



## Seed Distribution Policy

### Background to Australian Pastures Genebank

The Australian Pastures Genebank (APG) is Australia's first national pasture and forage Genetic Resource Centre.

The APG conserves Australia's pasture and forage species collections and facilitates their sustainable use nationally and internationally. The APG supports continued gains in agricultural productivity and environmental preservation, now and into the future.

The APG will strategically acquire, document, conserve, maintain and distribute plant genetic resources of pasture and forage species of actual or potential value to Australian agriculture. This includes plants to be grown for livestock, crop rotation and the environment.

The APG is custodian to Australia's largest collection of pasture and forage germplasm and serves both national and global public good. The material held by the APG has predominately been acquired from Australian state government genebanks. It was obtained with the understanding that the germplasm and related information would be freely available for the purposes of scientific research, plant breeding, genetic resource conservation and education, under the terms of the Standard Material Transfer Agreement (SMTA <http://www.planttreaty.org/content/what-smta>) in accordance with the Multilateral System (MLS <http://www.planttreaty.org/content/multilateral-system>) of Access and Benefit Sharing of the International Treaty on Plant Genetic Resources for Food and Agriculture (Treaty <http://www.planttreaty.org/content/texts-treaty-official-versions>).

In accordance with the Treaty, shipments of materials from the APG to recipients will be subject to the terms and conditions of the SMTA. The SMTA will be used for both Annex 1 and non-Annex 1 material. The transferred material is held in trust by the recipient who may not obtain Intellectual Property Rights on the material or related information. The recipient may utilise and conserve the material for agricultural research, breeding and training and may distribute it to other parties provided such parties accept the terms and conditions of the SMTA.

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1. Access to material is provided for the sole purpose of utilisation and conservation for research, breeding and training for food and agriculture.
2. SMTAs must be signed and returned before materials will be distributed.
3. Requests for materials, by the providers of that material to the APG, will be provided without the use of the SMTA and without charge as per the respective Deposit Agreement.
4. The APG will provide without charge, pasture and forage seeds in small quantities at a standard sample size of about 100 seeds for self-pollinated accessions and 200 seeds for outcrossing accessions.
5. To assist the APG keep up with demand for its germplasm a maximum of 100 accessions will be provided as a result of any one request.
6. Recipients are encouraged to multiply their own seeds. Multiple requests by an individual for the same accession will be considered on a case by case basis and may require full recovery of costs associated with production, transaction and shipping.
7. Larger quantities of seed other than provided under items 3 and 4 above will be provided depending on availability at AUD \$100 and AUD \$200 per 1000 seeds for self-pollinated and out-crossing accessions respectively, plus transaction and shipping costs.
8. A dedicated seed multiplication service may be made available and costing will be considered on a case by case basis by the APG but based on the principle of full cost recovery of production, transaction and shipping costs.
9. Depending on the volume of requests being handled and following the provision of national import documentation, seed will be dispatched between 2-4 weeks for domestic requests and 4-8 weeks for international requests.
10. Requests for seed important for food security where the intended end use is outside of the scope of the Treaty (i.e. pharmaceutical or industrial use) will be considered by the APG Steering Committee on a case by case basis.
11. APG accepts no responsibility for complying with the recipient nation's quarantine and biosafety regulations and rules as to the import and release of plant genetic material.
12. APG will complete import permit documentation provided by the requester but will not actively seek such documentation.

13. APG will arrange for the issue of phytosanitary Certificates at a cost to the recipient at least equating to the cost of such certification by Australian authorities.
14. APG makes no warranties as to the safety or title of the material, nor as to the accuracy or correctness of any passport or other data provided with the material. Neither does it make any warranties as to the quality, viability, or purity (genetic or mechanical) of the material being furnished.
15. APG in its undertaking to continually improve the value of the material held by it and to enable compliance by users on the SMTA material, will request users to provide the APG with related data and information collected during evaluation and utilisation of material transferred under the SMTA to prescribed standards (subject to any IP agreements of the users). Guidelines for recording observation data on APG accessions are available on the APG web site to assist recipients of material in this process.
16. The APG recognises it is under no obligation to fulfill requests which the APG deems outside the scope of the Treaty and the APG's mandate as outlined in the APG Five Year Plan.

