

法規名稱：(終)Agreement Between Taiwan Agricultural Research Institute, Council Of Agriculture, Executive Yuan, R.o.c. And The Royal Norwegian Ministry Of Agriculture And Food Concerning The Deposit Of Seeds In The Svalbard Global Seed Vault

簽訂日期：民國 98 年 02 月 26 日

STANDARD AGREEMENT BETWEEN THE DEPOSITOR AND THE ROYAL NORWEGIAN
MINISTRY OF AGRICULTURE AND FOOD

PREAMBLE

WHEREAS

- 1.The Government of the Kingdom of Norway has established the Svalbard Global Seed Vault to provide a safety net for the international conservation system of plant genetic resources, and to contribute to securing the maximum amount of plant genetic diversity of importance to humanity for the long-term in accordance with the latest scientific knowledge and most appropriate techniques;
- 2.The Svalbard Global Seed Vault will be under the ownership of the Government of the Kingdom of Norway, and situated in Longyearbyen, Svalbard. The Royal Norwegian Ministry of Agriculture and Food is the national authority liable for the Svalbard Global Seed Vault;
- 3.The Royal Norwegian Ministry of Agriculture and Food, the Global Crop Diversity Trust and the Nordic Genetic Resource Centre have entered into an agreement providing for the management, operation and the long-term funding of the Svalbard Global Seed Vault. Under the agreement, the Nordic Genetic Resource Centre is required to liaise with depositors with respect to the material to be deposited and the timetable and process for deposition, including guiding the depositors with regard to the packaging and labelling of the material to be deposited consistent with the guidelines and relevant national and international law, and is required, on behalf of the Royal Norwegian Ministry of Agriculture and Food, to enter into and sign the Deposit Agreements with depositors on the

basis of the Standard Deposit Agreement;

4. Agricultural Research Institute, Council of Agriculture, Executive Yuan, R.O.C. (hereinafter referred to as “ the Depositor ”) holds a collection of seeds of distinct plant genetic resources of importance to humanity, and wishes to ensure the long-term safety of its collection by depositing samples of that collection in the Svalbard Global Seed Vault.

Now therefore, the Royal Norwegian Ministry of Agriculture and Food and the Depositor (hereinafter referred to collectively as “ the Parties ”)

hereby agree as follows:

Article 1

Deposit of Plant Genetic Resources

1. The Depositor agrees to deposit in the Svalbard Global Seed Vault samples of plant genetic resources described generally in Annex 1 to this Agreement (hereinafter referred to as “ the Deposited Materials ”), and the Royal Norwegian Ministry of Agriculture and Food agrees to accept such deposit, in accordance with the terms and conditions set out in this Agreement.
2. The Depositor recognizes the right of the Royal Norwegian Ministry of Agriculture and Food to refuse to accept samples for deposit, or to terminate the deposit
 - a. if the Depositor fails to comply fully with the terms and conditions set out in this Agreement; or
 - b. for reasons of force majeure.
3. In particular and without prejudice to the generality of the above, the Depositor recognizes the right of the Royal Norwegian Ministry of Agriculture and Food to refuse to accept samples for deposit or to terminate the deposit of samples already deposited if the samples constitute duplicates of materials already held in deposit in the Svalbard Global Seed Vault.

Article 2

Effect of the Deposit on Property rights

- 1.The act of depositing the Deposited Materials in the Svalbard Global Seed Vault shall have no affect whatsoever on the nature and extent of any property rights pertaining to the Deposited Materials.
- 2.In particular and without prejudice to the generality of the above, the act of deposit shall not act in any way to convey any property rights over the Deposited Materials to the Nordic Genetic Resource Centre or the Royal Norwegian Ministry of Agriculture and Food.

Article 3

Obligations of the Depositor

- 1.Subject to paragraph 2 of this Article, the Depositor shall deposit only samples of plant genetic resources that
 - a.are, to the best of the Depositor' s knowledge,
 - i.of importance to food security and sustainable agriculture;
 - ii.samples of plant genetic resources that have not yet been deposited in the Svalbard Global Seed Vault;
 - b.have been safety duplicated in a suitable genebank.
- 2.Any or all of the requirements set out in paragraph 1 of this Article may be waived by the Royal Norwegian Ministry of Agriculture and Food, or by the Nordic Genetic Resource Centre or other institution designated by the Royal Norwegian Ministry of Agriculture and Food to act on its behalf as manager of the Svalbard Global Seed Vault. Any waiver granted shall be in writing.
- 3.The Depositor shall provide an inventory of each shipment of Deposited Materials under this Agreement in accordance with the standards set out in Annex 2.
- 4.The Depositor shall ensure that the Deposited Materials in each shipment:
 - a.conform fully to the general descriptions of the Deposited Materials in Annex 1 and to the specific descriptions in the

