

Summary of the 14th Meeting of the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System of the International Treaty on Plant Genetic Resources for Food and Agriculture: 7-11 July 2025

Plant genetic resources for food and agriculture (PGRFA) are at the heart of sustainable agriculture and global food security. In an age of geopolitical volatility and climate change, their importance remains constant, Co-Chair Sunil Archak (India) stressed at the opening of the Working Group's final meeting.

The Working Group has come a long way. The process of enhancing the Treaty's Multilateral System (MLS) of access and benefit-sharing (ABS) began in 2013 with a focus on increasing user-based payments to the Treaty's Benefit-sharing Fund (BSF). "We have been running a marathon, and the stadium is now coming into view," Co-Chair Michael Ryan (Australia) noted 12 years later, pointing to the upcoming 11th meeting of the Treaty's Governing Body (GB 11) in November, which marks the end of the Working Group's mandate.

Throughout the years, a significant amount of work has been conducted around the package of measures aimed at enhancing the MLS, including a draft resolution, a draft revised Standard Material Transfer Agreement (SMTA), and a draft text for an amendment of Annex I (list of crops in the MLS). Put simply, the revision of the SMTA's payment structure and rates aims to ensure user-based payments, which are severely lacking under the current system, and prioritized by developing countries.

The expansion of the list of crops in the MLS aims to promote facilitated access to a broader pool of PGRFA and is called for by developed countries. More recent negotiations have focused not only on these two issues but also on benefit-sharing from digital sequence information / genetic sequence data (DSI/GSD).

Although principled differences remain on practically all major issues, the Working Group's 14th meeting witnessed progress on technical matters and more concrete engagement with ideas that can enable consensus. Advancements on technical aspects of the SMTA and on the implementation and review of the new system were followed by an open discussion on payment rates—the first in recent years. A "partial subscription" option was put forward as a possible way to bridge the divide between those supporting a subscription-only system and those favoring a dual system, including subscription and a possibility for "single access."

The Standing Group of Legal Experts will reflect on the revised text resulting from WG 14 and a number of questions raised during the meeting to pave the way for discussions at GB 11. Intense regional and interregional consultations are also expected to take place over the next few months. As many underscored, the time has come for a political decision on the entire package of measures.

The 14th meeting of the Working Group convened in Lima, Peru, from 7-11 July 2025 and gathered approximately 70 participants. The Working Group is composed of spokespersons from the FAO regional groups and stakeholders, including farmers' organizations, civil society, the seed industry, and research and academia, including the CGIAR. The meeting was preceded by regional and interregional consultations on 6 July.

A Brief History of the Treaty

Concluded under the auspices of the Food and Agriculture Organization of the United Nations (FAO), the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA) is a legally-binding instrument that targets the conservation and sustainable use of PGRFA, and the fair and equitable sharing of the benefits arising out of their use for sustainable agriculture and food security, in harmony with the Convention on Biological

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Diversity (CBD). It establishes an MLS for facilitated access to a specified list of PGRFA, including 35 crop genera and 29 forage species (Annex I), and institutionalizes monetary and non-monetary benefit-sharing from the utilization of these resources in the areas of commercialization, information exchange, technology transfer, and capacity building.

The Treaty was adopted on 3 November 2001 by the FAO Conference, following seven years of negotiations. It entered into force on 29 June 2004 and currently has 154 parties.

Key Turning Points

GB 1: The first session of the GB (June 2006, Madrid, Spain) adopted the SMTA and the Funding Strategy. The SMTA includes provisions on a benefit-sharing scheme, providing two options. First, the recipient can choose to pay 0.77% of gross sales from commercialization of new products incorporating material accessed from the MLS, if its availability to others for further research and breeding is restricted. Alternatively, the recipient can choose to pay 0.5% of gross sales on all PGRFA products of the species they accessed from the MLS, regardless of whether the products incorporate the material accessed and regardless of whether the new products are available without restriction. The GB further adopted:

- its rules of procedure, including decision making by consensus;
- financial rules with bracketed options on an indicative scale of voluntary contributions or voluntary contributions in general;
- a resolution establishing a Compliance Committee;
- a relationship agreement with the Global Crop Diversity Trust; and
- a model agreement with CGIAR and other international institutions.

GB 5: The fifth session of the GB (September 2013, Muscat, Oman) established the Ad hoc Open-ended Working Group to Enhance the Functioning of the MLS, to develop measures to increase user-based payments and contributions to the BSF, as a priority, as well as additional measures to enhance the functioning of the MLS. GB 5 also adopted a resolution on the funding strategy for the BSF and a work programme on sustainable use.

The Working Group met four times during the intersessional period before GB 6 (May 2014, December 2014, June 2015, and October 2015).

GB 6: The sixth session of the GB (October 2015, Rome, Italy) adopted a work programme for the Global Information System and extended the mandate of the Working Group, requesting it to:

- elaborate a full draft revised SMTA;
- elaborate options for adapting coverage of the MLS, based on different scenarios and income projections; and
- consider issues regarding genetic information (now referred to as DSI/GSD) associated with material accessed from the MLS.

The Working Group met three times during the intersessional period before GB 7 (July 2016, March 2017, and September 2017).

GB 7: The seventh session of the GB (October-November 2017, Kigali, Rwanda) extended the mandate of the Working Group on the MLS, requesting it to:

- continue revising the SMTA;
- develop a proposal for a growth plan to attain the enhanced MLS; and
- elaborate criteria and options for possible adaptation of the coverage of the MLS.

GB 7 further established an Ad Hoc Technical Expert Group on Farmers' Rights; reconvened the Ad Hoc Advisory Committee on

the Funding Strategy and Resource Mobilization; and decided to put DSI/GSD on the GB 8 agenda.

Ninth meeting of the Working Group on the MLS: At its ninth meeting (June 2019), the Working Group reached a tentative compromise to amend Annex I to include all PGRFA under the management and control of parties and in the public domain, in *ex situ* conditions, while allowing for reasoned national exemptions regarding a limited number of native species. The Working Group also agreed on a package of measures, allowing for simultaneous adoption of the revised SMTA and the amendment of Annex I. Negotiations continued on the draft revised SMTA. Consensus was reached on several provisions, with DSI/GSD and rates for benefit-sharing payments remaining the main outstanding issues. The meeting was suspended to allow for additional time to finalize negotiations.

However, at the resumed ninth meeting (October 2019), the Working Group was unable to bridge positions between developed and developing countries. Working Group Co-Chairs Hans Hoogeveen (Netherlands) and Javad Mozafari (Iran) issued a compromise proposal on a package of elements addressing benefit-sharing payment rates, benefit-sharing from DSI/GSD, and the review of the enhanced MLS, but consensus was elusive. Deep principled divergences remained, in particular regarding benefit-sharing payments from the use of DSI/GSD.

