



AGREEMENT ON ESTABLISHING THE SAARC SEED BANK

PREAMBLE

The Governments of the SAARC (South Asian Association for Regional Cooperation) Member States, comprising Afghanistan, Bangladesh, Bhutan, India, the Maldives, Nepal, Pakistan and Sri Lanka, hereinafter referred to as “Member States”;

Recognizing the importance of regional and sub-regional collective self-reliance in Agriculture with respect to attaining Seed Security as a means of ensuring Food Security, particularly addressing the adverse effect of natural and man-made calamities;

Inspired by the directives of the Thirty-seventh session of the Standing Committee and Sixteenth SAARC Summit (*Thimphu, 28-29 April 2010*) for expeditious action on regional collaboration in the seed sector in mutual spirit and benefit and based on the principle of collective self-reliance;

Recognizing further that the establishment of a Regional Seed Bank *inter alia* may contribute to the objective of harmonized seed testing and certification, facilitate seed trade within the region by Member States, and would thereby contribute to attaining respective Food Security;

NOW, THEREFORE, in the spirit of solidarity and mutual cooperation, have agreed as follows:

ARTICLE I Establishment of the SAARC Seed Bank

1. The Member States hereby agree to establish a SAARC Seed Bank (*hereinafter referred to as “the Seed Bank”*) for the purposes and on the conditions described in this Agreement.
2. The Seed Bank shall be administered by the SAARC Seed Bank Board (*hereinafter referred to as “the Board”*), as provided for in **Article XIII**.

ARTICLE II Objectives

1. The objectives of the Seed Bank shall be:
 - a. to provide regional support to national seed security efforts; address regional seed shortages through collective actions and foster inter-country partnerships.

- b. to promote increase of Seed Replacement Rate (SRR) with appropriate varieties at a faster rate as far as possible so that the use of quality seed for crop production can be ensured; and
- c. to act as a regional seed security reserve for the Member States.

ARTICLE III

The Seed Replacement Rate

1. The Member States will undertake planned approach to increase Seed Replacement Rate at a faster rate, as far as possible, to ensure supply of quality seed.
2. The Member States will produce quality seed beyond the quantity planned to meet the SRR and the Seed Reserve.

ARTICLE IV

The Common Varieties

1. Member States will collaborate with each other in the development of list of a common variety(ies) of major priority/identified crops while recognizing the need to preserve the local/indigenous varieties, as may be appropriate.
2. Member States, in order to develop a list of common variety(ies), will take part in adaptive trial in agreed/identified agro-ecological areas/zones in the Region, to be facilitated by the Seed Bank.
3. To operationalise the Regional Seed Bank, the Framework for Material Transfer, shall be applicable with a view to facilitate easy movement of seed and plant materials across the Member States.

ARTICLE V

Maintaining Seed Quality

1. Member States will develop a Common Minimum Seed Quality Standard (CMQS) and Seed Testing Procedures for different quality attributes (of all the crops) e.g. genetic purity, germination capacity, physical purity, moisture content, seed health or others as specified by the Board, keeping conformity with the ISTA procedures.
2. Member States will seek to develop a common Seed Certification system and standard.
3. Member States will designate respective Nodal Laboratory(ies) and undertake activities to improve Seed Testing capacities and capabilities in each country.
4. Member States will update and harmonize, in due course, the relevant Acts, Rules/Regulations, Orders regarding all aspects of Seed e.g. Quality Control, Seed System Management.
5. Member States will seek to develop harmonized procedure on transgenic varieties in due course.

ARTICLE VI
The Reserve

1. The Seed Reserve, to be maintained under the Seed Bank (*hereinafter referred to as "the Reserve"*), shall consist of quality seeds of the Common Variety(ies) of rice, wheat, maize, pulses, and oilseeds¹ (*hereinafter referred to as "seeds", as referred to in Art. IV*) earmarked by the Member States, exclusively for the purpose described in **Article VIII**.
2. The Reserve shall remain the property of the Member State, which has earmarked it, and shall be in addition to any national reserve that may be maintained by that Member State.
3. Each Member State undertakes to earmark, as its assessed share of the Reserve, the amount of quality seeds allocated to it in the **Schedule-I** of this Agreement; and to keep the Board informed of the quantum of its reserve with locations of the designated seed storage.
4. The Member States shall keep the **Schedule-I** under review and may amend it in the light of operating experience.

