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SUMMARY OF THE SIXTH EXTRAORDINARY SESSION OF THE COMMISSION ON GENETIC RESOURCES FOR FOOD AND AGRICULTURE: 24 JUNE – 1 JULY 2001

The sixth extraordinary session of the Commission on Genetic Resources for Food and Agriculture (CGRFA-Ex6) was held at the headquarters of the United Nations Food and Agriculture Organization in Rome from 24 June to 1 July 2001. Approximately 263 participants from 93 countries, intergovernmental and non-governmental organizations attended the session, which was convened to conclude negotiations on the Revision of the International Undertaking on Plant Genetic Resources for Food and Agriculture (IU), the first comprehensive, international instrument on plant genetic resources for food and agriculture (PGRFA).

The session concluded negotiation of the IU, adopted resolutions transmitting the IU to the FAO Conference in November 2001, and mandated the FAO Director-General to collaborate with the International Agricultural Research Centres (IARCs) in reviewing their Material Transfer Agreements (MTAs) on plant germplasm placement to ensure conformity with the IU provisions.

Agreement was reached on many of the issues that were outstanding from previous negotiating sessions, including the coverage of the Multilateral System (MS), access and benefit sharing, *ex situ* PGRFA held by the IARCs of the Consultative Group of International Agricultural Research Centres (CGIAR), and legal and institutional issues. However, agreement was not reached on the definitions of PGRFA and genetic material, the patenting of genetic parts and components, the IU's relationship with other international agreements and the list of crops for inclusion in the MS.

The most contentious issues, in particular the functioning of the Multilateral System (MS), specifically in relation to the coverage of MS, facilitated access, and the sharing of monetary benefits on commercialization, were negotiated by a "Friends of the Chair" contact group. Informal working groups negotiated the lists of crops covered by the MS (Annex I), the use of terms and resolutions. Issues that were not agreed in these informal groups and in the Committee of the Whole were addressed and negotiated during the final Plenary.

While there is reason to celebrate the conclusion of a legally binding agreement after seven years of negotiation, the IU's effectiveness still hangs in the balance. The 31st FAO Conference in November 2001 must conclusively define PGRFA and resolve the outstanding issues in brackets, and the IU's Governing Body will have to reach agreement on contentious issues, which were deferred to it for resolution at a later date. Expansion of the list of crops will also provide a tell-tale sign as the developed countries most in favor of the IU expressed dissatisfaction with the limited range of crops and forages agreed to at this session.

A BRIEF HISTORY OF THE IU NEGOTIATIONS

THE FAO GLOBAL SYSTEM: The FAO established the inter-governmental Commission on Plant Genetic Resources in 1983. Renamed the Commission on Genetic Resources for Food and Agriculture (CGRFA) in 1995, the Commission currently comprises 160 countries and the European Community. The CGRFA coordinates, oversees and monitors the development of the Global System for the Conservation and Utilization of PGRFA, which is comprised of the Commission itself, the non-binding IU, the rolling Global Plan of Action (GPA), the International Fund for Plant Genetic Resources, the World Information and Early Warning System, Codes of Conduct and Guidelines for the Collection and Transfer of Germplasm, the Interna-

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tional Network of *Ex Situ* Collections under the auspices of the FAO, and the international network of *in situ* conservation areas and crop-related networks.

THE INTERNATIONAL UNDERTAKING: Established in November 1983 by FAO Conference Resolution 9/83, the IU aims to ensure that PGRFA are explored, collected, conserved, evaluated, utilized and made available for plant breeding and other scientific purposes. The IU was originally based on the principle that PGRFA should be "preserved . . . and freely available for use, for the benefit of present and future generations" as part of the common "heritage of mankind." This principle was subsequently subjected to "the sovereignty of States over their plant genetic resources" (FAO Resolution 3/91). Although a non-binding agreement, the IU was not adopted by consensus, as eight developed countries formally recorded reservations. To date, 113 countries have adhered to the IU, with Brazil, Canada, China, Japan, Malaysia and the US as notable exceptions.

In April 1993, the Commission considered the implications of the 1992 UN Conference on Environment and Development, and the Convention on Biological Diversity (CBD) in particular, for the IU. Recognizing that the CBD would play a central role in determining policy on PGRFA, the Commission agreed that the IU should be revised to be in harmony with the Convention. At its first extraordinary session held in November 1994, the Commission reviewed a First Negotiating Draft, which incorporated three interpretative annexes into the IU, and provided a more rational structure, grouped into 14 articles.

SIXTH SESSION OF THE CGRFA: At the CGRFA's sixth session (Rome, June 1995), the Commission considered a Second Negotiating Draft. At this meeting, the Commission focused on issues of scope, access, farmers' rights and the preamble.

THIRD EXTRAORDINARY SESSION OF THE CGRFA: The CGRFA's third extraordinary session (Rome, December 1996) considered a Third Negotiating Draft, returning to discussions on scope, access and farmers' rights. The Commission did not produce any new negotiated text, although it made some progress on difficult and often divisive issues.

SEVENTH SESSION OF THE CGRFA: At the CGRFA's seventh session (Rome, May 1997), delegates continued negotiations in two working groups, addressing scope, access and farmers' rights. The meeting's most notable achievements were conceptual advances regarding farmers' rights and the establishment of a MS to facilitate access to PGRFA.

FOURTH EXTRAORDINARY SESSION OF THE CGRFA: At the CGRFA's fourth extraordinary session (Rome, December 1997), delegates considered a Fourth Negotiating Draft in one working group and one contact group. The working group produced consolidated text on, *inter alia*: objectives, relationship of the IU with other international agreements, sustainable use of PGRFA, the GPA, global information systems on PGRFA and farmers' rights. The contact group continued discussions on issues related to access and benefit-sharing, and made progress on developing the concept of a MS to facilitate access to PGRFA through a list of major crops. The complexities of tackling the private/public sector interface and balancing intellectual property right (IPR) interests were acknowledged.

FIFTH EXTRAORDINARY SESSION OF THE CGRFA: At the CGRFA's fifth extraordinary session (Rome, June 1998), delegates continued discussions in an open-ended working group and a Chair's contact group. The working group made little progress on the issue of farmers' rights, as fundamental differences divided key regional groups, particularly on ascribing legal rights for farmers. The contact group introduced new text on benefit-sharing and financial arrange-

ments. It also made some progress on access to PGRFA, although the relationship between facilitated multilateral access and IPR continued to be problematic.

115TH FAO COUNCIL: At the FAO Council's 115th session (Rome, November 1998), the Council recognized the progress made and supported convening an informal meeting of experts to address issues such as benefit-sharing, farmers' rights, the financial mechanism and the legal status of the revised IU.

MONTREUX EXPERTS' MEETING: At the meeting of experts (Montreux, Switzerland, January 1999), participants discussed, in their personal capacity, the IU's legal status, its structure, the MS, farmers' rights and financial resources. From the discussions, CGRFA Chair Amb. Fernando Gerbasi (Venezuela) drafted a series of "Chairman's Elements" reflecting areas of broad consensus as a basis for continuing the negotiations. There was general consensus that the IU should take the form of a legally-binding instrument and that its structure should be dynamic. The Chairman's Elements covered: scope; objectives; national commitments, programmes and rural development policies; the MS, including components for facilitated access and benefit-sharing; farmers' rights; financial resources; a legally-binding instrument; and provisions for amending the IU and its annexes.

EIGHTH SESSION OF THE CGRFA: At the CGRFA's eighth session (Rome, April 1999), negotiations continued on the IU's revision using a Composite Draft Text and Chair Gerbasi was authorized to convene a Contact Group to advance negotiations using the Chairman's Elements derived from the Montreux meeting. The Contact Group consisted of 41 countries selected according to regional representation and was formed to address the most contentious issues under debate. The Commission also authorized an extraordinary session of the CGRFA to adopt the final text, when appropriate, so that the results could be submitted to the 119th Session of the FAO Council in November 2000.

FIRST INTER-SESSIONAL CONTACT GROUP MEETING: The first meeting of the Contact Group (Rome, September 1999) focused on Article 14 (Benefit-sharing in the MS) of the Composite Draft Text, on the basis of a submission by developing countries, addressing sub-articles on: exchange of information; access to and transfer of technology; capacity building; and the sharing of monetary benefits of commercialization. Consensus was reached on text on exchange of information, while text on access to and transfer of technology and its implications for IPR remained bracketed. On commercial benefit-sharing, the group recognized the link between the income derived from the commercial use of PGRFA and benefit-sharing, but there was insufficient time for review.

SECOND INTER-SESSIONAL CONTACT GROUP MEETING: The second meeting of the Contact Group (Rome, April 2000) continued discussing provisions in the Composite Draft Text on facilitated access, benefit-sharing and financial resources, and made some progress on clarifying positions and agreeing on text.

THIRD INTER-SESSIONAL CONTACT GROUP MEETING: The third meeting of the Contact Group (Tehran, Iran, August 2000) made significant progress with a provisional package agreement on IPR and commercial benefit-sharing, which was subject to review by a few developed countries. Regions also submitted lists of crops for consideration under Annex I (List of Crops) with numbers ranging from nine to 287 crops.

FOURTH INTER-SESSIONAL CONTACT GROUP MEETING: At the fourth meeting of the Contact Group (Neuchâtel, Switzerland, November 2000), significant time was devoted to financial resources and agreement was reached on most provisions. Tenta-



tive progress made on IPR and commercial benefit-sharing at the third Contact Group meeting was called into question as four countries stated, based on consultations with their capitals, that the proposed compromise package was unacceptable. Delegates also engaged in extended discussions and considered input from external experts regarding IPR issues as related to the IU, CBD and the World Trade Organization's Agreement on Trade-related Aspects of Intellectual Property Rights.

119TH FAO COUNCIL: The FAO's 119th Council meeting (Rome, November 2000) reviewed a report by Chair Gerbasi, detailing obstacles and areas of progress within the negotiations. The Council requested Chair Gerbasi to convene further sessions of the Contact Group, as required, and a meeting of the CGRFA to finalize the IU's revision for submission to the 31st FAO Conference in November 2001.

FIFTH INTER-SESSIONAL CONTACT GROUP

MEETING: The fifth meeting of the Contact Group (Rome, February 2001) continued discussions on provisions related to access, the Governing Body, Secretariat, amendments of the IU and the annexes, as well as a proposed article on supporting components of the MS. Delegates held general discussions on the IU's legal basis in relation to the FAO and the CBD, and addressed the terms for including *ex situ* collections held by IARCs under the CGIAR and other international institutions. A technical group was also formed to list and define terms used within the IU.