GB 8: At its eighth session (November 2019, Rome, Italy), the GB did not reach agreement on the package of measures to enhance the functioning of the MLS, nor on continuing intersessional work.

GB 9: At its ninth session (September 2022, New Delhi, India), the GB reestablished the Working Group on enhancing the functioning of the MLS, in a decision hailed as the main achievement of the meeting, and appointed Sunil Archak (India) and Michael Ryan (Australia) as Working Group Co-Chairs. GB 9 also addressed issues related to cooperation with the CBD, including on DSI/GSD, and finalized a set of options for encouraging, guiding, and promoting the realization of farmers' rights.

GB 10: At its tenth session (November 2023, Rome), the GB endorsed the suggestion of the Working Group to use the June 2019 draft package as a starting point for further work. It decided that the Working Group would hold four intersessional meetings, to allow for sufficient progress on the negotiations to enhance the MLS, focusing on three identified "hotspots": DSI/GSD; expansion of the list of crops in Annex I; and payment structure and rates. The GB also highlighted the need to ensure close collaboration with the CBD and reconvened the Ad Hoc Technical Expert Group on farmers' rights.

Recent Meetings

11th meeting of the Working Group on the MLS: At its 11th meeting (April 2024), the Working Group exchanged views and improved understanding of positions on the three "hotspots," to inform the preparation of a Co-Chairs' negotiating draft.

12th meeting of the Working Group on the MLS: At its 12th meeting (September 2024), the Working Group welcomed a compromise proposal to establish a subscription mechanism with two alternative triggers for mandatory monetary benefit-sharing: early payment upon registration or deferred payment upon commercialization; and tasked a drafting group to prepare text for consideration at its next meeting.

13th meeting of the Working Group on the MLS: With the drafting group unable to propose a subscription mechanism with two triggers for payments, at its 13th meeting (April 2025), the Working Group remained divided on fundamental issues, including whether access to the MLS should be upon subscription only or upon a dual system allowing users to choose between a subscription and a single-access option; and benefit-sharing from the use of DSI/GSD. Despite repeated calls, payment rates were not discussed in quantitative terms. The Working Group clarified technical matters and identified loopholes with focus on the payment structure. It mandated the Standing Group of Legal Experts to address a series of legal and institutional matters in preparation for WG 14.

Working Group Report

On Monday, 7 July 2025, Working Group Co-Chair Michael Ryan (Australia) introduced the negotiating text ([IT/OWG-EFMLS-14/25/5](#)) resulting from the 13th meeting of the Working Group, and the guidance provided by the Standing Group of Legal Experts (SGLE) ([IT/OWG-EFMLS-14/25/5/Inf.1](#)). He outlined the long history of negotiations, noting that “we have been running a marathon, and the stadium is now coming into view.” He defined producing a clean text of the SMTA, settling on the payment structure, and working on the payment rates as the meeting’s targets. Working Group Co-Chair Sunil Archak (India) highlighted differences in country and regional positions and urged for flexibility. He noted that in an age of geopolitical volatility and climate change, the importance of PGRFA remains constant.

ITPGRFA Secretary Kent Nnadozie asked for pragmatism and flexibility to bring forward a strengthened MLS that will deliver for farmers for years to come, noting that “both success and failure will be shared by all.”

Mariana Escobar, FAO representative in Peru, noted the meeting is a milestone on the shared path to reaching consensus on the package of measures for the enhancement of the MLS. She emphasized that Peru harbors much of the world’s agricultural heritage and hosts many superfoods, pointing to the creation of agrobiodiversity zones aimed at conserving Andean crops.

Jesús Francisco Caldas Cueva, ITPGRFA National Focal Point and Director of Agricultural Innovation Management at the Peruvian National Institute for Agricultural Innovation, emphasized Peru’s commitment to supporting fruitful deliberations and underscored the importance of both fair and equitable benefit-sharing and enhanced access to material.

Organizational Matters: The Working Group adopted the agenda and timetable ([IT/OWG-EFMLS-14/25/2.1](#) and [14/25/2.2 Rev.1](#)).

Opening Statements: EUROPE stressed the need to find common ground, highlighting that while it may not be perfect, a functional system is within reach. They underscored the importance of seeing user-based income increase, with expansion of the list of crops in the MLS being an integral part of the process.

AFRICA, speaking also for LATIN AMERICA AND THE CARIBBEAN (GRULAC) and the NEAR EAST, highlighted the three regions’ convergence on the essential principles to guide negotiations, including: respecting sovereign rights over PGRFA; ensuring fair and equitable benefit-sharing; and enforcing ABS-related obligations. They stressed that the expansion of Annex I must respect parties’ sovereignty over their genetic resources and

be directly linked to an increase in contributions to the BSF; and that benefit-sharing from DSI/GSD use is an obligation under international law.

NORTH AMERICA stressed the need to focus on outstanding issues and avoid reopening agreed text, noting they will not support extending the process in the next biennium.

ASIA noted the region has reached common understanding on the need for a dual-access system, but not on expansion of Annex I or on DSI/GSD. The SOUTHWEST PACIFIC expressed continued support for subscription, and appreciation for the SGLE’s work, particularly on the definition of “Product” to allow for direct use of MLS material.

FARMERS’ ORGANIZATIONS stressed the need to prohibit the patenting of DSI/GSD from PGRFA in the MLS before expanding Annex I, noting that patenting trends threaten farmers’ rights and access to PGRFA. CIVIL SOCIETY drew attention to a letter signed by approximately 150 civil society groups and farmers’ organizations from across the globe, expressing concerns that the proposed package of measures, including amendment of Annex I, is inequitable, undermines developing countries’ interests, and promotes lack of transparency in transfers of PGRFA and DSI/GSD.

The SEED INDUSTRY stressed the importance of multiple payment structures and legal clarity for fostering business development and increasing BSF contributions. They supported attractive payment rates and recognition of compliance with other national and international ABS obligations for contributions made under the MLS. They opposed adding language in the SMTA on disclosure of origin in patent applications.

CGIAR announced that a budget of USD 26 million is confirmed for the conservation of collections that have signed agreements with the Governing Body under ITPGRFA Article 15 (*ex situ* collections held by CGIAR and other international institutions). They noted the importance of collections for non-monetary benefit-sharing and their sensitivity to the decisions of the process.

Update by the Co-Chairs on Intersessional Work

On Monday, Co-Chair Ryan highlighted the work of the SGLE, and documents on: scenarios for rates and thresholds ([IT/OWG-EFMLS-14/25/5/Inf.3](#)); an overview of options available to recipients ([IT/OWG-EFMLS-14/25/5/Inf.4](#)); and recent BSF trends ([IT/OWG-EFMLS-14/25/5/Inf.5](#)). He noted strong indications of interest in the enhancement process from the seed sector, as manifested during the International Seed Federation’s World Seed Congress 2025.