ARTICLE-VII
Quality of the Reserve

1. The quality of all earmarked seed shall be as per the quality standards/requirement of the recipient Member State.
2. Each Member State shall undertake to: (a) provide adequate storage facilities for the quality seed earmarked quantum; (b) inspect the quality seed stock periodically; (c) apply appropriate quality control measures, as necessary, with a view to ensuring that at all times the seeds meet the required quality standards; and (d) replace forthwith any quality seed stock that do not satisfy the said standards. In addition, each Member State agrees to undertake every effort to comply with any guidelines on seed procedures and preservation methods or quality control measures adopted by the Board.

ARTICLE VIII
Withdrawal of Seed

Each Member State shall be entitled, on the conditions and in accordance with the procedures laid down in Articles VII and IX, to draw on Seeds forming part of the Reserve in the event of requirement of seeds.

ARTICLE IX
Procedure for the Release of Seed from the Reserve

1. The Member State in need shall directly notify, through its designated Nodal Point(s), the other Member State(s) of the amount of seed required.
2. The other Member State(s), on being so requested, shall take immediate steps to make necessary arrangements to ensure immediate and speedy release of the required quality seed, subject to availability.

¹ Initially, collaboration would begin with Rice, Wheat, Pulses and Oilseeds as they remain most critical w.r.t. attaining Food Security and ensuring Nutrition Security. Gradually, other crops may be considered.

3. The requesting Member State shall, at the same time, inform the Board of its request to the other Member State(s) to coordinate.

ARTICLE X

Replenishment of the Reserve

1. A Member State that has released all or part of the seed forming its share of the Reserve shall replace such quantity as soon as practicable and, in any event, not later than one calendar year following the date on which the release of the seed took place.
2. A Member State that has released all or part of the seed forming its share of the Reserve shall notify the Board at an early date of such release, of the terms and conditions on which it was effected and the date on which the seed that had been released were replaced.

ARTICLE- XI

Determination of Price

1. The prices, terms and conditions of payment, in kind or otherwise, in respect of the seed so released, shall be the subject of direct negotiations between the Member States concerned, based on the guidelines to be approved by the Board for determination of price, which shall be reviewed periodically.
2. The requesting Member State shall specify the need while making a request. In the case of emergency, humanitarian aspects would be given due importance while determining prices.
3. The determination of prices shall be done in accordance with the following broad principles:
 - a. Price shall be representative of the market, both domestic and international, and may be adjusted suitably to reflect seasonal variations and the price movements in the recent past;
 - b. Price quoted, in general, shall be lower than prices generally charged or quoted for countries beyond the region;
 - c. A responding Member State shall endeavor to accord, as far as possible, national treatment in respect of calculating the cost components e.g. related to storage, internal freight, interests, insurance and overhead charges, margin of losses etc., while maintaining its reserve and making releases; and
 - d. Provision of deferred payment may be made.

ARTICLE XII

Institutional Arrangements

1. There shall be a Board consisting of one member from each Member State, one farmers' representative, on rotational basis from a Member State, and two members from the private sector² to administer functioning of the Seed Bank and for its policy making.

² Private sector representation will, for instance, be from SAARC Seed Forum - not from some other platform not formally constituted under SAARC.

2. Rules of Procedure for the meetings of the Board shall be the same as for other SAARC meetings.
3. Decisions and recommendations of the Board shall be taken on the basis of unanimity.
4. The Board shall elect a Chairperson preferably based on the principle of rotation among Member States whose terms of office shall be the duration from one annual meeting to the next annual meeting.
5. The Board shall meet at least once a year or, more often, as considered necessary.
6. Each Member State shall designate a Nodal Point responsible for transacting all business at the national-level related to operations of the Seed Bank.
7. Private sector entrepreneurs/traders in a Member State may apply to the designated Nodal Point of that country, who shall transact all activities on behalf of the provider(s)/recipient(s) and shall be responsible for the transaction(s). Member States may develop appropriate guidelines for involving the private sector, in conformity with its national legislations, procedures and requirements.
8. The Board may constitute committee(s) to perform different supporting activities, as assigned by the Board, for smooth conduct of the functions of the Board.

ARTICLE XIII **Functions of the Board**

The functions of the Board shall include:

1. Undertake activities to develop a list of common crop varieties, quality testing method, Common Seed Certification Standard and Procedures.
2. Facilitate harmonization of legislative measures like Acts, Rules/Regulations, Orders and Procedures concerning seed system and make appropriate recommendations.
3. Undertake a periodic review and assessment of the Seed Replacement Rate and prospects in the region, including factors e.g. production, consumption, trade, prices, quality and stocks of seeds. These periodic assessment reports shall be disseminated to all Member States.
4. Examine immediate, short term and long term policy actions, as may be considered necessary, to ensure adequate supplies of quality seeds in the region; and to submit, on the basis of such examination, recommendations for appropriate action to the SAARC Agriculture Ministers.
5. Review implementation of the provisions of the Agreement, calling for such information from Member States, as may be necessary, for effective administration of the Seed Bank and issuance of guidelines on technical matters e.g. maintenance of stocks, storage conditions, quality control and price.
6. Assess the demands of seeds and identification of institutions and organizations in Member States that are to be contacted in case of release and withdrawal from its Reserves.