SIXTH INTER-SESSIONAL CONTACT GROUP

MEETING: The sixth meeting of the Contact Group (Spoleto, Italy, April 2001) discussed a range of outstanding items on the basis of a simplified text prepared by Chair Gerbasi. Delegates resolved language in Articles 14 (GPA), 16 (International Plant Genetic Resources Networks), 17 (Global Information System on PGRFA) and 18 (Financial Resources). Three technical groups were convened to consider the use of terms, legal matters and Annex I (List of Crops Covered by the MS). As debates generally revisited those held during previous Contact Group meetings, delegates often expressed frustration at being unable to move beyond entrenched positions, although clarification of the principles underlying the various positions was seen as an essential step in moving the process forward. A major accomplishment at this meeting was agreement on an initial list of 30 crop genera to be covered under the IU.

120TH FAO COUNCIL: The 120th session of the FAO Council met prior to CGRFA-Ex6 from 18-23 June 2001 at FAO headquarters in Rome. The Council considered a progress report by Chair Gerbasi, which noted that the sixth Contact Group meeting considered the conclusion of the negotiations to be within reach. The Council emphasized the importance of world food security; recalled the request of the 119th FAO Council to submit the completed text to the 31st FAO Conference in November 2001; and, recognizing that consensus had been reached on a number of difficult issues and that a few substantive issues still under consideration required political will, flexibility and creativity, urged the Commission to find solutions by consensus, where possible. Some members suggested postponing negotiations if agreement was not reached on the IU, while others said the IU should be finalized during the Commission's extraordinary session with the largest possible number of countries. The Council deferred to the FAO Director-General the decision on whether the text would be submitted to the 31st FAO Conference.

CGRFA-EX6 REPORT

CGRFA Chair Amb. Fernando Gerbasi (Venezuela) opened the session, noting that the extraordinary session was convened to conclude negotiations of the IU for its submission to the 31st FAO Conference in November 2001. He said the 120th FAO Council meeting, held from 18-23 June 2001, recognized that agreement had been reached in many difficult areas, while a number of substantial issues remained under discussion. He also underscored the need to reach decisions by consensus.

FAO Assistant Director-General Louise Fresco emphasized the short time available to conclude the negotiations and said this session offered the agricultural sector the opportunity to shape solutions that suit it best. She also encouraged delegates to conclude the IU before it was pre-empted by other parallel processes.

Chair Gerbasi introduced, and delegates adopted, the session's agenda (CGRFA/Ex-6/01/1). The Commission then elected by acclamation Andrée Sontot (France) as Rapporteur, to complete the Bureau that was also comprised of Chair Fernando Gerbasi (Venezuela), and Vice-Chairs Tewolde Egziabher (Ethiopia), Gert Kleijer (Switzerland), Siang Lim (Malaysia), Kristiane Herrmann (Australia), Javad Mzafari Hashjin (Iran) and Brad Fraleigh (Canada).

Chair Gerbasi proposed that the Plenary address Articles 1-18 and the Committee of the Whole address Articles 19-32 of the Chairman's Simplified Text (CGRFA/Ex-6/01/2), and that the working groups on the list of crops and on the use of terms meet in informal evening sessions. At the request of the European Region, States that are FAO non-Members invited to participate as observers in the working groups. Chair Gerbasi highlighted the options for the IU's legal basis (as a subsidiary body under FAO Article XIV, a protocol to the CBD or an independent body), and requested regional groups to meet informally to discuss their positions on the matter.

A representative of the CBD Secretariat drew attention to decisions of the CBD's fifth Conference of the Parties (COP), which recognize the IU's importance for the CBD's implementation, and noted the CBD COP's willingness to consider a decision by the FAO Conference that the IU become a legally-binding instrument with strong links to both the FAO and the CBD.

The Plenary, considering Articles 1-18 of the Chair's Simplified Text (CGRFA/Ex-6/01/2), met on Tuesday and Wednesday, 26-27 June, and negotiated Articles 1 (Objectives), 5 (Conservation, Exploration, Collection, Characterization, Evaluation and Documentation of PGRFA), 6 (Sustainable Use of PGRFA), 7 (National Commitments and International Cooperation), 9 (Farmers' Rights), 13 (Benefit-sharing in the MS), 17 (Global Information System on PGRFA) and 18 (Financial Resources). Article 2 (Use of Terms) was negotiated in an informal working group. The closing Plenary to adopt all outstanding issues was held on Saturday, 30 June 2001.

The Committee of the Whole conducted a first reading of outstanding institutional issues in Articles 19-32 on Tuesday and Wednesday, 26-27 June. On Thursday, 28 June, it conducted a second reading of the articles on the basis of a revised text (CGRFA-Ex-6/IU/text/3) and concluded its work, with a number of articles pending resolution by Plenary. During its sessions, the Committee of the Whole held extensive debate on options for the IU's legal basis, especially the option of the IU as an FAO Article XIV subsidiary body. On Friday, 28 June, the Committee of the Whole presented its report to the Plenary, which adopted most of the agreed decisions, and resolved a number of outstanding issues relating to decision making procedures and to the IU's legal basis.



Four informal groups were constituted during the session. An informal working group on the use of terms met in evening sessions from Monday to Thursday, 25-28 June, and resolved all definitions, except on PGRFA and genetic material, which remain bracketed. An informal working group on the list of crops met throughout the week to negotiate crops and forages that could be added to the common list of crops appended to the Chair's Simplified text, and concluded its work on Saturday, 30 June. An informal working group on resolutions met on Friday and Saturday, 29-30 June, and prepared two resolutions on the IU's adoption and the work of CGRFA-Ex6. An informal working group on *ex situ* collections was also established. A "Friends of the Chair" working group, comprising Bureau members and Angola, Argentina, Brazil, the European Union, India, Japan and the US, met throughout the week to resolve some of the most contentious issues, in particular on Coverage of, Facilitated Access within, and Access and Benefit-sharing in the Multilateral System.

On Saturday, 30 June, the Friends of the Chair met in a morning session, which ended prematurely due to persistent disagreement with one delegation over the issue of Material Transfer Agreements (MTAs). When the Plenary suspended for a dinner break, the Friends of the Chair were reconvened briefly at 9:00 pm to discuss how to resolve the remaining issues given the slow progress in the Plenary. Upon conclusion of the Friends of the Chair meeting, an impromptu meeting of the informal working group on the list of crops was reconvened at 11:00 pm for three hours, in parallel with the evening Plenary. It reported its results to the closing Plenary on Sunday, 1 July.

NEGOTIATION OF THE UNDERTAKING

PREAMBLE : At final Plenary on Saturday, 30 June, CGRFA Chair Gerbasi presented a draft Preamble (CGRFA-Ex-6/IU/text/6) for consideration and adoption. In the Preamble, containing 11 paragraphs, Contracting Parties are, *inter alia*, convinced about the special nature of PGRFA, alarmed at their continuing erosion, cognizant of the common concern for PGRFA in all countries, and acknowledge the importance of farmers in using, exchanging, and conserving PGRFA and of the indispensability of crop genetic improvement, and affirm the rights of farmers to save, use, exchange and sell PGRFA.

Debate focused mostly on a paragraph affirming Farmers' Rights to save, use and exchange PGRFA, in particular: concerns about the nature, and purpose of preambular paragraphs in general; and the paragraph's consistency with Article 9 (Farmers' Rights), reference to monitoring at international and national levels of farmers' rights to participate in decision making and in fair and equitable benefit sharing, and the implications of the language referring to rights. Canada's proposal to delete this paragraph was opposed by, among others, Ethiopia, Zambia, and India, all of whom stressed the importance of Farmers' Rights to the IU. Amidst general debate about the purpose of a preambular statement, delegates discussed monitoring at the international level, with the US expressing concern at this reference. Sweden suggested including a reference to the Governing Body having responsibility for monitoring at the international level, and this led to a discussion on the role of the Governing Body, after which the reference to "monitoring" was replaced by "promoting." A reference to rights to save, use, and propagate seed without restriction was debated in the context of the operation of national laws, and delegates agreed to delete "without restriction." On the language of these rights, the US expressed concern that the paragraph created new rights, rather than reaffirming already existing ones and, after discussion, the text was amended to clarify this point. Minor revisions were also made to the final preambular paragraph on States mutually benefiting from the MS, to include references to a negotiated selection of resources, and to facilitated access.

Final Text: The Preamble, *inter alia*: acknowledges that the conservation, exploration, collection and documentation of PGRFA are essential in meeting the goals of the Rome Declaration on World Food Security; affirms the past, present and future contributions of farmers in all regions of the world as agreed in Resolution 5/89 of the 25th FAO Conference; affirms also that the rights recognized in the IU to save, use, exchange and sell farm saved seed and other propagating material, and to participate in decision making regarding and in the fair and equitable sharing of the benefits arising from the use of PGRFA in accordance with the IU's provisions, are fundamental to the realization of farmers' rights, and should be promoted at national and international levels; and recognizes that States may benefit from the creation of an effective MS that provides access and fair and equitable benefit-sharing of PGRFA.

PART I - INTRODUCTION

ARTICLE 1 (OBJECTIVES): This article, which outlines the IU's objectives, was briefly discussed in Plenary on Monday, 25 June, with a specific focus on the IU's legal basis vis-à-vis FAO Article XIV and its relationship with the CBD. Delegates agreed to keep the existing text, since it will not be affected by decisions on FAO Article XIV.

Final Text: The articles states that the objectives are to achieve the conservation and sustainable use of PGRFA and the fair and equitable sharing of the benefits arising out of their use, in harmony with the CBD, for sustainable agriculture and food security, and that the objectives are to be attained by closely linking the IU to the FAO and to the CBD.

ARTICLE 2 (USE OF TERMS): This article, which defines the key terms used in the IU, was referred to the informal working group on the use of terms. On Friday, 29 June, delegates considered the informal working group's submission in Plenary and approved definitions of *in situ* and *ex situ* conservation, variety, *ex situ* collection, centre of origin and centre of crop diversity, without substantive discussion. Regarding two alternative definitions proposed for PGRFA, discussion centered on whether genetic parts or components should be treated as discrete units. Angola, India, Iran, Mexico, and others proposed combining the two definitions to state that PGRFA refers to any material of plant origin, including reproductive and vegetative propagating material, and its genetic parts and components, containing functional units of heredity, of actual or potential value for food and agriculture. The US, with Canada, preferred to state that PGRFA refers to any material of plant origin including reproductive and propagating material containing genetic parts and components, and functional units of heredity of actual or potential value for food and agriculture. No agreement was reached.

