

REQUEST FORM FOR BIOSAFETY CERTIFICATE(S)
ISSUED BY THE CHINESE MINISTRY OF AGRICULTURE AND RURAL AFFAIRS

Name of company..... (“Recipient”)
Address.....
.....
Contact person.....Title.....
Business phone.....Business fax.....
Email address.....

Biosafety Certificates for the following transgenic event(s) were issued to **Syngenta Crop Protection AG** (Syngenta) and its affiliates by the Ministry of Agriculture and Rural Affairs(MARA) of the People’s Republic of China (PRC).

Please check the Event(s) your company currently exports into China that require a biotech safety certificate.

Events				
Bt11 ☐	GA21 ☐	MIR604 ☐	MIR162 ☐	3272 ☐
Bt11xGA21 ☐	5307 ☐	COT102 ☐	MZIR098 ☐	FG72 ☐

Please provide a list of countries from which your company exports to China by crop

Crop	Country of Origin
Corn	
Cotton	
Soy	

The requested Biosafety Certificate(s) will be provided to Recipient to assist Recipient in obtaining required authorization for shipments containing the above marked Event(s) into China. Recipient hereby acknowledges, consents, and agrees as follows:

- Syngenta makes no representation or warranty of any kind that any Biosafety Certificate that may be provided by Syngenta to Recipient will be sufficient or otherwise assure that Recipient obtains authorization to import grain with the events checked above into PRC.
- Recipient will provide Syngenta with any additional information necessary to evaluate Recipient’s request for a Biosafety Certificate.
- Recipient and its undersigned named representative below is legally and otherwise able and authorized to request and receive a Biosafety Certificate, and to abide the terms and conditions stated on this Request Form
- Recipient acknowledges that the Biosafety Certificates are based on proprietary packages of safety information provided by Syngenta Crop Protection AG to the Ministry of Agriculture and Rural Affairs of the PRC and the underlying proprietary data was developed and submitted by Syngenta Crop Protection AG at considerable expense.
- Recipient agrees to use the Biosafety Certificate(s) only for the purpose of obtaining the required authorization(s) to import shipments containing the corresponding above marked Event(s) into China solely from countries of origin indicated on this Request Form, and not to provide a copy of said Biosafety Certificate, directly or otherwise, to any third party except majority owned or controlled affiliates of Recipient.
- Recipient acknowledges that providing a copy of any Syngenta Biosafety Certificate to any person or entity other than Recipient will likely cause substantial injury to Syngenta.
- Recipient will comply with all applicable laws and regulations regarding the transactions or activities for which the Biosafety Certificate(s) is used.
- The Biosafety Certificate(s) provided allows importation of the above marked Event(s) as raw materials for processing for food and feed use only, not for any research purpose or cultivation purpose. Recipient agrees to take reasonable measures to ensure that raw materials of the Event(s) imported will not be released into the environment or used in a way that would cause potential risk to biological diversity, sustainable utilization, or human health.

- The Biosafety Certificate(s) may not be used except in accordance with the terms stated herein and any violation of such terms may cause substantial injury to Syngenta Crop Protection AG and its affiliates. Therefore, in addition to any other remedies which would be available, Syngenta Crop Protection AG and/or its affiliates which provided the Biosafety Certificate(s) to the Recipient reserve the right to immediately and without prior notice withdraw the use of the Biosafety Certificate(s) if the Recipient is not in compliance with the terms agreed to in this document. Recipient agrees to immediately cease any and all uses and reliance upon any Syngenta Biosafety Certificate upon notification from Syngenta that Recipient is not in compliance with the terms and conditions of this Request Form.
- Any Biosafety certificate provided by Syngenta to Recipient is only valid from the date of issuance through its expiration and may not be used or relied upon for grain loaded on vessels prior to date of issuance or after date of expiration.
- Any Biosafety certificate provided by Syngenta to Recipient will only be used for grain containing the relevant Covered Event(s) grown in and exported from the relevant countries indicated on this Request Form. Applicant will not use or rely upon any certificate(s) issued pursuant to this Request Form for grain originating outside of the countries for which this Request Form has been submitted.
- As Recipient is contacting Syngenta via Syngenta's representatives in the United States of America (USA), and as said Syngenta employee is an employee of Syngenta Crop Protection LLC, a business entity organized under the laws of the State of Delaware, USA, **ALL QUESTIONS WITH RESPECT TO THE INTERPRETATION OF THIS AGREEMENT AND THE RIGHTS, OBLIGATIONS AND LIABILITIES OF RECIPIENT AND SYNGENTA SHALL BE DETERMINED SOLELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO DELAWARE'S CONFLICT OF LAWS PROVISIONS. IF SYNGENTA SO ELECTS, THE PARTIES HERETOWILL IRREVOCABLY (A) SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE (WHERE FEDERAL SUBJECT MATTER JURISDICTION DOES NOT EXIST) AND THE UNITED STATES DISTRICT OF DELAWARE (WHERE FEDERAL SUBJECT MATTER JURISDICTION DOES EXIST), IN ANY SUIT, ACTION OR OTHER LEGALPROCEEDING RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES; (B) AGREE THAT ALL CLAIMS IN RESPECT OF ANY SUCH SUIT, ACTION OR OTHER LEGAL PROCEEDING MUST BE HEARD AND DETERMINED IN, AND ENFORCED ONLY IN AND BY, SUCH COURTS; AND (C) WAIVE ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO VENUE IN SUCH COURTS OR THAT SUCH COURTS ARE AN INCONVENIENT FORUM.**
- Expiration or termination of this Agreement or any certificate issued in connection with this Agreement shall not relieve Syngenta or Applicant of any obligation accruing prior to such expiration or termination.

Acknowledged and agreed by Recipient:

_____ Authorized signature (Legal person)
 _____ Name (in print)
 _____ Title
 _____ Date

Please complete this Request Form and return to Syngenta Stewardship Team with the subject line reading "Biosafety Certificate Request":
syngenta.stewardship@syngenta.com
 1-877-476-2676 (Phone)
 1-800-858-8664 (Fax)