Developments in Other Relevant Fora

On Monday, Kathryn Garforth, Secretariat of the Convention on Biological Diversity (CBD), noted that: the Ad Hoc Scientific and Technical Group for the preparation of the global review and the global report on collective progress in implementing the Kunming-Montreal Global Biodiversity Framework held three meetings to date; the steering committee of the Global Multilateral Benefit-sharing Mechanism from DSI use, including the Cali Fund, held its first meeting in June 2025; the CBD Secretariat published a guide to the Cali Fund; and a group of governments formed a “Friends of the Cali Fund” coalition that supports a “pay once comply everywhere principle.”

Álvaro Toledo, ITPGRFA Secretariat, highlighted the adoption of the Pandemic Agreement by the Assembly of the World Health Organization (WHO) and the related negotiations towards a

pathogen access and benefit-sharing system. He said the sixth meeting of the *Ad Hoc* Technical Expert Group on Farmers' Rights reviewed the draft assessment of the state of implementation of ITPGRFA Article 9 (farmers' rights) and reflected on DSI/GSD. He further pointed to the outcome of the 11th meeting of the Standing Committee on the Funding Strategy and Resource Mobilization, highlighting lack of agreement on a recommended target range for the BSF.

Draft Revised SMTA

The SMTA is the contract that sets the terms and conditions for accessing MLS material and benefit-sharing obligations. It is under revision as part of the negotiation process to enhance the functioning of the MLS.

Deliberations were initially based on the negotiating document resulting from the 13th meeting of the Working Group ([IT/OWG-EFMLS-14/25/5](#)) and then on a revised negotiating text circulated to the Working Group participants on Wednesday.

Payment Structure: On Monday, Co-Chair Ryan provided an overview of the state of negotiations, noting: strong support for a single subscription system, with mixed views on a dual system that includes subscription and single access; and interest in discussing an additional option for partial or crop-based subscription, and advance payment under single access. He drew attention to the SGLE's work and summarized submissions received ahead of WG 14 ([IT/OWG-EFMLS-14/25/5/Inf.2 Rev.2](#)). He then presented the Co-Chairs' note on scenarios for rates and thresholds and the overview of options available to recipients under the revised SMTA. He invited comments on a **crop-based subscription option and advanced payments under single access**.

EUROPE drew attention to two proposals, one by CGIAR that foresees excluding specific crops from the subscription, and another from the International Seed Federation that consists of submitting specific crops to the subscription. SOUTHWEST PACIFIC, EUROPE, and the REPUBLIC OF KOREA supported using CGIAR's proposal on a crop-based subscription as a basis for further discussions. CGIAR explained that they chose the negative approach because it mirrors the spirit of the expansion of Annex I and the possibility for countries to exclude crops, but highlighted that the two approaches are not substantively different and the fundamental decision is whether to have a crop-based subscription or not.

NORTH AMERICA said the idea of a crop-based subscription is promising but requires work, including on definitions. They said that advance payment under single access, as proposed by GRULAC at the Working Group's last meeting, could help reach a compromise but should be voluntary.

Noting that commercialization would take 10–20 years, GRULAC explained that their proposal on advance payments aims to anticipate income at the time of field testing of a trait identified as commercially interesting and added that payment should be mandatory.

NORTH AMERICA, SOUTHWEST PACIFIC, GERMANY, and the SEED INDUSTRY supported the option of a crop-based subscription option to increase the attractiveness of the MLS to larger corporations. GRULAC, supported by CIVIL SOCIETY, reiterated their support for a subscription-only system based on the full company portfolio but suggested willingness to accept the crop-based subscription as a compromise if the single-access option is removed. NORTH AMERICA supported retaining the single-access option regardless. NORWAY and SWITZERLAND stressed the

need to clarify the modalities of a crop-based subscription and how it relates to the full subscription and the single-access option before considering it.

GERMANY emphasized the importance of single-access for public-private-partnerships working on germplasm evaluation and pointed to relevant textual proposals by the European seed industry.

CANADA underscored the existence of private collections, noting that the MLS is not the only source of PGRFA, and emphasized the need to make the system financially attractive to industry users and convince them of the value of MLS material. The SEED INDUSTRY warned that those advocating for a subscription-only system are "treading a dangerous path," noting large companies are very unlikely to subscribe and emphasizing the need to ensure growth potential for user-based income.

Drawing attention to industry's specific concerns about maize and soy, NORTH AMERICA and NORWAY noted the exclusion from subscription could be restricted to these two crops.

On Tuesday, the Co-Chairs presented a proposal for a **subscription system with two options: a full subscription** that covers all PGRFA available through the MLS and a **partial subscription** that excludes maize and soybean.

EUROPE stressed that singling out maize and soybean creates an unfair advantage for bigger companies and is region-specific. They proposed a partial subscription option that allows excluding any two crops. NORTH AMERICA cautioned against increasing the complexity of the options and noted that the maize and soybean suggestion is based on analysis of the seed market and submissions from industry.

AFRICA noted that the partial subscription proposal risks excluding 70% of the seed market share and advised against mentioning specific crops, as the seed landscape is prone to long-term changes. GRULAC stressed the need to discuss the rates for full and partial subscriptions before the region can agree on the proposal.

NORTH AMERICA noted the idea of a partial subscription can work in conjunction with having users make payments under single access for the species that were excluded from the subscription, thus at a higher rate.

The SEED INDUSTRY reiterated its preference for a crop-based subscription but recognized that a partial subscription excluding maize and soybean would help attract more subscribers and thus early payments. They acknowledged this "carve out" is aimed at accommodating a limited number of companies, underscoring that these are the ones with the largest sales.

Co-Chair Ryan proposed drafting bracketed text for the GB's consideration.

Withdrawal from Subscription: On Monday, Co-Chair Ryan drew attention to the SGLE's work and submissions on withdrawal from subscription. He noted the SGLE suggested: allowing the ex-subscriber to decide whether to destroy or return the MLS material they accessed; or requiring them to destroy it. EUROPE preferred not to prescribe destruction. Responding to AFRICA, the Secretariat noted the SGLE did not reflect on what would constitute evidence of destruction.

CGIAR noted that it makes little sense for former subscribers to be able to conserve and distribute the material but not be able to reuse it in the future. They suggested specifying that former subscribers can continue using MLS material under the terms of single access. NORTH AMERICA and EUROPE supported

the suggestion. EUROPE noted the need to draft language on withdrawal following a dispute settlement.

A small group was tasked with drafting language on the continued use of material under single access after withdrawal from the subscription and withdrawal after dispute settlement. With respect to the clauses that would continue to apply after withdrawal, parties agreed to mandate the SGLE to address the matter.