Discussion was re-opened during the final Plenary on Saturday evening, 30 June, as delegates addressed Article 12.3(d), on IPRs and PGRFA. Chair Gerbasi asked delegates to consider the two definitions of PGRFA as proposed during discussion in Plenary on Friday, 29 June, on the results of the informal working group on the use of terms. Iran, with India, noted that they had proposed combining the two definitions, to state that PGRFA means any material of plant origin, including reproductive and vegetative propagating material, and its genetic parts and components, containing functional units of heredity, of actual or potential value for food and agriculture. The US, with Canada, preferred to state that PGRFA means any material of plant origin including reproductive and propagating material containing genetic parts and components, functional units of heredity of actual or potential value for food and agriculture.



India noted that their formulation treated genetic parts or components as PGRFA in their own right, while the US definition stated that PGRFA contain parts and components without implicating that they may be treated as discrete units of PGRFA. Iran added that most PGRFA accessed in the past 20 years are heterogeneous populations of different things, including genetic parts or components, such as DNA sequences, and not simply seeds or propagated material. The US agreed on the fundamental difference of the definition, and stated her opposition to prohibiting any patenting of genetic parts or components, as it would obligate States to withdraw a right from their citizens. She also opposed, based on States' lack of capacity, to provide access to isolated genetic parts or components on demand. Ethiopia stated that if purified or new constructs of genetic material could be removed from circulation from their countries of origin through patenting and bring monetary benefits to others, then they should not be classified as different from the original material received. India added that the IPR issue should not confuse the issue of defining PGRFA, and proposed acceptance of the definition without going further into the IPR debate. Without a consensus, delegates agreed that the discussion could yield no solution at this time, and agreed to retain both alternatives as submitted by the informal working group in brackets.

Regarding a definition for genetic material, delegates debated whether to specify that plant genetic material includes DNA sequences, isolated genes, or any functional units of heredity. India, Iran and Angola supported, while the US opposed, inclusion of such references in the definition. The European Region, with Venezuela, supported the definition as decided by the working group and called for adopting all definitions on the list as is. Ethiopia highlighted linkages with the definition of PGRFA and the unresolved issue of IPR in Article 12.3(d). With no consensus, delegates agreed to bracket the definition of this term as proposed by the informal working group.

Final Text: The article's definitions include:

- *In situ* conservation – the conservation of ecosystems and natural habitats and the maintenance and recovery of viable populations of species in their surroundings and, in the case of domesticated or cultivated plant species, in the surroundings where they have developed their distinctive properties;
- *Ex situ* conservation – the conservation of plant genetic resources for food and agriculture outside their natural habitat;
- Plant genetic resources for food and agriculture – [any material of plant origin, including reproductive and vegetative propagating material, and its genetic parts and components, containing functional units of heredity, of actual or potential value for food and agriculture] OR [any material of plant origin including reproductive and propagating material containing genetic parts and components, and functional units of heredity of actual or potential value for food and agriculture];
- Genetic material – [any material of plant origin containing functional units of heredity];
- Variety – a plant grouping, within a single botanical taxon of the lowest known rank, defined by the reproducible expression of its distinguishing and other genetic characteristics;
- *Ex situ* collection – a collection of PGRFA maintained outside their natural habitat;
- Centre of origin – a geographical area where a plant species, either domesticated or wild, first developed its distinctive properties; and
- Centre of crop diversity - a geographic area containing a high level of genetic diversity for crop species in *in situ* conditions.

ARTICLE 3 (SCOPE): This article, which sets out the IU's scope, was briefly discussed in Plenary on Monday, 25 June, but there were no changes to the text.

Final Text: The article states that the IU relates to PGRFA.

ARTICLE 4 (RELATIONSHIP OF THIS UNDERTAKING WITH OTHER INTERNATIONAL AGREEMENTS): This article sets out the IU's relationship to other international agreements and the rights and obligations of Contracting Parties under them. This issue was discussed by the Friends of the Chair and then presented to final Plenary on Saturday, 30 June. Part of the problem lay in its relationship to Article 18.4(d) on Contracting Parties providing financial resources for conservation and sustainable use of PRGFA, and avoiding subsidies, a reference which was still outstanding. The article was not agreed, and remains bracketed for resolution by the FAO Conference.

Final Text: The article states that the IU's provisions will be implemented in harmony with provisions of other existing international agreements relevant to the IU's objectives so as to be mutually supportive. Additionally, the IU shall not be interpreted as implying a change in the rights and obligations of a Contracting Party under any existing international agreements, nor as subordinate to them.

PART II - GENERAL PROVISIONS

ARTICLE 5 (CONSERVATION, EXPLORATION, COLLECTION, CHARACTERIZATION, EVALUATION AND DOCUMENTATION OF PGRFA): This article address the obligations of Contracting Parties to promote an integrated approach to the exploration, conservation and sustainable use of PGRFA, outlining specific activities and commitments. On Monday, 25 June, Plenary discussions focused on the chapeau, a reference to the CBD, and a reference to support *in situ* conservation of farmers varieties'. The article was amended with language recognizing farmers' and communities' efforts to manage and conserve on-farm PGRFA. It was adopted.

Final Text: Article 5 calls on Contracting Parties, subject to national legislation, to, *inter alia*: promote an integrated approach to the exploration, conservation and sustainable use of PGRFA; survey and inventory, and promote the collection of PGRFA under threat and collect information about them; support farmers' on-farm conservation and management of PGRFA; cooperate to promote the development of an efficient system for conservation of *ex situ* material; monitor the maintenance of variability of PGRFA; and take steps to minimize or eliminate threats to PGRFA.

ARTICLE 6 (SUSTAINABLE USE OF PLANT GENETIC RESOURCES): This article, which address specific measures for sustainable use, was considered in Plenary on Monday, 25 June. The discussion addressed: whether research should "conserve" or "enhance" biodiversity; and whether to refer to "fair agricultural policies" or "fair and market-oriented policies." Delegates agreed that research should both conserve and enhance biodiversity conservation, and to refer to fair agricultural policies.

Final Text: This article calls on Contracting Parties to develop and maintain appropriate policy and legal measures that promote the sustainable use of PGRFA, and defines measures for sustainable use to include, *inter alia*, pursuing fair agricultural policies that promote diverse farming systems enhancing the sustainable use of agricultural biodiversity; strengthening research that enhances and conserves biodiversity; promoting plant breeding that strengthens the capacity to develop varieties particularly adapted to social, economic and ecological conditions, including in marginal areas; and supporting the wider use of diversity of varieties and species.

ARTICLE 7 (NATIONAL COMMITMENTS AND INTERNATIONAL COOPERATION): This article addresses the integration of activities highlighted in Articles 5 and 6 into Contracting Parties' agriculture and rural development policies and programmes,



and international cooperation. The article was initially bracketed due to its reference to Article 18 (Financial Provisions). It was not discussed again since the financing issues were resolved, and the reference was retained.

Final Text: The article states that Contracting Parties will integrate sustainable use of PGRFA into their agriculture and rural development policies and programmes, and encourages national commitments and international cooperation. It outlines some aspects of international cooperation that will be targeted, including strengthening developing country capabilities in the conservation and use of PGRFA, and maintaining and strengthening the IU's institutional arrangements, and implementation of the funding strategy in Article 18.

ARTICLE 8 (TECHNICAL ASSISTANCE): The article addresses the promotion of the provision of technical assistance, and was not contentious. On Friday, 29 June, Bulgaria proposed, and the Plenary added a reference to countries with economies in transition.

Final Text: The article states that Contracting Parties agree to promote the provision of technical assistance to Contracting Parties, especially those that are developing or in transition, either bilaterally or through the appropriate international organizations, with the objective of facilitating the implementation of IU.

PART III - FARMERS' RIGHTS

ARTICLE 9 (FARMERS' RIGHTS): This article was only revisited during the final Plenary on Saturday, 30 June, in the context of a lengthy debate on the Preamble, but it remains unchanged.

Final Text: The article states that Contracting Parties recognize the enormous contribution that local and indigenous communities and farmers of all regions of the world make to conservation and development of PGRFA; and that Contracting Parties should take measures to protect and promote Farmers' Rights that include: protection of traditional knowledge relevant to PGRFA; equitable participation in benefit sharing; and participation in decision making. It notes that these measures are subject to national laws.

PART IV - MULTILATERAL SYSTEM OF ACCESS AND BENEFIT-SHARING

ARTICLE 10 (MULTILATERAL SYSTEM OF ACCESS AND BENEFIT-SHARING): This article generally addresses the issue of Contracting Parties' sovereign rights with regard to the MS of access and benefit-sharing and was not contentious. The article was considered alongside related issues discussed in the Friends of the Chair, and was not revisited in Plenary. It remains unaltered.

Final Text: This article acknowledges states' sovereignty over PGRFA, and that in the exercise of this right, the Contracting Parties agree to establish a MS that is efficient, effective and transparent, to facilitate both access to PGRFA and to share, in a fair and equitable way, benefits arising from the utilization of these resources in a mutually reinforcing way.

ARTICLE 11 (COVERAGE OF THE MS): This article, addressing coverage of the MS, was discussed by the Friends of the Chair on Tuesday, Wednesday and Thursday, 25-27 June, and the results were presented as a Chairman's proposal for compromise text (CGRFA-Ex-6/IU/text/4) in Plenary on Friday, 29 June. The issue of defining the inclusion of diverse collections of PGRFA was reportedly resolved by the group in a spirit of cooperation along with interrelated provisions in other articles addressing access, benefit-sharing and *ex situ* collections.

On Friday, 29 June, this text was agreed with minor editorial amendments, except for a reference to a Governing Body decision to be taken "by consensus" on whether to continue to provide access to legal and natural persons that have not included their PGRFA under the

MS two years' after its entry into force. This was resolved on Saturday, 30 June, during Plenary discussions on Article 19 that all decisions would be taken by consensus.