7. Devise appropriate mechanism(s) to collect, compile, generate, analyse and disseminate information to facilitate its own work.
8. Facilitate strengthening of capacities and capabilities in Member States, including mobilising resources.
9. Resolve any dispute or difference regarding the interpretation and application of the provisions of this Agreement and functioning of the Seed Bank.
10. Keep the Schedules to this Agreement under review.
11. Recommend amendment(s) or developing protocol(s) to the Agreement, as and when considered necessary.

ARTICLE-XIV **Miscellaneous**

1. **Schedule-I** shall be an integral part of this Agreement.
2. Expenditures relating to the functioning of the Seed Bank shall be borne by the Member States proportionately. Certain additional expenditure, as relevant, may be met out of the Budget of the SAARC Agriculture Centre (SAC).

ARTICLE XV **Secretariat**

1. The Board shall be assisted by the SAARC Secretariat, which shall coordinate the work of the Board, monitor all matters relating to the functions of the Seed Bank and convene and service meetings of the Board.
2. The establishment of a permanent setup of the Seed Bank with dedicated staff may be considered by the Council of Ministers at a future date, in the event of such a request made by the Board based on the experiences of operations of the Seed Bank.

ARTICLE XVI **Entry into Force**

This Agreement shall enter into force on completion of formalities including ratification by all Member States and upon issuance of a notification thereof by the Secretary General of SAARC.

ARTICLE XVII **Amendment**

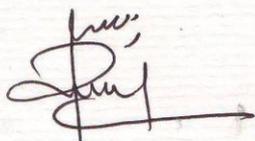
Any amendment to this Agreement may be submitted by a Member State to the Board and recommended by consensus to the Meeting of SAARC Agriculture Ministers. Such amendment(s) will be effective upon deposit of the instruments of acceptance with the Secretary General of SAARC.

ARTICLE XVIII
Depositary

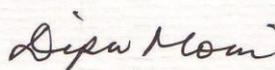
The Secretary General of SAARC shall be the depositary of this Agreement and amendments thereto.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective Governments have signed this Agreement.

Done in Addu, Maldives On This Eleventh Day of November Two Thousand Eleven in Ten Originals In The English Language, All Texts Being Equally Authentic.



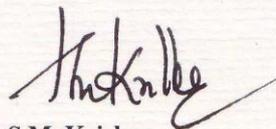
Dr. Zalmay Rassoul
Minister of Foreign Affairs
Islamic Republic of Afghanistan



Dr. Dipu Moni, MP
Minister for Foreign Affairs
People's Republic of Bangladesh



Khandu Wangchuk
Minister-in-Charge of Foreign Affairs
Kingdom of Bhutan



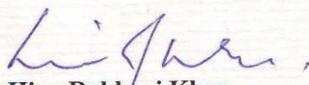
S.M. Krishna
Minister of External Affairs
Republic of India



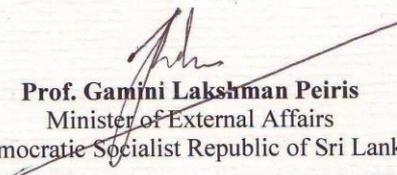
Ahmed Naseem
Minister of Foreign Affairs
Republic of Maldives



Narayan Kaji Shrestha 'Prakash'
Deputy Prime Minister and
Minister for Foreign Affairs
Nepal



Hina Rabbani Khar
Minister for Foreign Affairs
Islamic Republic of Pakistan



Prof. Gamini Lakshman Peiris
Minister of External Affairs
Democratic Socialist Republic of Sri Lanka

SAARC SEED BANK
Assessed Shares³ of Quality Seeds for the Reserve
(In Metric Tons)

Afghanistan	—
Bangladesh	---
Bhutan	--
India	--
Maldives	--
Nepal	--
Pakistan	--
Sri Lanka	--
Total:	-----

³ Member States would maintain at least one percent of seed stock of the common varieties under the Seed Bank reserves.