Material Incorporation Threshold under Single Access: On Monday, Co-Chair Ryan introduced the definition of a “trait of commercial value” and two agreed *ad ref* paragraphs of the draft revised SMTA that state that: obligations regarding the transfer of a PGRFA under development do not apply if it contains less than 12.5% by pedigree of the material accessed from the MLS and does not contain a trait of commercial value that was contributed by the material; and that no payment obligations under the single-access option are due when the product contains a genetic contribution of less than 6.25% by pedigree of the material and does not contain a trait of commercial value that was contributed by the material. He noted that the language used is meant to address the industry’s concerns regarding the possible “perpetual nature” of benefit-sharing obligations in future products when a material is used in a breeding line.

NORWAY, SOUTHWEST PACIFIC, GRULAC, AFRICA, and SWITZERLAND objected to the use of percentages of incorporated MLS material as a threshold for payment obligations. NORWAY, supported by SWITZERLAND and GRULAC, voiced concerns regarding the incompatibility of this solution with new breeding techniques and, with CIVIL SOCIETY, supported exploring alternative approaches like a maximum number of years for payment obligations. SWITZERLAND drew attention to a possible loophole when a product incorporates small percentages of several materials accessed under different SMTAs.

NORTH AMERICA, the EU, the REPUBLIC OF KOREA, JAPAN, and the SEED INDUSTRY opposed reopening agreed text, stressing the importance of making the MLS attractive to users and noting that the sentence “does not contain a trait of commercial value” acts as a failsafe. CGIAR proposed a small amendment specifying that the percentages are cumulative across all materials accessed from the MLS, while Co-Chair Ryan proposed adding a new paragraph to avoid changing agreed text. He asked parties to conduct informal discussions to find common ground.

Payment Rates: On Tuesday, Co-Chair Ryan summarized proposed rates, including those of the current SMTA, rates discussed in past Working Group sessions, and those recently proposed via submissions.

GRULAC proposed: under subscription, 0.5% of the annual sales of the PGRFA portfolio; under single access, when the commercialized product is available without restriction for further research and breeding, 2% of its annual sales; and under single access, when the product is not available without restriction for further research and breeding, 5% of its annual sales.

Noting it is important to “listen to those that would have to pay,” NORTH AMERICA proposed: under subscription, 0.01% of the annual sales of the PGRFA portfolio; under partial subscription, 0.02% of the respective portfolio; under single access, when the commercialized product is available without restriction, 0.077%; and under single access, when the final product is not available, 0.77%. The EU aligned with North America. JAPAN highlighted

that the 0.77% rate is that of the current SMTA but would become mandatory.

NORWAY and AFRICA proposed 0.1% under subscription, with AFRICA further suggesting 0.2% for partial subscription. The SEED INDUSTRY drew attention to their [declaration](#), signed by 40 companies, proposing a subscription rate of 0.007%.

CIVIL SOCIETY stressed the need to reach common understanding of the term “available without restriction,” which could be defined narrowly or broadly to include not only restrictions due to patents, but also technological restrictions and restrictions linked to plant breeders’ rights.

Reading of the Revised Draft: On Wednesday evening, Co-Chair Ryan presented an updated draft of the revised SMTA, integrating: language on a partial subscription option; the SGLE’s advice, including on withdrawal from the subscription; and the small-group proposal on handling material after termination of the SMTA as a result of dispute settlement.

On a paragraph requesting the recipient to make available all non-confidential information that results from research and development carried out on MLS material, disagreement remained on whether the recipient “shall” or “consider whether to” contribute towards non-monetary benefits and make the product available under the MLS. NORTH AMERICA and EUROPE, opposed by GRULAC, suggested reverting to the language of the current SMTA, “encouraging” the recipient to do so. Delegates also debated whether to explicitly include a reference to the “genetic parts” of the material in a paragraph regarding transfer of intellectual property rights (IPRs) and benefit-sharing obligations to a third party. NORTH AMERICA and EUROPE, opposed by GRULAC, preferred reverting to the current SMTA text that does not include the reference. Both paragraphs remained bracketed.

On the handling of MLS material after termination of the SMTA following dispute settlement, the Working Group agreed to the small group’s proposal, according to which the recipient may offer to return the material to the provider, transfer it to a genebank operating under the MLS, or decide to destroy it as a last resort.

On a paragraph outlining the provisions applying should the GB determine, in its review of the transitional phase, that there is not substantial progress in the enhancement of the MLS, NORTH AMERICA proposed that the benefit-sharing obligations for products available without restriction for further research and breeding revert to voluntary status. AFRICA, opposed by GRULAC, proposed moving the paragraph to the draft resolution. NORTH AMERICA supported retaining the paragraph in the SMTA, stressing that the recipient needs to be informed of the transitional phase. NORWAY suggested finalizing the relevant provisions in the draft resolution before considering what needs to be added to the SMTA. EUROPE proposed referring the matter to the SGLE. The paragraph remained in brackets.

Delegates then addressed a paragraph stating that contact details of subscribers, and excluded crops, if applicable, will be placed on a public register. EUROPE raised privacy-related concerns regarding subscribers’ details. The paragraph will be forwarded to the SGLE for advice.

On Thursday morning, discussions addressed the **terms and conditions of subscription** (SMTA Annex 2).

EUROPE, NORTH AMERICA, and GRULAC supported the SGLE’s suggestion that amendments of subscription terms, if not already accepted by the subscriber, will automatically start to apply

after 10 years. AFRICA emphasized the need to ensure consistency with the provisions on the transitional phase and related application of subscription terms in the draft resolution, which Co-Chair Ryan suggested the SGLE address.

On a paragraph requesting the subscriber to submit information on its product portfolio and the sales for which payments were made, stating that the information may be used for reporting on the aggregate income to the BSF, NORWAY and GRULAC, opposed by CANADA, suggested deleting reference to the “aggregate” income, stressing lack of transparency. They further suggested adding that contributions to the BSF cannot be declared as confidential information. MALAYSIA supported deleting the entire confidentiality clause. The issue will be forwarded to the GB.

On the handling of material after withdrawal from the subscription, the SGLE and the small group recommended language that will simplify the process by enabling subscribers to keep using the material under single-access on the basis of a new SMTA. In case the former subscriber chooses to transfer the material to the provider or to the MLS, delegates agreed to a proposal by EUROPE suggesting the subscriber provides evidence of such transfer. They also suggested seeking the SGLE’s advice on whether it is legally possible to simplify the process by avoiding the signing of a new SMTA.

The Working Group then addressed: the **registration form** of the subscription (SMTA Annex 3), bracketing new text on the nomination of excluded crops; and the **terms and conditions for single access** (SMTA Annex 4), bracketing new text on advance payments.

Delegates then addressed SGLE’s advice on **definitions** under the SMTA. They discussed the term “control” as part of the definition of “affiliate,” and decided to forward it to the SGLE for clarification.