Final Text: The text states that: the MS shall cover the PGRFA listed in Annex I, established according to criteria of food security and interdependence, that are under the management and control of the Contracting Parties and in the public domain; Contracting Parties invite all holders of PGRFA listed in Annex I to include them in the MS and to agree to take measures to encourage natural and legal persons within their jurisdictions to include such PGRFA in the MS; the Governing Body shall assess progress in including PGRFA in the MS within two years from the entry into force of the IU and decide whether access shall continue to be facilitated to those natural and legal persons that have not included these PGRFA in the MS, or take other appropriate measures; and the MS shall also include the Annex I PGRFA in the *ex situ* collections of the IARCs of the CGIAR.

ARTICLE 12 (FACILITATED ACCESS TO PGRFA WITHIN THE MS): This article, which describes the conditions for facilitated access to PGRFA within the MS, was also considered in closed negotiations of the Friends of the Chair on Tuesday, Wednesday and Thursday, 26-28 June, in conjunction with related provisions on coverage and benefit-sharing. The issue of how access would be facilitated under the MS was pending resolution in part on how PGRFA under the MS would be defined and how benefits would be shared. Debate reportedly focused on whether, and how to provide access using a standard MTA that would outline conditions for such access and stipulate requirements for benefit-sharing as defined in Article 13 (Benefit-sharing in the MS).

On Friday, 29 June, delegates considered the Chairman's proposed compromise text (CGRFA-Ex-6/IU/text/4) in Plenary. Debate revolved around issues of: a new provision on MTAs, with an amendment proposed by Brazil to distinguish between MTA obligations of Contracting Parties and of legal and natural persons to ensure that private entities are involved in the MTA; measures taken to provide access to natural or legal persons, which were pending resolution of benefit-sharing provisions in Article 13; allowing facilitated access in accordance with conditions for access; referencing benefit-sharing provisions when related provisions remained unresolved; and consensus decisions by the Governing Body. Discussion was deferred on the issue of IPR limiting access to PGRFA, pending resolution of the definition of PGRFA.

On Saturday, 30 June, delegates considered a revised version of the text (CGRFA-Ex-6/IU/text/6), drafted during another closed session of the Friends of the Chair, and agreed to the text without debate. The only outstanding issue continued to be Article 13.2(d) relating to IPR and access to PGRFA. Pursuant to related discussions on the definition of PGRFA and the inclusion of genetic parts or components under Article 2, delegates agreed to bracket the provision given lack of consensus. Iran asked for clarification on how the IU would be adopted if the issue remained unresolved, and the FAO Legal Office noted that the brackets would have to be removed before the IU could be approved by the Conference.

Final Text: The article states that facilitated access to PGRFA under the MS shall be in accordance with the provisions of the IU. Contracting Parties agree to take the necessary measures to provide such access to other Contracting Parties and to legal and natural persons under their jurisdiction. Access shall be provided: for the purpose of utilization and conservation in research, breeding and training for food and agriculture, excluding chemical, pharmaceutical or other non-food/feed industrial uses; fast and free of charge; with passport data available; at the discretion of the developer in the case of



PGRFA under development; in consistency with international agreements and national laws for access to PGRFA protected by IPR; under the condition that accessed PGRFA remain available to the MS; according to national legislation or, in the absence of such legislation, in accordance with such standards as may be set by the Governing Body, for PGRFA found in *in situ* conditions; pursuant to a standard MTA; and for the purpose of contributing to the re-establishment of agricultural systems in emergency disaster situations. The provision stating that recipients shall not claim any IPR limiting facilitated access to PGRFA [or their genetic parts or components] [in the form] received from the MS remains pending.

ARTICLE 13 (BENEFIT-SHARING IN THE MS): Delegates agreed in Plenary to Articles 13.1 through 13.2(d)(i), regarding exchange of information, access to and transfer of technology and capacity-building, without comment. Discussion on Articles 13.2(d)(ii)-(iv), regarding commercial benefit-sharing, was deferred pending the outcome of discussions in the Friends of the Chair, which discussed this issue throughout the week in conjunction with related articles.

On Saturday, 30 June, delegates considered in Plenary the Chairman's proposed text (CGRFA-Ex-6/IU/text/6), noting that it was a carefully constructed outcome of the discussion in the Friends of the Chair that had been agreed along with other related provisions. A proposal by one developed country that was reportedly tabled in the group on Tuesday and debated behind closed doors for several days was accepted and the text submitted to Plenary reflected the group's acceptance of this key change, which would make commercialization, rather than IPR, the trigger mechanism for mandatory commercial benefit-sharing. Reactions to this significantly different text focused on bracketed references in 13.2(d)(ii), on requiring Governing Body consensus on decisions to determine the level, form and manner of payment required by instances of commercialization as outlined in the MTA, and on reviewing and assessing the mandatory level of payment five years from the entry into force of the IU. The issue was resolved by the creation of a new provision in Article 19 (Governing Body) referencing decisions by consensus. The remainder of the article was agreed without debate.

Final Text: The article recognizes the Contracting Parties' agreement to share benefits fairly and equitably through the following mechanisms:

- exchange of information, subject to applicable law and in accordance with national capabilities, made available to all Contracting Parties through the MS' information system;
- access to and transfer of technologies: for the conservation, characterization, evaluation and use of PGRFA; through establishment of crop-based thematic groups, partnerships in research and development and in commercial joint ventures, human resource development and access to research facilities; under fair and most favourable terms in the case of technologies for use in conservation; for the benefit of farmers in developing countries and countries with economies in transition; and in consistency with applicable IPR and access laws;
- capacity-building, with priority to: establishing relevant programmes for scientific and technical education and training; developing facilities for PGRFA conservation and sustainable use; and developing capacity for scientific research; and
- the sharing of benefits arising from commercialization, through the involvement of the private and public sectors, partnerships and collaboration, including a requirement in a standard MTA that a recipient who commercializes a product incorporating material accessed from the MS, shall pay to the financial mechanism an equitable share of the benefits arising from commercialization and

shall be encouraged to make such payment in case the product is available without restriction for further research and breeding.

Regarding such commercial benefit-sharing, the Governing Body shall, at its first meeting, determine in line with commercial practice, the level, form and manner of payment, with the possibility of: establishing different levels of payment for various categories of recipients; exempting small farmers in developing countries from such payments; and reviewing the levels of payment and assessing whether the mandatory payment requirement in the MTA shall apply in cases where commercialized products are available without restriction. The Governing Body shall also consider relevant policy and criteria under the agreed funding strategy (Article 18) for assistance to developing countries and countries with economies in transition whose contribution to the MS is significant and/ or have special needs.

Contracting Parties: shall ensure that an opportunity to seek recourse is available under their legal systems, in case of contractual disputes arising under the MTAs; agree that benefits arising from the use of PGRFA under the MS should flow primarily to farmers in all countries, especially in developing countries and countries with economies in transition; recognize that the implementation of the GPA will depend upon implementation of the IU's provisions on benefit-sharing under the MS and the funding strategy; and shall consider modalities of a strategy of voluntary benefit-sharing contributions from food processing industries that benefit from PGRFA in the MS.

PART V - SUPPORTING COMPONENTS

ARTICLE 14 (GLOBAL PLAN OF ACTION): This article was agreed on Saturday, 30 June, without discussion.

Final Text: The article states that Contracting Parties should promote the GPA's effective implementation through national actions and international cooperation to provide a framework for capacity-building, technology transfer and exchange of information.

ARTICLE 15 (EX SITU COLLECTIONS OF PGRFA HELD BY THE IARCS OF THE CGIAR AND OTHER INTERNATIONAL INSTITUTIONS): This article address the terms for including PGRFA held by the IARCs and other international institutions. It was initially discussed by an informal working group established on Thursday, 28 June. Further, discussion was held during final Plenary on Saturday, 30 June, referring to the results of that working group (CGRFA-Ex6/IU/text/6), and to subsequent changes in other related articles. Delegates reached agreement without further debate. Regarding Article 15.1(b), on an MTA for PGRFA not in Annex I, currently held by IARCs, Japan proposed a draft Resolution setting out requirements for revising MTAs, which was agreed and adopted as one of the session's resolutions.

Final Text: The article calls on IARCs to sign agreements with the Governing Body regarding *ex situ* collections, and sets out the terms and conditions for standard MTAs to be prepared between IARCs and the FAO with respect to these collections. The article defines these requirements for material listed in Annex I, as well as for that not contained in this annex, and states, *inter alia*, that Contracting Parties agree to provide facilitated access to Annex I PGRFA under the MS to IARCs that have signed agreements with the Governing Body; that non-Annex I material, which is received and conserved by IARCs after the entry into force of the IU, will be made available on terms consistent with those mutually agreed between the IARCs receiving the material and the country of origin, or the country that has acquired the material under the CBD; Contracting Parties are encouraged to provide IARCs that have signed agreements with the Governing Body, with access to non-Annex I PGRFA on mutually agreed terms; and the Governing Body will also seek to establish agreements with other relevant International Institutions.



ARTICLE 16 (INTERNATIONAL PLANT GENETIC RESOURCE NETWORKS): This article was agreed without comment in Plenary on Tuesday, 26 June.

Final Text: The article encourages development of existing cooperation in international PGRFA networks, so as to achieve as complete coverage as possible, and states that Contracting Parties will encourage all relevant institutions to participate in those networks.

ARTICLE 17 (THE GLOBAL INFORMATION SYSTEM ON PGRFA): This article addresses the establishment of a Global Information System to facilitate information exchange. On Tuesday, 26 June, delegates adopted a proposal on cooperation between the Global Information System and the CBD's Clearing-House Mechanism.

Final Text: The article states that Contracting Parties shall: develop and strengthen a global information system to facilitate exchange of information in cooperation with the CBD Clearing-House Mechanism, with the expectation that it will contribute to benefit-sharing by making information available to all Contracting Parties; cooperate with the CGRFA to facilitate the updating of the rolling GPA; and provide early warning about hazards that threaten PGRFA.

PART VI - FINANCIAL PROVISIONS

ARTICLE 18 (FINANCIAL RESOURCES): This article addresses the creation and objectives of a funding strategy to implement the IU. On Tuesday, 26 June, during Plenary delegates agreed to a reference on avoiding the creation of distorting subsidies. Delegates also agreed to move a provision on financial resources to be provided by Contracting Parties for national activities relating to conservation and sustainable use of PGRFA to Article 7. Discussion on a provision addressing financial benefits arising from Article 13.2(d), was deferred pending resolution of the provision, and subsequently agreed without comment during the final Plenary on Saturday, 30 June.

