

ADMINISTRATIVE AGREEMENT  
6/ÚKSÚP/2021

between

Naktuinbouw

The Central Control and Testing  
Institute in Agriculture (ÚKSÚP)

Roelofarendsveen, THE NETHERLANDS

Bratislava, SLOVAKIA

for Cooperation in the Testing of Distinctness, Uniformity and  
Stability of Plant Varieties

## AGREEMENT FOR INTERNATIONAL COOPERATION IN THE TESTING OF VARIETIES

- CONSCIOUS of the importance attaching to cooperation between the members of the International Union for the Protection of New Varieties of Plants (UPOV) in the examination of the distinctness, uniformity and stability (DUS) of the varieties that are the subject of an application for a breeder's right, as a means of optimizing the functioning of their plant variety protection systems,
- CONSCIOUS of the importance of role of the CPVO principles and prescriptions for the DUS testing of varieties within the European Union,
- CONSIDERING that this Agreement must be conceived in such a way that it may also serve as the basis for cooperation in areas related to the protection of new plant varieties, in particular in the administration of the lists of varieties admitted to trade,
- CONSIDERING that the parties are also interested to conclude comparable agreements with other members of the Union, and that it is therefore necessary to base those agreements on this Model Administrative Agreement for International Cooperation in the Testing of Varieties (Model Administrative Agreement),
- CONSIDERING that any agreement in this field must necessarily be reviewed, evaluated and adjusted periodically,

Naktuinbouw, Sotaweg 22, POB 40, 2370 AA Roelofarendsveen, the Netherlands,  
represented by Ir. B. (Bert) Scholte, Head of the Variety Testing Department

and

The Central Control and Testing Institute in Agriculture (hereinafter referred as the "ÚKSÚP"), Matúškova 21, 833 16 Bratislava, Slovakia, represented by Ing. Jana Vargová, PhD., Director General of the Institute

have agreed on this Agreement and the following Annexes, which form an integral part of this Agreement.

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<sup>1</sup> „UPOV document TGP/5 "Experience and Cooperation in DUS Testing"  
„Section 1: Model Administrative Agreement for International Cooperation in the Testing of Varieties“

## Article 1

(1) ÚKSÚP shall provide the following services to Naktuinbouw at the latter's request, in respect of the varieties which are the subject of an application for National listing and or a breeder's right filed with Naktuinbouw in accordance with the EU/CPVO requirements for entry in the Dutch National list, and/or to obtain Plant Breeders' Rights:

(i) for the genera and species whose list is given in Annex A 1 , it shall undertake the part of the examination specified in the said Annex;

(2) Naktuinbouw shall provide the following services to ÚKSÚP at the latter's request, in respect of the varieties which are the subject of an application for National listing and or a breeder's right filed with ÚKSÚP in accordance with the EU/CPVO requirements for entry in the Slovak national list, and/or to obtain Plant Breeders' Rights:

(i) for the genera and species whose list is given in Annex B 1, it shall undertake the examination for distinctness, uniformity and stability of the variety concerned;

(3) The authorities may agree, on an ad hoc basis, to apply this Agreement to a variety from a genus or species not listed in the relevant Annex.

(4) For the purposes of this Agreement:

(i) "Executing Authority" means the Authority which provides one of the services specified in subparagraphs (i) to (iii) of paragraph (1) or the corresponding services in paragraph (2), above;

(ii) "Receiving Authority" means the Authority to which one of the aforementioned services is provided.

## Article 2

Where the Administrative Council of CPVO has adopted Protocols for the Conduct of Tests for Distinctness, Uniformity and Stability ("Test Protocols") for a genus or species covered by this Agreement, the examination shall be conducted according to those Test Protocols. In the absence of such Test Protocols the Authorities shall adopt the testing methods by mutual consent before this Agreement is applied to the genus or species in question.

## Article 3

(1) For each variety the Executing Authority shall submit to the Receiving Authority, as the case may be:

(i) the reports relating to each testing period and a final examination report;

(ii) the reports relating to the part of the examination

(2) The final examination report shall detail the results of the examination concerning the characteristics of the variety and shall state the opinion of the Executing Authority on the distinctness, uniformity and stability of the variety. When those requirements are considered to be fulfilled or when the Receiving Authority asks for it, a description of the variety shall be added to the report.

(3) Reports and descriptions shall be written in English.

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<sup>1</sup> „UPOV document TGP/5 "Experience and Cooperation in DUS Testing"

„Section 1: Model Administrative Agreement for International Cooperation in the Testing of Varieties“

- (4) Any emerging problems shall be notified immediately to the Receiving Authority.
- (5) With respect to the distinctness, uniformity and stability criteria, the Receiving Authority shall decide on the application, in principle, on the basis of the final examination report, or with due regard being given to the partial reports of the Executing Authority. Where exceptional circumstances require it, the Receiving Authority may carry out supplementary tests and trials. If it chooses to do so, it shall inform the Executing Authority thereof.