FRAMEWORK FOR MATERIAL TRANSFER AGREEMENT
as applicable to operationalisation of the SAARC Seed Bank Agreement

PREAMBLE

The Governments of the SAARC (South Asian Association for Regional Cooperation) Member States comprising Afghanistan, Bangladesh, Bhutan, India, the Maldives, Nepal, Pakistan and Sri Lanka hereinafter referred to as “Member Countries”;

Reaffirming the spirit of cooperation and commitment of the Member Countries to realise the objectives as enshrined in the SAARC Charter;

Recognizing the significance of ensuring food and nutritional security in the SAARC region to enhance the quality of life of South Asian people;

Acknowledging the crucial linkage between agriculture, food security and poverty alleviation in the region;

Appreciating the urgent need to foster food production;

Realizing fully that there is a dearth of quality seed availability throughout the region and that exchange of genetic materials could contribute to enhancing productivity;

Recalling the emphasis laid down by the Sixteenth SAARC Summit Declaration (*Thimphu, 28-29 April 2010*) on early establishment of a seed bank;

Desiring to operate a Seed Bank for ensuring Food Security in the Region; now, therefore, has agreed as follows to address the matter of exchange of materials from the Seed Bank among the Member States:

SECTION 1
OBJECTIVES AND PRINCIPLES

1. The objective of the Framework is to facilitate supply/exchange of seeds of common crop varieties among the Member Countries for the purpose of achieving Food Security in the Region.
2. The Framework shall be performed in accordance with the existing law, regulations and guidelines of SAARC Member States and the International Treaty on Plant Genetic Resources for Food and Agriculture.
3. A Format for Material Transfer Agreement shall be used to exchange materials amongst the Member States, as at *ANNEX-A*.

SECTION 2
NATIONAL FOCAL POINT

There shall be a nominated National Focal Point in each Member State through whom the Member State shall conduct the business of material transfer.

SECTION 3
DISPUTE SETTLEMENT

1. Any dispute that may arise among the Member States/parties regarding the interpretation and application of the provisions of this Agreement and the Format for Material Transfer Agreement concerning the Rights and Obligations shall be amicably settled through a request for bilateral consultation. The request for such consultation shall be sent to the concerned Member Country/ies in writing and stating the reason for the request routed through the National Focal Point. The requested Member State would respond within thirty days extending up to sixty days by mutual consent and thereafter resume consultations to resolve the issue. Consultations should be confidential and without prejudice to the rights of the Member Countries in any further proceedings.

2. If the dispute is not resolved by consultations, the concerned Member State may seek mediation through the Seed Bank Board. The Board shall make recommendations within sixty days from the date of referral.

3. If the recommendations are not acceptable to the aggrieved Member State, it may then be referred to the SAARC Arbitration Council for final resolution.

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FORMAT FOR MATERIAL TRANSFER AGREEMENT

PARTY TO THE AGREEMENT

The present Format for Material Transfer is hereinafter referred to as the “Material Transfer Agreement (MTA)”. Any two Member States may wish to affect an exchange/transfer/supply of materials as in *ANNEX-1*.

1.1 This Agreement is:

BETWEEN

.....(*Name and Address of the provider or providing institution , name of authorized official , contact information for authorized official*)
(hereinafter referred to as \cong the “Provider”),

AND(*Name and Address of the recipient or recipient institution, name of authorized official, contact information for authorized official*)
(hereinafter referred to as \cong the “Recipient”).

(Provider & Recipient may be Ministry of Agriculture/Research Council/Research Institutes etc.)

1.2 The parties to this Agreement hereby agree as follows:

SUBJECT MATTER OF THE AGREEMENT

2. The Plant Genetic Resources for Food and Agriculture, Germplasm, Genetic materials, Genetic component, specified in Annex-A of this Agreement (*hereinafter referred to as the “Material”*) and the available related information referred to in Article 4.3 and in Annex 1, are hereby transferred from the Provider to the Recipient subject to the terms and conditions set out in this Agreement.