Final Text: The article states that Contracting Parties shall implement a funding strategy for the IU's implementation, to enhance the availability, transparency, efficiency and effectiveness of the provision of financial resources, under the target established by the Governing Body. Pursuant to the funding strategy, Contracting Parties: shall ensure due priority to the effective allocation of resources for the implementation of plans and programmes; will, in the case of developing countries, relate implementation to the effective allocation of resources; provide or avail themselves of, financial resources through bilateral, regional and multilateral channels; undertake national activities in accordance with national capacities and avoiding subsidies; recognize financial benefits under commercial benefit-sharing (Article 13.2(d)) as part of the funding strategy; and agree that the Governing Body shall consider a strategy to promote voluntary contributions by various sources and that priority will be given to the implementation of agreed plans and programmes for farmers in developing countries and countries with economies in transition, who conserve and sustainably utilize PGRFA.

PART VII - INSTITUTIONAL PROVISIONS

Discussion on Institutional Provisions began with a debate on the IU's legal basis. On Tuesday, 26 June, Chair Francis Montanaro Mifsud (Malta) noted the Committee of the Whole's mandate to ensure maximum autonomy for the IU's Governing Body. Discussion focused on whether the FAO Council could disallow amendments to the IU and provide opportunities to non-IU Parties to interfere with the Governing Body's right to make autonomous decisions. The need for autonomy for non-FAO members to be IU Contracting Parties was also stressed. The issue was dealt with under the respective articles.

ARTICLE 19 (GOVERNING BODY): Discussion on this article, addressing establishment and functions of the Governing Body and related issues, took place in the Committee of the Whole from

Tuesday to Friday, 26-29 July. The main issue raised and resolved in the final Plenary was related to decision-making procedures. Two alternatives were: addressing the issue in the Rules of Procedure following the IU's completion; and decision making by consensus and by two-thirds majority as a last resort, unless where specifically stated that consensus is required. Delegates initially accepted the second alternative and indicated which decisions within the text of the Undertaking should be taken by consensus only. During the final Plenary and following extensive debate on which decisions should be taken by consensus only, delegates agreed to include a general clause in the article, stating that all the Governing Body's decisions will be taken by consensus. Subsequently, all other reference to decision making by consensus was deleted.

Final Text: The article establishes the Governing Body to be composed of all Contracting Parties, and states that all of its decisions shall be taken by consensus. The Governing Body's functions shall include:

- providing policy direction and guidance to monitor and adopt recommendations;
- adopting plans and programmes, as well as the budget;
- adopting and reviewing the IU's funding strategy;
- adopting the budget;
- establishing subsidiary bodies subject to the availability of funds;
- establishing a financial mechanism;
- cooperating with other international bodies, in particular the CBD COP;
- adopting amendments to the IU and its Annexes;
- considering a strategy to encourage voluntary contributions;
- performing other functions as necessary;
- taking note of relevant decisions of the CBD COP and other relevant bodies and informing them of IU implementation matters;
- approving the terms of agreements with the IARCs and other institutions; and
- reviewing and amending the MTAs under Article 15 (*Ex situ* collections).

The text also addresses: the authorization of alternative voters; procedures to admit observers; rules for participation of FAO Member Organizations; adoption of the Rules of Procedures and financial rules by consensus; a quorum for Governing Body's sessions constituted by the majority of Contracting Parties; the holding of regular and special sessions; and election of the Bureau.

ARTICLE 20 (SECRETARY): The Committee of the Whole dealt with this article, addressing appointment and functions of the Governing Body's Secretary, from Wednesday to Friday, 27-29 June. Discussion focused mainly on whether documentation for the Governing Body's sessions should be provided in the FAO languages or the UN languages, which include Russian. The US suggested providing documentation in the FAO languages, while the European region and the Russian Federation supported the inclusion of Russian. It was eventually agreed to use the six UN languages.

Final Text: The final text states that the Governing Body's Secretary, assisted by such staff as the Governing Body may decide, shall be appointed by the FAO Director-General with the approval of the Governing Body. The Secretary's functions shall include: arrangement for and provision of administrative support for the Governing Body's session and for any subsidiary bodies established; assistance to the Governing Body in carrying out its functions, including the performance of specific tasks; submission of reports on its activities to the Governing Body; communication of the Governing Body's decisions and information received to all Contracting Parties; providing docu-



mentation for the Governing Body's sessions in the six UN languages; and cooperating with other organizations and treaty bodies, in particular the CBD Secretariat, in achieving the IU's objectives.

ARTICLE 20 BIS (COMPLIANCE): Following circulation of a proposal by the European Region with two articles, one on monitoring and reporting, and the other on compliance, on Wednesday, 27 June, initial discussion took place in the Committee of the Whole on Thursday, 28 June, where delegates decided that the issue be addressed by the Plenary. During the final Plenary, Ethiopia highlighted the issue's particular importance for developing countries, which are expected to make genetic resources available to the global system, but cannot bear the responsibility of ensuring that financial benefits flow into the system. Discussion took place on the basis of text derived from the European Region's proposal that provides for the Governing Body to consider and approve procedures and mechanisms to promote compliance, and to address issues of non-compliance. These procedures include monitoring, and offering of advice and assistance to developing countries and countries with economies in transition. The initial proposal from the European Region was dropped.

India drew attention to language proposed by the G-77/China in Appendix 4 of the Chair's Simplified Text, stating that the Contracting Parties: will be responsible for the fulfillment of their obligations under the IU; will adopt the appropriate measures to enforce it; shall be liable for non-compliance under international law; and shall ensure that effective recourse for non-compliance with the IU is available within their jurisdiction. During extensive debate in the final Plenary, many delegations suggested retention of both proposals saying they are complementary, with the US and Japan opposing the G-77/China text. The US proposed alternative language under the title "General Obligations" stating that each Contracting Party shall ensure the conformity of its laws, regulations and procedures with its obligations as provided in the IU. When a suggestion by Malta to merge the three proposals was not accepted by the US and Japan, Chair Gerbasi called for informal consultations. The issue was finally resolved with the withdrawal of the G-77/China suggestion, the placement of the US proposal on including General Obligations as a separate provision in the beginning of the IU (the exact placement of which is to be determined by the FAO Secretariat), and the adoption of the text derived from that of the European Region.

Final Text: The article states that the Governing Body shall, at its first meeting, consider and approve cooperative and effective procedures and operational mechanisms to promote compliance with the provisions of the IU and to address issues of non-compliance. These procedures and mechanisms shall include monitoring, and offering advice or assistance, legal and other, in particular to developing countries and countries with economies in transition.

ARTICLE 21 (SETTLEMENT OF DISPUTES): This article establishes the procedures for settling disputes. Following debate on whether to use language from the Chairman's Simplified Text or from the Legal Group of the sixth Contact Group meeting (appended to in CGREA/Ex-06/01/2), the Committee of the Whole accepted a suggestion by the European Region to amend the Legal Group's text to harmonize it with CBD Article 27 (Settlement of Disputes).

Final Text: The final text states that in the event of a dispute concerning the IU's interpretation or application, the parties concerned shall seek solutions by negotiation. If agreement cannot be reached, they may jointly seek the good offices of, or request mediation by, a third party. If the dispute is not resolved, arbitration in accordance with IU Annex II, Part 1 (Arbitration), or submission of the dispute to the International Court of Justice may be declared as compulsory. If the parties to the dispute have not accepted any procedure or agreed on one

from the options stipulated in the article, the dispute shall be submitted to conciliation in accordance with Annex II, Part 2 (Conciliation), unless otherwise agreed.

ARTICLE 22 (AMENDMENTS OF THIS UNDERTAKING): Discussion in the Committee of the Whole on this article, addressing procedures for amending the IU, focused on decision-making requirements. The issue was resolved in the final Plenary, where delegates agreed that any amendment to the Undertaking shall only be made by consensus of the Parties present.

Final Text: The final text states that any amendments to the IU: may be proposed by any Contracting Party; shall be adopted at a session of the Governing Body by consensus of the Parties present; shall be communicated to Contracting Parties at least six months before the session at which adoption is proposed; and shall come into force among Contracting Parties having signed and ratified the amendment on the 90th day after the deposit of ratification instruments by two-thirds of the Contracting Parties.

ARTICLE 23 (AMENDMENTS OF ANNEXES): This article addresses the status and amendment of procedures for the annexes to the IU. Discussion focused on decision-making requirements. The issue was resolved in the final Plenary, where delegates agreed that any amendment to Annex I shall only be made by consensus of the Parties present.

Final Text: The article states that the annexes to the IU shall form an integral part of the IU, and, unless expressly provided otherwise, a reference to the IU shall constitute a reference to any annexes. Except as otherwise provided for, the provisions of Article 22 shall apply to the amendments of the annexes. Any amendment to Annex I shall only be made by consensus of Parties present.

ARTICLE 24 (SIGNATURE): Discussion in the Committee of the Whole started on the basis of language in Article 24 (Acceptance) of the Legal Group from the sixth Contact Group meeting, which reflects standard FAO practice. Delegates expressed preference for the system of signature subject to ratification and accession, and the original Article 24 was replaced by Articles 24 to 24 *quat*. Debate also arose over the original Article 24.3, on participation by non-FAO Members to the Governing Body upon assuming a proportionate share in the Secretariat's expenses. This provision was deleted in Plenary, on Friday, 29 June.

Final Text: The final text states that the IU shall be open for signature by all FAO Members and any States that are Members of the United Nations, or any of its specialized agencies or of the International Atomic Energy Agency.

ARTICLE 24 BIS (RATIFICATION, ACCEPTANCE OR APPROVAL): The final text states that the IU shall be subject to ratification, acceptance or approval by the Members and non-FAO Members. Instruments of ratification, acceptance or approval shall be deposited with the Depositary.

ARTICLE 24 TER (ACCESSION): The final text states that the IU shall be open for accession from the date on which the IU is closed for signature. Instruments of accession shall be deposited with the Depositary.

ARTICLE 24 QUAT (ENTRY INTO FORCE): Regarding this provision, on the IU's entry into force, discussion focused on the required number of ratifications. Delegates debated and agreed in Plenary, on Friday, 29 June, that the IU would require a minimum of 40 instruments of ratification. The initial text required 30 ratifications, and delegates reached a compromise solution, since some delegations preferred a higher number. In the Committee of the Whole, delegates



also agreed to change the number of required ratifications by FAO Members from 25 to 20, to accommodate concerns of non-FAO Members.

