.a. for use in the context of IPEN gardens)**

Against the background of the *Convention on Biological Diversity* ("CBD") and the *Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity*, the [garden] is dedicated to promoting the conservation, sustainable use, and research of biological diversity. The [garden] (the "supplier") therefore expect its partners in acquiring, maintaining, and transferring plant material to always act in accordance with the CBD, the Nagoya Protocol and the Convention on the International Trade in Endangered Species (CITES).

The responsibility for legal handling of the plant material listed below passes on from the supplier to the recipient upon receipt of the material. In line with the Code of Conduct of the *International Plant Exchange Network* (IPEN), of which the [garden] is a member, the following conditions apply to this material transfer:

1. The recipient may **use the supplied plant material**, progeny or derivatives only for **non-commercial purposes** such as scientific study, education and conservation. Should the recipient at a later date intend a commercial use or a transfer to third parties for commercial use, the country of origin's prior informed consent (PIC) must be obtained in writing before the material is used or transferred.
2. The recipient is responsible for ensuring an **equitable sharing of benefits** in accordance with the CBD and the Nagoya Protocol.
3. The recipient must **keep all information on the received plant material**, including its origin (supplier, country of origin, year of collection) and the IPEN number, as well as the terms and conditions in a comprehensible manner.
4. In the event that scientific publications are produced based on the supplied plant material, the recipient is obliged to **indicate in those publications the origin of the material** (the supplying garden and, if known, the country of origin) as well as the IPEN number. The recipient shall send a copy of these publications to the supplier.
5. On request, the supplier will **forward relevant information** on this transfer of the plant material to the body charged with implementing the Nagoya Protocol¹.
6. The recipient may **transfer the received plant material**, its progeny or derivatives only for non-commercial use to bona fide third parties. Such transfer to third parties **must be under the terms and conditions of this agreement**, including the obligation to keep, cite and transfer the IPEN number. The recipient must document the transfer in a suitable manner.

¹ usually the competent national authority in the supplier's home country