#### Article 4

- (1) The Authorities shall take all necessary steps to safeguard the rights of the applicant.
- (2) Except with the specific authorization of the Receiving Authority and the applicant, the Executing Authority shall refrain from passing on to a third person any material of the varieties for which testing has been requested.
- (3) Access to the documents and the test plots shall be given only to:
- (i) the Receiving Authority, the applicant and any duly authorized person;
  - (ii) the necessary staff of the institution that carries out the testing and special experts called in who are bound to secrecy in public service. Those special experts shall have access to the formulae of hybrid varieties only if it is strictly necessary and if the applicant does not object.

This paragraph does not exclude general access to test plots by visitors, provided due regard is had to paragraph (1) above.

- (4) If another authority is the Receiving Authority under a similar agreement, access may be granted in accordance with the rules applicable under that agreement.

#### Article 5

Where, in the case of a service specified in Article 1(1) and (2) above, the prior application is rejected or withdrawn, the Authorities may agree on the continuation of the examination or supervision on behalf of the Receiving Authority.

#### Article 6

Practical details arising out of this Agreement –regarding in particular the provisions relating to the considerations, application forms, technical questionnaires and requirements as to propagating material, testing methods, exchange of reference samples, maintenance of reference collections and the presentation of the results– shall be specified in this Agreement in Annexes A 1, and B1. -

#### Article 7

- (1) For the service mentioned in Article 1 (1) (i) and (2) (i) of the Agreement the Authorities agree with reciprocal testing without payment. In the case of unequal number of tests of the running testing year Authorities shall pay mutually the amount set out in Annex A 1 and Annex B 1 for each growing period of the examination. The actual fee will be confirmed annually in writing.

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<sup>1</sup> „UPOV document TGP/5 "Experience and Cooperation in DUS Testing"  
„Section 1: Model Administrative Agreement for International Cooperation in the Testing of Varieties“

(2) For the service mentioned in Article 1 (1) of the Agreement Naktuinbouw shall pay to ÚKSÚP the amount set out in Annex A 1 for each growing period of the examination. The actual fee will be confirmed annually in writing.

(3) In the case of a service specified in Article 1 (1) and (2) of the Agreement the Receiving Authority shall pay to the Executing Authority the amount of € 320<sup>1</sup> for the take-over of the final report.

(i) Where the prior application has been rejected or withdrawn and where, pursuant to Article 5 above, the Authorities have agreed on the continuation of the examination or supervision on behalf of the Receiving Authority, the amount payable shall be equal to the additional cost resulting from the continuation of the examination or supervision.

(4) Payments shall be effected within 30 days of receipt of an invoice specifying their amount.

#### Article 8

Each Authority shall make available any information, facilities or services of experts that the other Authority may need additionally, on condition that the latter undertakes to pay the costs involved.

#### Article 9

(1) This Agreement shall enter into force as of the date of its signature by both parties and it is made for an indefinite period.

(2) This Agreement and its Annexes may be amended by mutual agreement.

(3) Any party wishing to revoke this Agreement in whole or in part shall give the other party notice to that effect.

(4) Unless the parties agree otherwise, any such revocation shall take effect only after observance of two years' notice, completion of pending tests and transmittal of the relevant reports.

(5) The Agreement for International Cooperation in the Testing of Varieties dated 20.05.2015 between Naktuinbouw, Sotaweg 22, POB 40, 2370 AA Roelofarendsveen, the Netherlands represented by C. (Kees) v. Ettehoven and SS ÚKSÚP, Nitrianska cesta 113, 940 01 Nové Zámky, Slovakia represented by Bohumil Krajmer shall be repealed with effect from the date of entry into force of this Agreement.

#### Article 10

If an Authority receives an application for a plant breeder's right for which another Authority will be requested to examine the variety, the applicant should be informed in advance.

This agreement has been issued in two originals of which each party has been given one each.

For Naktuinbouw

For the ÚKSÚP

Name: Bert Scholte

Title: Head of the Variety Testing Department

Date:

Place: Roelofarendsveen, the Netherlands

Name: Jana Vargová

Title: Director General of ÚKSÚP

Date:

Place: Bratislava, Slovakia

## **ANNEX A1**

The genera and species for which ÚKSÚP shall undertake the part of the examination for distinctness, uniformity and stability of the variety concerned.