- inventory for that shipment;
- b. are accompanied by any necessary certificates relating to the plant health of the samples as may be required by the laws of the country of export, the Government of the Kingdom of Norway, and any other country through whose territory the Deposited Materials are to transit, and that other procedures required by those laws in respect of that shipment have been complied with;
 - c. are deposited consistent with other relevant national and international law;
 - d. have been packed, sealed and labelled and are accompanied by appropriate documentation in conformity with the standards set out in Annex 2 to this Agreement, taking into account such guidelines as may be issued from time to time by the Royal Norwegian Ministry of Agriculture and Food; and
 - e. will be dispatched in accordance with the schedule set out in Annex 1 to this agreement.

Article 4

Conditions of Deposit

1. The material deposited will be maintained in permafrost conditions supplemented by refrigeration in accordance with internationally agreed standards for long-term seed storage.
2. All storage costs pertaining to the Deposited Materials shall, unless otherwise agreed between the Parties, be the responsibility of the Royal Norwegian Ministry of Agriculture and Food. Costs pertaining to the packaging and shipping of the Deposited Materials shall be borne by the Depositor.
3. The Deposited Materials will remain in sealed envelopes packed in sealed boxes, unless otherwise agreed with the Depositor. Where packages or boxes are damaged during transport or storage, or where packages or boxes have been opened for inspection by customs or other authorities, the Royal Norwegian Ministry of Agriculture and Food shall notify the Depositor. In the event that seeds have been spilled they will be destroyed. In the case of other damage the Royal Norwegian

Ministry of Agriculture and Food will endeavour to repair the damage where possible, or provide for the repackaging or resealing of the Deposited Materials in consultation with, and with the agreement of, the Depositor.

4. The Royal Norwegian Ministry of Agriculture and Food will not accept responsibility for any germination testing of Deposited Materials, except as may be otherwise agreed in writing with the Depositor. The Royal Norwegian Ministry of Agriculture and Food will return testing samples of the Deposited Materials for germination testing by the Depositor at the Depositor's request and expense, where such testing samples have been provided by the Depositor for that purpose in agreement with the Royal Norwegian Ministry of Agriculture and Food. Testing samples shall be packed in separate boxes.
5. The Royal Norwegian Ministry of Agriculture and Food shall inform the Depositor of the location of the Deposited Materials in the Svalbard Global Seed Vault.

Article 5

Withdrawal of Deposited Materials

1. The Depositor shall have the right to withdraw all or any of the Deposited Materials at any time on the giving of written notice.
2. Any written notice given under this Article shall identify the individual boxes of Deposited Materials that are to be withdrawn. No Deposited Materials will be returned where this requires the opening of a box or boxes in which the Deposited Materials are packed.
3. The Royal Norwegian Ministry of Agriculture and Food undertakes to return the Deposited Materials within a period of one year from the date of receipt of such written notice.
4. The costs of packaging and shipping in respect of the return of Deposited Materials shall, unless otherwise agreed between the Parties, be borne by the Depositor.
5. The Depositor shall be responsible for complying with all export clearance procedures required by the Government of the

Kingdom of Norway on the return of the Deposited Materials and for all import or transit procedures required by the country of import or transit. The Royal Norwegian Ministry of Agriculture and Food shall use its best efforts to provide such documentation regarding the Deposited Materials and the conditions under which the Deposited Materials were deposited as may be necessary to facilitate such procedures.

6. The Depositor shall notify the Royal Norwegian Ministry of Agriculture and Food in writing if it wishes the Deposited Materials to be no longer retained in the Svalbard Global Seed Vault but does not wish the Deposited Materials to be returned to it; in such case, the Deposited Materials will be disposed of by the Royal Norwegian Ministry of Agriculture and Food in accordance with its operating rules and procedures applicable to the Svalbard Global Seed Vault.