On the definition of “commercialize,” EUROPE supported specifying that it means to “sell” rather than to “exchange” PGRFA. AFRICA suggested deleting the specification that commercialization shall not include any transfer of PGRFA under development. NORTH AMERICA and EUROPE opposed. Co-Chair Ryan noted that, as per the definition of the term, “PGRFA under development” means they are not yet ready for commercialization. AFRICA called for bracketing the reference.

On “sales,” Co-Chair Ryan invited views on two alternative definitions proposed by the SGLE. NORWAY, supported by AFRICA, emphasized the need to add a reference to income from commercialization by licensees, as in the current definition, noting this could be added to both options. Co-Chair Ryan suggested the rationale for removing the reference to licensees was that a recipient does not necessarily know the income of licensees. GRULAC and AFRICA preferred retaining the current definition. NORTH AMERICA favored the options put forward by the SGLE.

On “trait of commercial value,” NORWAY questioned the limitation to a trait that confers significant commercial value “for food and agriculture,” further noting that the definition is only needed if genetic thresholds are accepted. AFRICA and GRULAC, opposed by NORTH AMERICA, called for deleting the reference to “significant” commercial value, noting it lacks clarity. The definition was bracketed and forwarded to the SGLE.

On the definition of the public register for subscribers, EUROPE reiterated their concerns regarding user privacy and suggested forwarding the issue to the SGLE. SOUTHWEST PACIFIC highlighted the need to develop a policy on data management and

confidentiality. Delegates agreed to cross-reference the definition included in the terms and conditions of the subscription (SMTA Annex 2) and incorporate any SGLE recommendation there.

Following a proposal by GRULAC, a definition of “completion of initial research” was added in the list in brackets.

On Thursday, parties exchanged views on **partial subscription**. GRULAC cautioned that giving companies the opportunity to drop the two most profitable crops from the portfolio against which their subscription payment is calculated will reduce contributions to the BSF. They underscored that, if companies for which maize and soy represent 80% of sales exclude these from the subscription, then a 0.1% payment rate would only apply to the remaining 20% of their portfolio. They further questioned why to exclude two crops rather than one or four. AFRICA noted that having companies each exclude their two best-selling crops will result in a long list of exclusions on the users’ end. They further stressed that those opting for partial subscription should not be able to use the single-access option for the crops they choose to exclude from their subscription.

NORTH AMERICA considered that partial subscription would increase user-based income, noting that major companies that mainly rely on in-house collections are unlikely to use the full subscription to gain access to material that corresponds to only 20% of their sales if the subscription rate is calculated against their entire portfolio. They suggested these companies would be more likely to use the partial subscription, and that there may be some material for which they would be willing to pay the higher, single-access, product-specific rate. GRULAC underscored that payments under single access remain delayed and uncertain. JAPAN suggested that companies would be reluctant to make payments on products that are not derived from the use of MLS material, which disincentivizes subscription, and suggested that partial subscription would make it more attractive to them and increase upfront payments.

NORTH AMERICA cautioned that the reference to “crops” lacks clarity compared to a specific reference to maize and soybean, which are species with common names. SOUTHWEST PACIFIC suggested referring to “crop species.”

Co-Chair Ryan noted there is a divergence of views on whether partial subscription is beneficial or detrimental to the MLS enhancement and said the GB will reflect on whether the option will be included in the final package.

On Thursday afternoon, delegates addressed a paragraph proposed by AFRICA regarding requirements for **transfers of material between affiliates under single access**. EUROPE requested clarification on whether each affiliate must sign a separate SMTA. NORTH AMERICA proposed that “the recipient shall ensure its affiliates are notified of their SMTA obligations.” AFRICA questioned whether the Third Party Beneficiary must also be informed. Delegates agreed to keep the suggestions in brackets and forward the question of notification of the Third Party Beneficiary to the SGLE.

On Thursday evening, Co-Chair Ryan reported on small group discussions and highlighted there is a narrowing of the spectrum of suggested **rates** and constructive discussions on **thresholds**, noting suggested figures will be included in the draft text and meeting report. He emphasized there are different approaches to define these figures, with some starting from a desired target for user-based income and deducing what it would take to reach it, while others focus on estimating what could be collected through various combinations of rates.

Amendment of Annex I

The item refers to a possible expansion of the list of crops available through the MLS, listed in Annex I, which would require amending the Treaty.

On Tuesday, Co-Chair Ryan provided an overview of submissions received ahead of WG 14 and noted the package of measures suggests expansion to all *ex situ* PGRFA in the management and control of parties and in the public domain, with a safeguard related to national exclusions of specific PGRFA.

EUROPE, NORTH AMERICA, and JAPAN expressed support for full expansion with exclusions as safeguards. NORTH AMERICA and EUROPE stressed that declarations of exclusion should not exempt material currently in Annex I.

ASIAN DEVELOPING COUNTRIES expressed their reservation regarding expansion, prioritizing establishing a comprehensive PGRFA inventory and strengthening capacities on the Treaty mechanisms. GRULAC stressed that expansion depends on agreement on the payment structure, rates, and benefit-sharing related to DSI/GSD. The NEAR EAST and AFRICA supported gradual expansion through positive lists of PGRFA. AFRICA and GRULAC pointed to difficulties regarding coordination between national authorities implementing the CBD's Nagoya Protocol on ABS and the Treaty. EUROPE highlighted that many instruments exist that can support national decision-making and implementation efforts towards expansion.

FARMERS' ORGANIZATIONS noted that a decision to expand the Annex would be unwise in light of the state of discussion on rates, and suggested expansion based on positive lists and after addressing DSI/GSD. CIVIL SOCIETY stressed the need to make the MLS a trustworthy platform for those sharing their resources from a food-, seed-, and data-sovereignty point of view to ensure responsible innovation, adding that expansion is not only a North-South issue but also a public-private one.

On Thursday, the Working Group addressed a Co-Chairs' proposal for a section on the amendment in the draft **resolution**, which:

- notes that the amendment is limited to PGRFA in *ex situ* collections, in the management and control of parties and in the public domain;
- encourages parties to implement the Amended Annex I by regularly providing a list of PGRFA that is available in the MLS;
- recalls that, determining what material a party adds is a matter of national sovereignty; and
- notes that individual parties' decision whether to include species in the MLS shall not affect the rights and obligations of other parties related to these species, nor those of the international institutions that have concluded an agreement with the GB under ITPGRFA Article 15.

NORTH AMERICA drew attention to the possible use of the FAO's World Information and Early Warning System on PGRFA for the reporting of national lists of PGRFA. ASIAN DEVELOPING COUNTRIES reiterated that full expansion of Annex I must be preceded by a fully functional MLS and, with GRULAC, expressed reservations regarding text stating that a party's decision on whether to include species in the MLS shall not affect the rights and obligations of other parties or of international institutions.