Final Text: The final text states that the IU shall enter into force on the 90th day after the deposit of the 40th instrument of ratification, acceptance, approval or accession, provided that at least 20 instruments of ratification, acceptance, approval or accession have been lodged by FAO Members.

ARTICLE 25 (MEMBER ORGANISATIONS OF FAO): This article, reflecting FAO rules on regional economic organizations, was agreed in Plenary, on Friday 29 June, without debate.

Final Text: The final text states that when an FAO Member Organization deposits an instrument of ratification, it shall notify any change regarding its distribution of competence to its declaration of competence, submitted according to the FAO Constitution. Any Party may request a Member Organization to provide information for the implementation of any particular matter of the IU. Organizations' instruments of ratification shall not be counted as additional to those deposited by its member States.

ARTICLE 26 (ENTRY INTO FORCE): This article was deleted as a result of the deletion of original text on Acceptance.

ARTICLE 27 (RESERVATIONS): During initial discussion in the Committee of the Whole, no consensus was reached on whether reservations would be allowed. Plenary agreed on the final text on Friday, 29 June.

Final Text: The final text states that no reservations may be made to the IU.

ARTICLE 28 (NON-PARTIES): Regarding this provision, delegates in the Committee of the Whole left the issue pending, for resolution by the Friends of the Chair, drawing attention to a G-77/China proposal stating that access to PGRFA under the MS may be granted to non-Contracting Parties on the basis of an MTA containing obligations and conditions under Articles 12 and 13 of the IU, and on terms less favorable than those available to the Contracting Parties. The decision of the FOC on the matter was not reported to Plenary, and the G-77/China proposal was not taken up again.

Final Text: The provision states that the Contracting Parties shall encourage any Member of FAO or other State to accept the IU.

ARTICLE 29 (WITHDRAWALS): This article, on the procedure for withdrawals, was agreed without comment.

Final Text: The final text states that any Contracting Party may notify the Depositary in writing of its withdrawal from the IU at any time after two years from its entry into force. The Depositary shall inform all Contracting Parties. Withdrawal shall take effect one year from the date of receipt of the notification.

ARTICLE 30 (TERMINATION): A US proposal on the disposition of assets was debated in the Committee of the Whole, on Thursday, 28 June, and accepted in Plenary on Friday 29 June.

Final Text: The final text states that the IU shall be automatically terminated if and when the number of Contracting Parties drops below 40, unless the remaining Contracting Parties unanimously decide otherwise. The Depositary shall inform all remaining Contracting Parties that their number has dropped to 40. In the event of termination the disposition of assets shall be governed by the financial rules to be adopted by the Governing Body.

ARTICLE 31 (DEPOSITARY): Delegates debated whether the UN Secretary-General or the FAO Director-General should be the Depositary of this Undertaking, and finally agreed on the FAO Director-General.

Final Text: The final text states that the FAO Director-General shall be the Depositary of the IU.

ARTICLE 32 (AUTHENTIC TEXTS): Discussion in the Committee of the Whole focused on the inclusion of Russian among the IU's languages. The issue could not be resolved and it was left for Plenary's consideration. In Plenary, on Friday, 29 June, the US opposed, while many others supported, inclusion of Russian. Following clarification from the FAO Legal Office that the IU's Contracting Parties would bear the cost, the US agreed to include the Russian version in the authentic IU texts.

Final Text: The final text states that the Arabic, Chinese, English, French, Russian and Spanish texts of the IU are equally authentic.

ANNEX I - LIST OF CROPS COVERED BY THE MULTI-LATERAL SYSTEM: The working group on the list of crops met in informal consultations from Monday to Saturday, 25-30 June, and was co-chaired by Javad Mozafari Hashjin (Iran) and John Dueck (Canada). Discussion started from the lists developed by a working group at the sixth Contact Group meeting, including: a "Common List of Crops" of 30 crops that were agreed; "Crops under Discussion," including 17 crops; and a list of "Forages containing 30 grasses and 33 legumes (appended in CGRFA/Ex-6/01/2).

On Monday, 25 June, Jonathan Robinson of the International Plant Genetic Resources Institute (IPGRI) and team leader of the panel of experts established at the request of the sixth Contact Group meeting, presented the experts' report on crops and forages, titled "Technical Study and Expert Recommendations on the List of Crops for the International Undertaking on Plant Genetic Resources." General discussion was held on this report, and some delegations acknowledged the importance of the forages listed for food and agriculture. Negotiations focused on reaching agreement on specific crops under the lists of "Crops under Discussion" and on "Forages."

Following the presentation that enlightened delegates on the large number of crop genera constituting the *Brassica* complex that was agreed in Spoleto, some delegates suggested reservations on its inclusion in the List, but it retained. Reservations were expressed by different delegations, mainly from developing countries, on the Crops Under Discussion and the Forages. Some delegates expressed concern regarding reservations in particular on the wheat variety *Aegilops*, soybean, tomato and peanuts. Some of these delegates suggested specifying species instead, in order to allow reservations on wild species, but others objected, noting that reservations on wild varieties would only constrain plant breeding.

On Thursday, 28 June, the working group suspended discussion on crops due to lack of progress and attempts by some regional groups to withdraw crops from the list that was agreed at the sixth Contact Group meeting. The group met on Friday, 29 June and on Saturday morning, 30 June, to review the revised list of crops. Delegates agreed to add breadfruit to the "Common List of Crops," and the group concluded its work. However, on Saturday night, 30 June, the working group was reconvened in parallel with the final plenary to negotiate some additional crops. In his report to the final Plenary after this impromptu informal consultation, Co-Chair Dueck reported that the informal working group had reached consensus on 29 forage crops and 35 food crops, including the *Brassica* complex, which contains four other crops, thus totaling 40 crops. Regarding that evening's consultations, he reported that one country had proposed that delegates accept as a package the list of Crops Under Consideration as proposed at the sixth Contact Group meeting, but there was no consensus, although a majority had supported inclusion. An updated list of crops was distributed.



CGRFA Chair Gerbasi then proposed the adoption of the 14 crops on the List of Crops Under Discussion, including, onion (*Allium*), groundnut/peanut (*Arachis*), oil palm (*Elaeis*), soybean (*Glycine*), tomato (*Lycopersicon*), sugarcane (*Saccharum*), minor millets (including *Digitaria*, *Panicum* and *Setaria*), olive (*Olea*), pear (*Pyrus*), vine/grapes (*Vitis*), fruit trees (*Prunus*, which includes apricot, peach, plum, cherry and almonds), melon/cucumber (*Cucumis*), pumpkins/squashes (*Cucurbita*), flax (*Linum*), and eggplant (*Solanum melangena*). China opposed inclusion of soybean, but agreed to the others. Iran said it had no authority to accept the whole package, and, noting that the Near East Region had already contributed the most plant species on the list, said it was considering inclusion of a majority of these, except onion/garlic et al, olive, pear, grapes, fruit trees, melon, cucumber and flax. Mexico also objected to sugarcane. Zimbabwe, for the African Group, placed reservations on the minor millets, and with Malaysia, also placed a reservation on oil palm.

The EU expressed disappointment in the outcome of discussion on the proposed list of additional crops, having expected countries to be significantly more flexible. He said the absence of crops that are relevant for world food security on the agreed Common List of Crops calls into question the IU itself, and that final agreement by the EU and its member States depends on successful conclusion of the list. He requested, and Plenary agreed, to annex the list of Crops Under Discussion to the report of the meeting.

Plenary adopted the 40 food crops and 29 forages, as presented by the informal working group.

ANNEX II, PART 1 (ARBITRATION): Annex II on Arbitration and Conciliation, was drafted by the Legal Working Group during the Spoleto meeting, based on CBD text. Discussion took place in the Committee of the Whole on Wednesday and Thursday, 27-28 June. It centered around the implications of various FAO rules referring to FAO Article XIV constituted bodies, in particular on the mandate of the Committee on Constitutional and Legal Matters (CCLM). The FAO Legal Office explained that the CCLM is concerned with matters of legal and constitutional form, not substance, and plays an advisory role to the FAO Council.

Final Text: The final text includes 17 articles on: notification by the claimant party; composition of the arbitral tribunal and designation of arbitrators by the parties; designation of the President of the tribunal or an arbitrator by the FAO Director-General under conditions; governing law; rules of procedure; interim measures of protection; facilitation of the tribunal's work by the parties; confidentiality of information received during the proceedings; costs; interventions by Contracting Parties with a legal interest; counterclaims; decision making by majority vote; absence of a party; time-limit for the final decision; content of the final decision and dissenting opinions; binding effect of the decision and lack of appellate procedure, unless otherwise agreed; and controversy regarding the interpretation or implementation of the decision.

ANNEX II, PART 2 (CONCILIATION): This part was agreed without comment.

Final Text: The text includes articles on: creation and composition of a conciliation commission; appointment of its members by Contracting Parties; appointment of its members by the FAO Director-General; appointment of the commission's President by the FAO Director-General; decision making by majority vote; determination of its own procedure; dispute resolution proposal for consideration by parties; and disagreement regarding the commission's competence.

CLOSING PLENARY

The final Plenary was called to order on Saturday, 30 June, at 4:45 pm. Chair Gerbasi invited delegates to consider the outstanding issues in the IU (CGRFA-Ex-6/IU/text/6) with a view to attain consensus. Delegates negotiated the preamble, PGRFA in the Use of Terms in Article 2, Articles 4 (Relationship with other International Agreements), 12 (Facilitate Access to the MS), 13 (Benefit-sharing), 14 (Global Plan of Action), 15 (*Ex situ* collections of PGRFA), 19 (Governing Body), 20 *bis* (Compliance), 22 (Amendments of this Undertaking), 23 (Amendments of the Annexes) and the list of crops. *Editors' note: Details of the discussions on these issues are reported in their respective articles above.*

ADOPTION OF RESOLUTIONS AND REPORT OF THE SESSION: Chair Gerbasi drew delegates' attention to the Draft Resolutions (CGRFA-Ex-6/IU/text/5) and Draft Report Part I (CTFRA-Ex6/01-DRAFT REPORT PART I), which was drafted by the informal working group on resolutions on Friday and Saturday, 29-30 June, and proposed their adoption.