RIGHTS AND OBLIGATIONS OF THE PROVIDER

3. The Provider (first party) undertakes that the Material is transferred in accordance with the following terms and provisions of the MTA:

3.1 Access shall be accorded expeditiously, without the need to track individual accessions and free of charge, or, when a fee is charged, it shall not exceed the minimal cost involved;

3.2 Access to the material(s) or visit, monitoring and evaluation as per desire of the Provider;

3.3 All available passport data and, subject to applicable law, any other associated available non-confidential descriptive information, shall be made available with the Plant Genetic Resources for Food and Agriculture be provided;

3.4. Access to Plant genetic Resources for Food and Agriculture under Development, including material(s) being developed by farmers, shall be at the discretion of its developer, during the period of its development;

3.5 Access to Plant Genetic Resources for Food and Agriculture protected by intellectual and other property rights shall be consistent with relevant international agreements, and with relevant national laws;

3.6 Right to withdraw the material from the recipient for their indiscriminate uses, if any.

RIGHTS AND OBLIGATIONS OF THE RECIPIENT

4. The Recipient (Second Party) undertakes that the Material is transferred in accordance with the following terms and provisions of the Agreement:

4.1 The Recipient undertakes that the Material shall be used or conserved only for the purposes of research, breeding and training for food and agriculture. Such purposes shall not include chemical, pharmaceutical and/or other non-food/feed industrial uses.

4.2 The importer/recipient (Second Party) agrees to provide a concept note of research project in which the MATERIAL(s) will be used, including the manner in which to be used. The importer/recipient (2nd party) agrees to cease any use of the material in case of suspension of research project at the instance of either party or due to factors beyond the control of either party. Upon such suspension of further research work, both parties will mutually agree for adopting a suitable provision for their preservation. In case of failure of the parties to arrive at an agreement, the materials, including derivatives will be destroyed upon 90 days notice from Provider.

4.3 All information material supplied by the provider shall be deemed to have been disclosed or provided to the recipient in confidence. The recipient agrees to preserve the confidential status of the material and information.

4.4 The germplasm MATERIAL(s) or its/their part(s), components or derivatives (including live or dead tissue/DNA) that can be used to retrieve whole DNA/fragment or, sequence or, any other genetic information shall not be distributed or transferred to any third country/party, except those directly engaged in research under direct supervision of the recipient (second party), without prior written approval of the Provider.

4.5 Any development of commercial product based on research on gene manipulation/selective breeding programme for genetic improvement shall not be undertaken without written consent of Provider. Modalities of undertaking any such work will be worked out before its conduct.

4.6 If any third country/party is to be associated with any commercial development arising out of the germplasm accessed, permission from Provider shall be sought.

4.7 The recipient agrees to acknowledge explicitly the name, original identity and source of the material, if used directly or indirectly, in all research publication(s) or other publications, such as, monographs, bulletins, books, etc. and shall send a copy of each of the publications to the Provider.

4.8 The recipient agrees to supply the feedback information on the performance/ utilization/research outcome of the material(s) to the provider.

4.9 The recipient agrees not to claim any intellectual property right over the MATERIAL(S) received including its related information and knowledge without prior written approval of the Provider.

4.10 The intellectual property protection or benefit sharing in respect of derivatives of the material(s) received/accessed, where applicable, shall be as per the IPR/ existing laws of the providing country.

4.11 The recipient agrees to hold the entire responsibility for the quarantine/SPS clearance of the material accessed as specified herein above. The recipient shall abide by the bio-safety guidelines of _____ (*name of the importing country/ organization*) and shall not hold Provider and to defend and indemnify them from all claims and damages/recoveries arising from the use, storage or handling of the material.

4.12 The MTA is non-assignable. The recipient agrees to abide by any other conditions that may be set in any conveyed to them from providers in respect of this germplasm access/exchange or any Law, Rules, Regulations, etc. enacted by Providing country from time to time.

ADDITIONAL ITEMS

Warranty

5.1 The Provider makes no warranties as to the safety of or title to 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. The phytosanitary condition of the Material is warranted only as described in any attached phytosanitary certificate. The Recipient assumes full responsibility for complying with the recipient nation's quarantine and bio-safety regulations and rules as to import or release of genetic material.

Duration of Agreement

5.2 This Agreement shall remain in force so long as the two parties agree to.

Date of initiation (D/M/Y)	Date of completion (D/M/Y)

SIGNATURE / ACCEPTANCE

The provider and the recipients may choose the methods of acceptance unless either party requires this agreement to be signed.

I, _____ (*Full Name of the Authorized Official*), represent and warrant that I have the authority to execute this Agreement on behalf of the Provider and acknowledge my

MATERIALS⁴ UNDER THE AGREEMENT

FOOD CROPS: Cereal (i.e. Rice, Wheat)

Crops	Genus	Types of Materials	Observation
e.g. Rice	<i>Oryza</i>	Seed/tissue	
...

OTHER CROPS: (e.g. Pulses, Oilseed, Vegetables)

Crops	Genus	Types of Materials	Observation
e.g. Jute	<i>Chorcorus</i>	Seed/tissue	
...

⁴ The detailed description of the material(s) requested for has to be provided by the requested party.