On Friday afternoon, delegates addressed three paragraphs to be inserted after the list of PGRFA in **Annex I**, which note that: the MLS shall cover all other PGRFA that are under the management

and control of parties and in the public domain in *ex situ* collections; a party may exceptionally declare exemptions regarding a limited number of species native to its territory at the time of ratification; and GB 14 may decide that parties may declare additional exemptions within a specified time period.

GRULAC, supported by ASIAN DEVELOPING COUNTRIES and AFRICA, reiterated that expansion of Annex I is contingent upon agreement on the payment structure and rates. Pending such agreement, GRULAC made text proposals to ensure language is less restrictive for parties contributing PGRFA to the MLS, including: reference to "a significant number of," rather than "all" PGRFA; and deletion of references to the "exceptional" character of declarations of exemptions and their "limited" number of species. AFRICA proposed stating that national lists of PGRFA will be provided periodically. NORTH AMERICA, with EUROPE, noted that declarations of exemptions should not refer to the food crops and forages already listed in Annex I. All text proposals were forwarded to the Secretariat for inclusion in the report of the meeting, and the entire text was bracketed for the GB's consideration.

Draft Resolution

The GB is expected to adopt a resolution on the enhancement of the MLS, which will include sections on: the revised SMTA; amendment of Annex I; DSI/GSD; and implementation and review of the enhanced MLS.

Deliberations were initially based on the negotiating document resulting from WG 13 ([IT/OWG-EFMLS-14/25/5](#)) and then on a revised negotiating text circulated to the Working Group participants on Thursday.

On Tuesday, Co-Chair Ryan drew attention to the SGLE's advice that **direct use** of MLS material as a product is compatible with the Treaty.

GRULAC noted the Working Group's mandate does not cover the issue and urged focus on the package of measures. EUROPE suggested that the Co-Chairs draft language on the basis of the SGLE's advice. Highlighting their interest in the topic, SOUTHWEST PACIFIC said the SGLE's report made clear that direct use poses no legal concerns and recommended communicating this understanding rather than integrating it in the text.

The Working Group then reviewed other amendments in the resolution proposed by the SGLE in its "**legal scrub**." GRULAC opposed, among others: a paragraph on the definition of "Product" related to direct use; and deletion of a reference to the disclosure requirement for patent applications in a paragraph on the World Intellectual Property Organization (WIPO) Treaty on Intellectual Property, Genetic Resources, and Associated Traditional Knowledge. On the amendment of Annex I, GRULAC proposed retaining the reference to a possible decision enabling parties to declare, within a specified period of time, additional species that they will not make available. Co-Chair Ryan noted the SGLE suggested this may be better addressed in the resolution.

On Wednesday, Co-Chair Ryan presented the section on the **implementation and review** of the enhanced MLS and drew attention to the overview of options available to recipients under the revised SMTA, which describes the timeline between the entry into effect of the revised SMTA in 2026 and the entry into force of the amendment of Annex I. The text provides that the GB reviews the enhanced MLS in 2031 and lays out four review criteria: the

number of ratifications reached; the amount of user-based income and voluntary contributions flowing to the BSF; the number of subscribers; and the availability of material within the MLS.

Co-Chair Ryan drew attention to the advice by the SGLE, and noted that party submissions received before WG 14 suggested that reaching 100 ratifications by 2031 is too ambitious.

AFRICA, supported by EUROPE, stressed their difficulty discussing implementation without first reaching a broad agreement on the package of measures. Noting that the high number of ratifications is required by the Treaty, NORTH AMERICA said that the review should also address the availability of the material flowing into the MLS.

Delegates debated a paragraph outlining elements to consider in case of lack of ratifications. EUROPE opposed framing the text solely on ratifications and suggested using all four review criteria. AFRICA proposed deleting the paragraph and replacing it with language on fostering national ratification processes. EUROPE and ASIA opposed, underscoring the importance of outlining fallback provisions.

GRULAC supported the SGLE's recommendation to better outline the possibility of extending the transitional period and the different actions to take should the period not be extended.

Regarding the draft resolution's section on the **amendment of Annex I**, CIVIL SOCIETY proposed highlighting not only that facilitated access is an incentive for subscription, but also that the subscription is an incentive for promoting facilitated access. They further suggested requesting the Secretariat to provide information on how material is used and what types of non-monetary benefits are arising, noting the value of such information for farmers and national authorities.

On Thursday evening, parties reflected on a **revised draft resolution**. They agreed to remove two paragraphs aimed at addressing the issue of **direct use**, noting the progress in this regard should be captured in the Working Group reports to the GB.

GRULAC suggested payments under the subscription option will be calculated based on the PGRFA listed in the current Annex I "until the amendment of Annex I enters into force."

On a paragraph recognizing the importance of the MLS to enable access to PGRFA to a wide range of users, in particular family farmers, Indigenous Peoples, small plant breeding companies, and public institutions, BRAZIL suggested referring to "Indigenous Peoples and local communities." NORTH AMERICA objected and suggested adding a comma between the two terms. BRAZIL proposed referring to "Indigenous and local communities" instead, which NORTH AMERICA supported.

NORWAY, supported by GRULAC, called for recognizing that the revised SMTA "will not limit" rather than "is not intended to limit" the rights of farmers to save, use, exchange, and sell farm-saved seed/propagating material. SWITZERLAND, NORTH AMERICA, and the REPUBLIC OF KOREA objected. GRULAC suggested using the Treaty language to recognize that the SMTA "shall not be interpreted to limit the farmers' rights." NORTH AMERICA and the REPUBLIC OF KOREA objected, and the changes were kept in brackets.

On a paragraph that recalls Treaty Article 12.3(d), which provides that recipients shall not claim any intellectual property or other rights that limit the facilitated access to PGRFA, or their genetic parts or components, in the form received from the MLS, ASIAN DEVELOPING COUNTRIES, supported by GRULAC but opposed

by EUROPE and NORTH AMERICA, suggested extending the application of the provision *mutatis mutandis* to the DSI/GSD derived from PGRFA or any parts thereof. The proposal was added in brackets.

On a paragraph related to the WIPO Treaty on Intellectual Property, Genetic Resources, and Associated Traditional Knowledge, NORTH AMERICA called for noting "the adoption of" the Treaty rather than the Treaty itself. As a compromise proposal, GRULAC called for "welcoming" the adoption, which NORTH AMERICA opposed. NORTH AMERICA further called for deleting the statement that a patent applicant may have to disclose the MLS as the source of a genetic resource under the WIPO Treaty.

Noting that parties are supposed to use SMTAs, NORWAY questioned the appropriateness of "inviting" parties to provide facilitated access to PGRFA pursuant to the revised SMTA both to recipients based in their territories and recipients based in other countries. The US argued against the interpretation that there is an obligation to use the SMTA domestically.