DRAFT RESOLUTION ON THE ADOPTION IU: The Draft resolution, *inter alia*: acknowledges the interdependence of all countries with respect to PGRFA; recalls in relation to PGRFA the importance of Resolution 3 of the Nairobi CBD Conference, 7/93 of the 27th FAO Council, as well as the World Food Summit plan of action; notes the work of the FAO and its CGRFA in the revision of the IU, the expressions of support by the CBD COP and by the FAO and its CGRFA, and that preparations are required for the IU's effective operation upon its entry into force; recognizes farmers' rights, and recognizes that the IU represents the first international instrument dealing with the conservation and sustainable use of PGRFA, which will facilitate the GPA's implementation. It also adopts the IU, requests the FAO Director-General to open the IU for signature after the adoption of the resolution during the 31st FAO Conference in November 2001, and decides that on entry into force upon adoption by the FAO Conference, the IU will establish a new and binding framework for cooperation in the area of PGRFA. It also decides to establish an Interim Committee on the IU, whose rules of procedure shall be based on those of the FAO Rules of Procedure, and requests the FAO Director General to convene the first meeting of the Interim Committee in 2002 at which it shall adopt its own rules of procedure and: prepare for consideration at the first session of the Governing Body, draft rules of procedure; draft a standard MTA; consult with IARCs on agreements to be signed with the Governing Body; and perform such other functions as may be necessary for the effective operation of the Revised IU upon entry into force. The resolution further: invites the FAO Director-General to appoint an interim Secretary to assist the Interim Committee's work, and to invite the CBD Executive Secretary to convey this Resolution to the CBD COP; requests the Interim Committee to initiate establishment of cooperation with the CBD COP, and, as appropriate, with other relevant international organizations and treaty bodies; invites the CBD COP to establish and maintain cooperation with the Interim Committee; invites FAO Member States and non-Member States who are Members of the UN and any of its specialized agencies, as well as Regional Economic Integration Organizations to contribute, through the FAO, to the functioning of the Interim Committee; and also invites the IARCs of the CGIAR to assist the Interim Committee and its interim Secretary in its work.

The Russian Federation called for deletion of a subparagraph that invites FAO Member and non-Member States that are Members of the UN and any of its specialized agencies or the IAEA to participate in the Interim Committee consistent with the FAO Rules of Procedure, noting that some countries would be observers. The Netherlands, as Chair of the informal working group on resolutions, noted the bracketed reference to "consistent with FAO Rules of Procedures" would



have to be retained. Japan stated that he would need to consult with his government on this resolution before agreeing. The EU noted that final agreement to the paragraph adopting the IU is dependent on the resolution of outstanding issues bracketed in the text of the IU. The draft resolution was adopted with the bracketed text, pending resolution by the FAO Conference.

DRAFT RESOLUTION OF THE SIXTH EXTRAORDINARY SESSION OF THE CGRFA: This resolution states that the CGRFA is cognizant of the fact that the current IARCs and FAO agreements on the placing of collections of plant germplasm will be renewed in 2002. It recognizes the need to revise the provisions of the MTA in use to be consistent with the Revised IU and the need for a speedy and smooth transition between the current arrangements and those that will apply upon the IU's entry into force. It requests the FAO Director-General and the Director's of those Centres to collaborate in the preparation of a revised MTA that will take into account the IU provisions and support an effective transition, and that the draft MTAs be presented to the ninth regular session of the CGRFA for consideration. This resolution was adopted by the Plenary without comment.

DRAFT REPORT PART I: The Draft Report covers the proceedings of the Commission's sixth extraordinary session, and was adopted by the final Plenary without comment.

In his closing remarks, Chair Gerbasi thanked everyone, particularly those who had chaired past meetings, noted that the IU was not perfect but could be built upon, and gavelled the session to a close on Sunday, 1 July 2001 at 3:30 am.

A BRIEF ANALYSIS OF CGRFA-EX6

WHAT AN UNDERTAKING!

After seven years, negotiations on the IU at long last have concluded with an agreement, amid consensus that this final negotiating session had succeeded in narrowing a number of diverging positions. While this marks a significant accomplishment for this process, reactions were mixed following the final Plenary as to whether the IU will yet prove to be a workable agreement. Following a long history of struggle over issues of access and benefit-sharing, coverage and inclusion of *ex situ* collections, a breakthrough was achieved behind the scenes by solving the puzzle of how to integrate these elements into an acceptable Multilateral System (MS). However, disagreement over the list of crops revealed deep political divides on the issue of trading agricultural resources. Furthermore, a few key areas of the Undertaking remain bracketed for consideration prior to the IU's adoption, the most significant of which are the extremely complex and controversial, yet fundamental, issues of the patenting of genetic material and whether genetic parts or components can be defined as resources to be accessed under the MS.

On the final day of negotiations, the overall outcome was still so uncertain that some delegations were said to be discussing how to break the bad news to their governments and who would take the blame for failure. During the final Plenary, visibly exhausted participants slowly fleshed out the details of remaining articles, while confronting numerous areas of disagreement regarding consensus required by the Governing Body, and even resurrecting old debates such as Farmers' Rights. The IU will be submitted to the FAO Director-General, and will likely be forwarded to the FAO Conference for adoption in November, although difficult questions surrounding outstanding issues still need to be resolved. In assessing the substance of this agreement, it is important to recognize the areas where success can be celebrated, explain the outstanding issues, and identify the challenges that must be met for the IU to be adopted.

MARKET BARGAINING: The most significant progress made this week was the integration of key interdependent issues of scope, facilitated access, and benefit-sharing. Many held their breath in anticipation of a workable package deal on access and benefit-sharing and related provisions, negotiated by the "Friends of the Chair" that met round-the-clock throughout the week to renegotiate language and resolve inconsistencies with other related provisions. The proposal by one country to make commercialization, instead of IPR, the trigger mechanism of mandatory commercial benefit-sharing was accepted, meaning that MTAs shall be used to facilitate germplasm exchange. Many observed, however, that commercialization takes 15-20 years, which is a long time to wait for benefits, and when they finally arrive, the benefits will be shared collectively. This demonstrated that to a large extent, the point of such provisions was not profit, but principle. The interest demonstrated by developing countries to ensure that private entities are involved in information sharing and capacity building, the resistance to submit wild plant varieties to the list of crops, and the lack of serious contention over financial provisions all indicate that technology transfer and knowledge sharing-not royalties-are the true benefits for developing countries.

THE IU FINDS A HOME: With the IU's legal basis resolved and the Governing Body's functions defined, the IU made large strides forward. During debates on whether the FAO should become the IU's institutional home, some pushed for more autonomy by emphasizing links with the CBD and stressing the need for a sixth UN language for the IU. Others advocated a closer relationship to the FAO, which would have the effect of constraining those Contracting Parties that are non-FAO members while allowing those FAO members hesitant to ratify the IU entry via the back-door as non-Parties. Most agreed that ties to both the FAO and CBD are important and will enhance the legitimacy of the IU's capacity to address biodiversity and food security issues. Such ties should give the IU a flying start, root it firmly in food security, and hopefully guard against its straying from its present mandate as developments in the dynamic biotechnology industry unfold.

NEW RIGHTS: The related issue of Farmers' Rights was never far from being re-examined in the context of debates on other articles, notwithstanding that text had been resolved in earlier sessions. The concept of Farmers' Rights is new and has significant implications for the recognition of group rights. Additionally, it raises questions about the nature of these rights, the relationship of Farmers' Rights provisions with relevant provisions in other international instruments such as the CBD and the Agreement on Trade-related Aspects of Intellectual Property Rights (TRIPs), and how these rights will be recognized and exercised in national jurisdictions. Some country delegations and NGOs highlighted the importance of entrenching Farmers' Rights in the IU, especially given that these rights pertain to innovations and sustainable development practices by local and indigenous communities, who, some believe, are critical to the IU. Emerging regional and national developments, such as the Organization of African Unity (OAU) Model Law on the rights of plant breeders, farmers and local communities and other *sui generis* systems including those under the International Convention for the Protection of New Varieties of Plants (UPOV), are of interest in the context of group-based rights as well as for providing examples for their implementation. Africa's work on the OAU Model Law ensured that the region was well prepared and made their negotiating position particularly strong, in comparison to other processes, and partly contributed to the difficulty in reaching agreements. But these rights remain and represent a significant precedent in recognizing the contributions of farmers and indigenous and local communities.



SQUABBLING OVER THE SALAD BOWL: The list of crops, at the heart of the IU, saw some progress with the final inclusion of 40 crop genera and a new list of agreed forages. Still, members of the European Region were so disappointed over the exclusion of major crops like soybean, groundnut, onion, tomato, sugarcane and cotton, they declared the IU agreement a failure. The strong sentiments expressed by all sides regarding the list of crops reflect deep tensions over trade and agriculture. China's refusal to add soybean to the list, after they had provided a large collection of germplasm to the US, had some experts wondering whether resistance here was purely a bureaucratic issue. This became all the more frustrating as other developing countries tied their reservations to the soybean.

Some hinted that broader political and foreign policy issues were at play, noting that the list of crops would likely be resolved sooner if the broader concerns are raised through pre-FAO Conference negotiations, to open the door for the inclusion of a larger number of crops. Still, some delegates pointed out that without clear consensus on whether PGRFA would include a plant's genetic parts or components, it would be especially difficult for countries to know what they were agreeing to in this virtual market exchange of agricultural material. A number were satisfied that after initial resistance the group agreed to retain the Brassica complex, which includes cabbage, rapeseed, mustard and salad crops.

THE STUMBLING BLOCKS: The group of Friends of the Chair was constituted to create flexibility and ensure inclusion of interests from key developed countries without alienating developing countries. While the group is said to have worked together in a spirit of cooperation, one country's objections over proposed provisions on *ex situ* collections that were carefully crafted by another informal negotiating group and then submitted to the Friends of the Chair, reportedly prompted Chair Gerbasi to walk out in frustration on the last day of negotiations. This problem kept recurring in Plenary, with delegations involved in closed-door negotiations re-opening discussion over their own agreements. At times delegates echoed Chair Gerbasi's exasperation, recalling that bigger and more complex agreements have taken been completed place in a much shorter period of time.