Article 6

Right of the Royal Norwegian Ministry of Agriculture and Food to Terminate the Deposit

1. The Royal Norwegian Ministry of Agriculture and Food shall have the right to terminate the deposit, or part thereof, on the giving of one year's written notice, where such termination is required as the result of any change in the policy of the Svalbard Global Seed Vault or the Government of the Kingdom of Norway with respect to the Svalbard Global Seed Vault.
2. Where Deposited Materials are returned as a result of the exercise by the Royal Norwegian Ministry of Agriculture and Food of its right of termination under this Article, the costs of packaging and shipping in respect of the return of Deposited Materials shall be borne by the Royal Norwegian Ministry of Agriculture and Food.

Article 7

Availability of Plant Genetic Resources

1. In consideration for the right to deposit samples of plant genetic resources in the Svalbard Global Seed Vault, the

Depositor agrees to make available from their own stocks samples of accessions of the deposited plant genetic resources and associated available non-confidential information to other natural or legal persons in accordance with the following terms and conditions:

- a. Where the plant genetic resources are plant genetic resources for food and agriculture of crops listed in Annex 1 of the International Treaty on Plant Genetic Resources for Food and Agriculture [hereinafter referred to as “ the Treaty ”], in accordance with the terms and conditions set out in Part IV of the Treaty; or
 - b. Where the plant genetic resources are plant genetic resources for food and agriculture covered by Article 15.1.(b) or Article 15.3 of the Treaty, in accordance with the terms and conditions provided for in Article 15.1(b) or Article 15.3 of the Treaty, as the case may be; or
 - c. Where the plant genetic resources for food and agriculture are not of crops listed in Annex 1 of the Treaty or covered by Article 15.1(b) or Article 15.3 of the Treaty, either:
 - i. In accordance with terms and conditions that are substantially the same as the terms and conditions set out in Part IV of the Treaty; or
 - ii. Where the plant genetic resources for food and agriculture originated in the country of the Depositor, and are not available for facilitated access under the terms of the Treaty, in accordance with the provisions of applicable international agreements.
 - d. Where the plant genetic resources are not plant genetic resources for food and agriculture, in accordance with the terms and conditions set out in paragraph c. above as appropriate.
2. The Royal Norwegian Ministry of Agriculture and Food reserves the right to give the highest priority to the safety storage of plant genetic resources for food and agriculture that are available in accordance with the terms and conditions set out

in Part IV or Article 15 of the Treaty or terms and conditions that are substantially the same as those terms and conditions.

Article 8

Liability

- 1.The Royal Norwegian Ministry of Agriculture and Food shall not be liable for any damage caused to the Deposited Materials by any reason whatsoever, unless such damage has been caused as a result of any act of malfeasance or negligence on the part of the Royal Norwegian Ministry of Agriculture and Food or any employee or agent of the Royal Norwegian Ministry of Agriculture and Food.
- 2.In the event of any damage caused by malfeasance or negligence on the part of the Royal Norwegian Ministry of Agriculture and Food or any employee or agent of the Royal Norwegian Ministry of Agriculture and Food, the liability of the Royal Norwegian Ministry of Agriculture and Food shall be limited to the costs of packaging and shipping of new samples, and shall not include costs of regeneration of the plant genetic resources, or similar costs.

Article 9

Amendment

- 1.This Agreement, including the annexes to this Agreement, may be amended by mutual written agreement of the Parties.
- 2.Any amendment shall enter into force on the date provided for in the amending agreement.

Article 10

Entry into Force

This Agreement shall come into force on its signature by the authorized representatives of both the Depositor and the Royal Norwegian Ministry of Agriculture and Food.

Article 11

Duration of the Agreement

- 1.This Agreement shall remain in force for a period of ten (10) years and shall be renewed automatically for further periods of ten (10) years unless either Party gives notice in writing

to the other Party at least six months prior to the expiry of any ten (10) years period that it does not wish this Agreement to be renewed.

2.This Agreement may be terminated by mutual agreement between the Parties to this Agreement.

Article 12

Settlement of disputes

1.Any dispute that cannot be settled by negotiations between the Parties to this Agreement, or through such other procedure as may be agreed between the Parties, shall be finally settled by arbitration in accordance with the Rules or Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

2.This Agreement shall be governed by the laws of the Kingdom of Norway.

Article 13

Signature

This Agreement will be signed in three copies.

Signed on behalf of the
Depositor:

Signed on behalf of the Royal
Norwegian Ministry of Agriculture
and Food:

Signature
Dah-Jiang Liu

Signature

Name

Name

Director-General
Taiwan Agricultural Research
Institute

Title

Title

February 20, 2009



Date

Date