GRULAC described a specification that the BSF should not support projects related to excluded species in the parties that have excluded these as "punitive," with AFRICA considering it "coercive." They suggested that the BSF should give priority to projects in parties that provide access to more PGRFA or express a willingness to do so but face capacity or resource constraints. EUROPE, SOUTHWEST PACIFIC, NORTH AMERICA, and ASIAN DEVELOPED COUNTRIES opposed, cautioning that this changes the meaning of the provision and does not align with how the BSF operates. The Secretariat clarified the BSF's modalities insofar as single-species projects have to be part of the MLS, and when projects are addressing multiple species, the majority of these should be in the MLS. GRULAC, supported by ASIAN DEVELOPING COUNTRIES and AFRICA, emphasized that the expansion of Annex I calls for changing the BSF's modalities and called for bracketing the relevant sentence.

GRULAC, supported by AFRICA, opposed a request for parties to "state clear reasons" when making a declaration of exclusion, underscoring this infringes upon their sovereignty. EUROPE suggested inviting them to state reasons. The paragraph was bracketed.

GRULAC called for deleting a paragraph encouraging parties to provide access according to the terms and provisions of the MLS to PGRFA in *in situ* conditions. NORTH AMERICA opposed and the paragraph was bracketed.

The Working Group returned to the matter of **implementation and review** on Friday afternoon. On what to take into account during the review, NORWAY, supported by GRULAC, called for: considering the number of SMTAs signed and accessions distributed; and bracketing the reference to the type of subscription users choose, noting there is no agreement yet on partial subscription.

NORWAY called for specifying that the GB "extends" rather than "may extend" the review period should it consider that the implementation of the enhancement package is making substantial progress.

On a paragraph outlining actions if the transitional period is not extended, NORWAY suggested the GB "considers" rather than "takes" these actions. The EU urged reflecting that payments under single access without restriction for further research and breeding would revert to being voluntary.

SWITZERLAND cautioned against losing the improvements to the SMTA achieved in the context of the enhancement process and suggested that subscribers have the option to: voluntarily continue their subscription; or move to single access under the revised SMTA, rather than the original SMTA. AFRICA emphasized that the GB could consider other measures, such as adjusting the payment structure and rates.

DSI/GSD

DSI/GSD refers to the information content of PGRFA, which is increasingly used in research and development. The matter of benefit-sharing from DSI/GSD on genetic resources remains a contentious issue in the negotiations.

The issue was addressed first in the Working Group and then in a small group throughout the week.

On Tuesday, Co-Chair Ryan invited views on expectations for benefit-sharing related to DSI/GSD. NORTH AMERICA, supported by ASIAN DEVELOPED COUNTRIES, suggested that benefit-sharing payments under both the subscription and single access options should be considered to account for everything used in PGRFA development, including DSI/GSD, and to meet benefit-sharing expectations under all other ABS mechanisms.

CIVIL SOCIETY emphasized that countries have found a way to address DSI/GSD in legal texts, such as in the Agreement under the UN Convention on the Law of the Sea on the Conservation and Sustainable Use of Marine Biological Diversity of Areas beyond National Jurisdiction (BBNJ Agreement), and suggested taking inspiration from the WHO Pandemic Agreement that refers to “sequence information.” They cautioned that databases need to guarantee open access for all parties and researchers, underscoring that existing databases that are not multilaterally governed are “subject to the whims of their hosts.” They further noted that the Working Group and Treaty do not have the mandate to exempt users from payments under other mechanisms, noting DSI/GSD may be addressed in national legislation.

ASIAN DEVELOPING COUNTRIES called for an operational definition of DSI/GSD, emphasized the need for benefit-sharing from its use, and advocated for clear guidelines and tracking tools to verify when and how DSI/GSD falls under the MLS, including through reporting requirements. AFRICA echoed the need to ensure traceability and benefit-sharing from DSI/GSD. NEAR EAST underscored the importance of benefit-sharing from DSI/GSD and the need for capacity building and technology transfer. FARMERS’ ORGANIZATIONS urged attention to how patents on DSI/GSD may restrict access, emphasizing conformity with Treaty Article 12.3(d) (no claiming of IPRs to PGRFA or their genetic parts or components in the form received from the MLS).

SOUTHWEST PACIFIC voiced their preference for including language on DSI/GSD in the SMTA and cautioned that non-monetary benefits arising from the use of DSI/GSD are often superficial and used as tokens. ASIAN DEVELOPED COUNTRIES opposed mentioning DSI/GSD in the SMTA noting a lack of definition.

The REPUBLIC OF KOREA claimed that the CBD and the Treaty recognize sovereign rights on natural resources but not on DSI/GSD on genetic resources. GRULAC, opposed by NORTH AMERICA, suggested that DSI/GSD is part of PGRFA and as such covered by the Treaty, and drew attention to the development of national legislation in the region to tackle benefit-sharing from

DSI/GSD. They reiterated that subscription is the only option that provides a way forward on this matter.

FARMERS’ ORGANIZATIONS suggested the Secretariat invite submissions to collect more information on the development of national measures on DSI/GSD.

A small group with two representatives from each region was tasked to find a common approach to how DSI/GSD can be addressed.

On Thursday evening, the small group reported on its discussions, suggesting streamlining the paragraphs in the draft resolution and emphasizing the group arrived at two alternative options for a preambular paragraph in the SMTA.

On Friday afternoon, Co-Chair Ryan invited views on the draft text proposed by the small group.

GRULAC called for affirming the importance of accountability of databases sharing DSI/GSD on PGRFA under the Treaty. NORTH AMERICA called for bracketing the addition, noting that the meaning of “accountability” is unclear and that such databases are outside the Treaty’s control.

On a paragraph encouraging users of the MLS to make DSI/GSD available and to identify the MLS as a source, NORTH AMERICA suggested encouraging the identification of the “PGRFA provider” as a source. Co-Chair Ryan acknowledged the group had discussed emphasizing that the MLS consists of a number of national and international genebanks that are providers of PGRFA.

GRULAC suggested to “request” rather than “invite” entities operating databases that make DSI/GSD on PGRFA publicly available to offer a possibility to those submitting such data to identify the MLS as the source of such genetic resources from which the DSI/GSD was derived.

On a paragraph noting the expectations for benefit-sharing from the use of DSI/GSD on PGRFA, GRULAC proposed specifying benefit-sharing as “monetary and non-monetary.” NORTH AMERICA suggested willingness to accept the addition with an additional specification that it applies to DSI/GSD “associated with material in the MLS.” Both additions remain in brackets.

In an invitation for parties to support capacity building in the access to and generation and use of DSI/GSD, GRULAC proposed emphasizing “especially developed-country parties.” NORTH AMERICA preferred mentioning “parties in a position to do so.” Both suggestions remain in brackets.

On a paragraph acknowledging that benefit-sharing payments under the subscription address expectations for monetary benefit-sharing from the use of DSI/GSD, NORTH AMERICA proposed adding that the same applies for the single-access option. GRULAC asked for the entire paragraph to be put in brackets.