<b>Species</b>	<b>Common name</b>	<b>Date of Application</b>	<b>Date of Seed Submission</b>	<b>Date of Interim Report</b>	<b>Date of Final Report</b>	<b>Fee in EUR<sup>1)</sup></b>
Zea mays L.	Sweet corn, pop corn					

<sup>1)</sup> The amount which Naktuinbouw shall pay to ÚKSÚP in the case of unequal number of DUS tests of vegetable species stated in ANNEX A1 and ANNEX B1 is 300 € per application of each Sweet corn or popcorn.

Naktuinbouw will pay 50 € per similar variety included in the trial. The number of similar varieties in the trial will be decided by Naktuinbouw and may differ from candidate to candidate and thus from year to year.

### **PRACTICAL DETAILS**

On the basis of the information provided by Naktuinbouw, ÚKSÚP will carry out trials with the samples of the application together with the provided sample(s) for comparison.

The applications will be judged and described according to the CPVO protocols as far as the morphological characteristics are concerned.

#### **Characteristics to be observed**

In principle the CPVO protocol characteristics are to be observed and reported and the trials may be concluded after the harvest period, however in some cases such as disease resistance characteristics and characteristics as male sterility, it is sufficient to observe these only in the Naktuinbouw trial, so laboratory resistance tests and flowering trials for biannual species as Brassica and Allium are not required in ÚKSÚP.

#### **Uniformity**

The preferred way to report uniformity is by mentioning the number and briefly describing the clear off-types, by providing a mark between 1 and 9 for the continuous variation of the trial discarding the clear off-types and by giving a final judgment by combining the number of off-types and the continuous variation into a + or a -.

#### **Analysis of the results**

It is agreed to analyze the results by comparing the ÚKSÚP and Naktuinbouw notes to check for systematic differences. The outcome of these analyses will be discussed with the aim of mutual understanding and improvement. Naktuinbouw will define for each characteristic the decision base in order to decide if the results of the two trials can be combined into one conclusion. For the final description the Naktuinbouw trial will be the basis.

#### **Photographs**

For each application photographs will be made in the trial. These photographs will be exchanged.

### **Information on particular trial**

Information includes:

- list of applied and compare varieties
- Technical questionnaires of applied varieties
- order of varieties in trial

### **Plant material in the trial**

Naktuinbouw will send prox. 120 seeds per application and prox. 250 seeds per comparing variety.

The remaining seed after sowing of the application shall be destroyed and of the comparing variety may be stored by ÚKSÚP for future use as reference material.

After final positive conclusion on the application Naktuinbouw shall send a reference sample of the former application to ÚKSÚP as future reference material.

The products of the trial shall be destroyed.

### **Exchange of information during the trials**

When during the trials problems become evident on the selected comparing varieties, information has to be exchanged during the trial to possibly discuss the use of another comparing variety. Further exchange of information should be minimized.

### **Visiting the trials**

In principle staff of both organizations will visit each other's trial once a year.

### **Visit to the ÚKSÚP trials by the applicants of the Dutch applications**

It is possible for applicants to visit the trials on appointment. It will be made clear to the visitors that regardless the observations in the ÚKSÚP trials and possible discussions in the field during the visit, the decision on DUS will be made by Naktuinbouw based on a combination of results.



## **ANNEX B1**

The genera and species for which Naktuinbouw shall undertake the examination for distinctness, uniformity and stability of the variety concerned.

<b>Species</b>	<b>Common name</b>	<b>Date of Application</b>	<b>Date of Seed Submission</b>	<b>Date of Interim Report</b>	<b>Date of Final Report</b>	<b>Fee in EUR<sup>1)</sup></b>
Zea mays L.	Sweet corn, pop corn					

<sup>1)</sup> The amount which ÚKSÚP shall pay to Naktuinbouw in the case of unequal number of DUS tests of vegetable species stated in ANNEX B1 and ANNEX A1 as indicated on the website of the Board for Plantvarieties:

<https://www.raadvoorplantenrassen.nl/en/plant-breeders-rights-and-or-listing/applicable-fees/>

### **PRACTICAL DETAILS**

#### **Characteristics to be observed**

All characteristics according to relevant CPVO technical protocols or UPOV guidelines should be observed.

#### **Photographs**

Photographs shall be provided in the case of uniformity or distinctness problem.

#### **Plant material in trial, date of application and date of seed submission,**

The Naktuinbouw requirements for submission of plant material can be found under Plant Breeders' Rights and listing on the **Naktuinbouw Website: <https://www.naktuinbouw.com/research/listing-and-plant-breeders%E2%80%99-rights-testing>**

The remaining plant material after sowing shall be destroyed.

The products from the trials shall be destroyed.

After final positive conclusion on the application ÚKSÚP shall send a reference sample of the former application to Naktuinbouw as future reference material.