The Report of the Expert Panel commissioned during the sixth meeting of the Contact Group in Spoleto was an extremely valuable addition to participants' understanding of various food crops and forages relevant to world food security. While the document enabled the inclusion of forages in the list of crops, which was considered a major breakthrough, perhaps the document enlightened a few delegates a bit too much, making them cognizant of the wide scope of different species found in each genera. As a result, some showed signs of renegeing on agreements reached in Spoleto, while others placed reservations on crops with potentially huge benefits. With the exercise of sovereign rights over natural resources, this problem is unlikely to go away anytime soon.

The IU has taken several years to come of age. While this is not unusual for legally binding agreements, tactical moves by delegates suggested that stalling of progress was not always coincidental. The insistence by some countries on a large number of ratifications required to bring the IU into force is a case in point, suggesting that some countries might gain by stalling the IU's entry into force. The unresolved issue of IPRs and the relationship of the IU to other international agreements are possible explanations for such tactics, since the conclusion of these issues within the IU process would set a precedent for other international agreements dealing with similar issues. Some hinted, however, that although there was strong interest to have the matter defined within processes under the World Trade Organization (WTO) and the World Intellectual Property Organization (WIPO), it

was preferable to reach consensus within the IU given its lower public profile. Such participants noted that without quick resolution, radical environmental groups could apply public pressure and make greater demands on their governments to exempt plant genetic parts or components from patenting.

SHARING THE BURDEN: The vexed issue of IPRs as they relate to biological and genetic resources and their components continued to create tensions within the IU's deliberations. The lack of consensus on definitions, and IPR-related provisions in the IU, especially with regard to whether PGRFA would or would not recognize genetic parts or components as discrete units, highlights the complexity of IPR issues and also points to the urgent need to ensure cooperation with relevant developments in other fora.

Factors contributing to the apparent difficulty in finding consensus include the diversity of national legislative approaches to IPR on biological and genetic resources, and the relationships between national and international laws and policies. Seemingly intractable positions on the question of patentability of PGRFA, and an apparent inability to reach consensus on the definition of PGRFA, especially on whether it includes genetic parts or components, lie at the heart of the problems in this area. Unresolved and newly-emerging debates regarding patents will no doubt continue to occupy Parties' thinking on IPRs for considerable time.

One player watching these developments with great interest is WIPO, which has recently embarked on a programme to explore the wider communal aspects of IPRs, and the relationships between IPRs, genetic resources, traditional knowledge and folklore. WIPO, the WTO and other bodies charged with upholding international IPR laws will no doubt be keen to ensure that the IU is consistent with TRIPS and the Berne and Paris Conventions. The IU faces a major challenge to ensure that its weight is felt in these processes and that it is not undermined by them.

NEXT STEPS: For now, it is presumed that informal intersectoral discussions will take place before November on outstanding issues. This could help countries to further define and clarify their positions, so that they are ready to negotiate further on the issue of what constitutes genetic material and whether it can be patented under the MS. Further expanding the list of crops will almost certainly be the object of pre-Conference informal negotiations. Following approval by the FAO Director General, the Committee of Constitutional and Legal Matters of the FAO will provide advice on any legal issues and send it to the FAO Conference. Ultimately, it will be at the Conference that the brackets will have to be cleared. Several have observed that given the high profile of the Conference and the expected high degree of public pressure, the IU stands a very strong chance of being approved in November.

THINGS TO LOOK FOR

FIRST SESSION OF THE INTERGOVERNMENTAL TECHNICAL WORKING GROUP ON PLANT GENETIC RESOURCES: This meeting will be held from 2-4 July 2001, in Rome, Italy, to guide the implementation and review of the Global Plan of Action. For more information, contact: Stefano Diulgheroff, PGR Information Management Officer, Rome, Italy; tel: +39-06-57054652; fax: +39-06-57056347; e-mail: Stefano.Diulgheroff@fao.org; Internet: <http://www.fao.org/WAICENT/FAOINFO/AGRICULT/AGP/AGPS/pgr/ITWG/docsp1.htm>

24TH SESSION OF THE CODEX ALIMENTARIUS COMMISSION: This meeting will take place from 2-7 July 2001, in Geneva, Switzerland. For more information, contact: Allan Randell,



WHO Food Standards Programme, Rome, Italy; tel: +39-06-5705-4390; fax: +39-06-5705-4593; e-mail: codex@fao.org; Internet: http://www.codexalimentarius.net/cac24/al01_01e.htm

OPEN-ENDED EXPERT MEETING ON THE IMPLEMENTATION OF CAPACITY BUILDING PROVISIONS OF THE CARTAGENA PROTOCOL ON BIOSAFETY: This meeting will take place from 11-13 July 2001, in Havana, Cuba. For more information, contact: CBD Secretariat, Montreal, Canada; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@biodiv.org; Internet: <http://www.biodiv.org>

CONFERENCE ON SUSTAINABLE FOOD SECURITY FOR ALL BY 2020: FROM DIALOGUE TO ACTION: The conference will meet from 4-6 September 2001, in Bonn, Germany. It is being organized by the International Food Policy Research Institute (IFPRI), in collaboration with the German Government. For more information, contact: Simone Hill-Lee, IFPRI, Washington DC, USA; tel: +1-202-862-5600; fax: +1-202-467-4439; e-mail: s.hill-lee@cgiar.org; Internet: <http://www.ifpri.cgiar.org/2020conference/index.htm>

WTO COUNCIL FOR TRADE-RELATED ASPECTS OF INTELLECTUAL PROPERTY RIGHTS: The TRIPs Council will meet from 20-21 September and 26-29 November 2001, in Geneva, Switzerland. For more information, contact: Peter Ungphakorn, WTO, Geneva, Switzerland; tel: +41-22-739-5412; e-mail: peter.ungphakorn@wto.org; Internet: http://www.wto.org/english/tratop_e/trips_e/trips_e.htm

PACIFIC GLOBAL BIODIVERSITY FORUM: The First Regional Session of the Global Biodiversity Forum for the Pacific (Governing BodyF-Pacific) will be held from 25-28 September 2001, in Honolulu, Hawaii. For more information, contact: Charles Barber, Governing BodyF-Pacific Coordinator, World Resources Institute, Manila, Philippines; tel: +63-2-631-0421; fax: +63-2-631-0406; e-mail: cvbarber@attglobal.net; Internet: <http://www.GoverningBodyf.ch>

WORLD CONGRESS ON CONSERVATION AGRICULTURE: This congress will take place from 1-5 October 2001, in Madrid, Spain, and is organized by the FAO and the European Conservation Agriculture Federation. For more information, contact: Armando Martinez, Institute for Sustainable Agriculture, Córdoba, Spain; tel: +34-957-760797; fax: +34-957-760797; e-mail: conservation.agriculture@ecaf.org; Internet: http://www.ecaf.org/Congress/Latest_news.htm

SECOND MEETING OF THE INTERGOVERNMENTAL COMMITTEE FOR THE CARTAGENA PROTOCOL ON BIOSAFETY (ICCP-2): This meeting will be held from 1-5 October 2001, in Nairobi, Kenya. For more information, contact: CBD Secretariat, Montreal, Canada; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@biodiv.org; Internet: <http://www.biodiv.org>

INTERNATIONAL CONFERENCE ON BIOTECHNOLOGY AND SUSTAINABLE DEVELOPMENT: This conference will be held from 15-17 October 2001 in Alexandria, Egypt. The conference will focus on scientific, ethical and safety issues, as well as

the regulatory, IPR, trade and economic issues in the biotechnology debate, while highlighting a Southern perspective. For more information, contact: Ismail Serageldin, International Center for Agricultural Research in the Dry Areas (ICARDA), Cairo, Egypt; tel: +20-3-487-6024; fax: +20-3-487-6001; email: icarda-cairo@cgiar.org; Internet: <http://www.egyptbiotech2001.com>

FIRST SESSION OF THE AD HOC OPEN-ENDED WORKING GROUP ON ACCESS AND BENEFIT-SHARING: This meeting will be held from 22-26 October 2001, in Bonn, Germany, under the auspices of the CBD. For more information, contact: CBD Secretariat, Montreal, Canada; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@biodiv.org; Internet: <http://www.biodiv.org>

FAO GOVERNING BODIES: Sessions of the FAO Council are scheduled from 30 October to 1 November and on 14 November 2001 in Rome, Italy. The 31st FAO Conference is tentatively scheduled for 2-13 November 2001. The Conference is expected to consider the outcome of the sixth extraordinary session of the CGIAR. For more information, contact: Nora McKeon, FAO, Rome, Italy; tel: +39-06-5705-3852; fax: +39-06-5705-5175; e-mail: Nmckeon@fao.org; Internet: <http://www.fao.org/events/index.asp>

WORLD FOOD SUMMIT FIVE YEARS LATER: This meeting will be held from 5-9 November 2001, at FAO Headquarters in Rome, Italy. For more information, contact: Nora McKeon, FAO, Rome, Italy; tel: +39-06-5705-3852; fax: +39-06-5705-5175; e-mail: Nmckeon@fao.org; Internet: <http://www.fao.org/news/2001/010304-e.htm>

CONVENTION ON BIOLOGICAL DIVERSITY SBSTTA-7: The seventh meeting of the CBD's Subsidiary Body on Scientific, Technical and Technological Advice will meet from 12-16 November 2001 in Montreal, Canada. This meeting will be followed by an Open-ended Intersessional Meeting on the Strategic Plan, National Reports and the implementation of the Convention, from 19-21 November 2001, also in Montreal. For more information, contact: CBD Secretariat, Montreal, Canada; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@biodiv.org; Internet: <http://www.biodiv.org>

MEETING OF THE AD HOC INTERSESSIONAL WORKING GROUP ON ARTICLE 8(j) OF THE CONVENTION ON BIOLOGICAL DIVERSITY: This meeting is scheduled to take place from 4-8 February 2002, in Montreal, Canada. For more information, contact: CBD Secretariat, Montreal, Canada; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@biodiv.org; Internet: <http://www.biodiv.org>

CONVENTION ON BIOLOGICAL DIVERSITY COP-6 / CARTAGENA PROTOCOL ON BIOSAFETY MOP-1: The CBD's sixth Conference of the Parties will take place from 8-26 April 2002, in The Hague, The Netherlands. This gathering is also expected to serve as the First Meeting of the Parties (MOP-1) to the Cartagena Protocol on Biosafety. For more information, contact: CBD Secretariat, Montreal, Canada; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@biodiv.org; Internet: <http://www.biodiv.org>