On a paragraph affirming that the MLS will continue to be implemented in a mutually supportive manner with other relevant international instruments, including on DSI/GSD, NORTH AMERICA suggested specifying this also be done “in a non-duplicative manner,” while GRULAC emphasized it be “subject to national legislation.” Both additions remain in brackets.

AFRICA suggested adding a paragraph to request the Secretary to develop a portal within the Global Information System for sharing DSI/GSD from PGRFA coming from the MLS and related protocols.

Closing Plenary

On Friday afternoon, Co-Chair Ryan invited interventions by participants, noting that much of the negotiations were open only to parties.

FARMERS' ORGANIZATIONS stressed that, despite several references to national sovereignty, the draft package allows the privatization of MLS material by failing to regulate access to its digital derivatives. They called on parties to close these loopholes at the national level.

The SEED INDUSTRY signaled concern over distrust and lack of understanding of how their sector operates. CIVIL SOCIETY highlighted the need to clarify what accountability, transparency, and open access mean, and invited parties to speak to stakeholders to build a common understanding.

ECUADOR noted that the small group discussions on rates increased trust. They said that regions' positions are now closer to one another and stressed the need for regional consultations and deliberations with stakeholders before GB 11.

Co-Chair Ryan outlined the next steps leading to GB 11. He suggested, and delegates agreed, to: reconvene the SGLE for a legal assessment of the package of measures; hold regional consultations; and mandate the Co-Chairs to continue discussions with regions and stakeholders to improve coherence and move towards agreement of the package.

Adoption of the Report: On Friday evening, the Working Group reviewed the meeting's report. Following proposals by EUROPE and NORTH AMERICA, delegates agreed that the Co-Chairs will continue consultations with regions and stakeholders, including exploring the potential use of certificates that reflect payments to the BSF as an element to support MLS enhancement. ASIA proposed inviting submissions on national measures on DSI/GSD, which was not accepted.

GRULAC suggested the Co-Chairs prepare a summary of their informal exchange with the private sector at the World Seed Congress.

NORWAY suggested, and the Working Group agreed, to highlight that, during an informal meeting held at the margins of WG 13, the Working Group had the opportunity to listen to a CGIAR presentation on the "[patent landscape on inventions based on PGRFA and related DSI/GSD](#)," and that the Working Group considered the relevance of including a disclosure requirement in patent applications in its deliberations on the revised SMTA.

GRULAC suggested noting that draft text for addressing DSI/GSD was discussed in relation to several paragraphs of the revised SMTA, with NORTH AMERICA proposing, and delegates agreeing, to specify that consensus was not reached.

In a paragraph on working towards the expansion of Annex I to cover all PGRFA, GRULAC requested to state that the Working Group also agreed to continue work on increasing user-based income to the BSF in a sustainable and predictable long-term manner. EUROPE proposed to specify that "all PGRFA" refers to PGRFA in *ex situ* collections and under the management and control of parties and in the public domain.

Following a lengthy discussion, the Working Group agreed to state that agreement on the expansion of Annex I depends on consensus on the entire package, but especially the payment structure and rates, with different views remaining on the text to be adopted, including on providing flexibility with regard to PGRFA coverage and the modalities for exclusion or inclusion.

On a paragraph regarding the payment structure and rates, delegates agreed, after extensive deliberations, that the Working Group strongly supported the subscription option, while also considering the partial subscription and single-access options, with the latter strongly supported by some members. They also noted that the Working Group considered that the subscription option may meet the expectations of monetary benefits from DSI/GSD from PGRFA and reflected on the possible effects of combining the options.

Reflecting discussions in the small group, the Working Group noted that the proposed subscription rates mentioned in the report do not specify if they refer to material available without restriction or not.

On direct use, after considerable discussion, delegates noted that addressing this matter has the potential to contribute to the enhancement of the MLS but, in light of the SGLE's advice, they decided that no further action was required.

EUROPE expressed appreciation to the Co-Chairs for their guidance and dedication throughout the process. Co-Chair Archak drew attention to the "arduous task" of building trust among all Working Group participants, with Co-Chair Ryan adding that it has been a true learning experience. GRULAC shared that the region is looking forward to hosting GB 11 in November 2025. ITPGRFA Secretary Nnadozie expressed optimism that the GB will achieve a positive outcome.

The meeting closed on Saturday morning at 12:36 am.

A Brief Analysis of the Meeting

Over the past 30 years, the global seed market has quadrupled in value. The explosion in agricultural innovation was made possible by farmers, who have been conserving and developing crop biodiversity for millennia. Farmers' innovation has been freely available, forming the basis of modern agriculture. Nowadays, companies frequently limit access to crop innovation through intellectual property rights (IPRs).

The International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA) and its Multilateral System (MLS) were conceived with two pillars: to provide facilitated access to a list of crops considered vital for food security (Annex I of the Treaty), therefore assisting agricultural innovation, and to promote the fair and equitable sharing of the benefits arising out of the use of plant genetic resources for food and agriculture (PGRFA) with farmers, especially in developing countries.

Within years, millions of samples of PGRFA had been transferred under the MLS, underscoring the effectiveness of the mechanism's facilitated access component. The benefit-sharing part of the MLS, however, did not live up to expectations: virtually no monetary contributions from companies accessing PGRFA in the MLS is flowing into the Treaty's Benefit-sharing Fund (BSF).

In 2013, parties to the Treaty initiated efforts to enhance the functioning of the MLS and increase user-based payments and contributions to the BSF. On top of revising the benefit-sharing terms of the Standard Material Transfer Agreement (SMTA), the contract used for access to MLS material, they began discussing an expansion of the crops covered by the MLS, based on the premise that adding commercially valuable crops would attract more users and thus increase income.

This brief analysis will reflect on progress made at the 14th meeting of the Working Group (WG 14), and shed light on what remains to be achieved at the upcoming eleventh session of the Governing Body (GB 11) in November 2025, which is expected to conclude the negotiation process and adopt a package of measures aiming to enhance the MLS.

Where We Stand

I'm filled with a desire for clarity and meaning within a world and condition that offers neither — Albert Camus, The Myth of Sisyphus

The complexity of the deliberations has proven to be extraordinary, involving a tightly interwoven web of legal, institutional, economic, and market considerations. The user-based income accumulated since the Fund's inception in 2009 totals a mere USD 824,680, meaning slightly more than USD 51,000 on average per year. This stands in stark contrast with the global seed market, whose value is expected to reach USD 100 billion per year by 2030.

In addition, the access and benefit-sharing (ABS) landscape has greatly expanded over the last few years, increasing expectations. For a long time, the Treaty provided a unique example of a multilateral ABS mechanism. However, multilateral ABS mechanisms have now been agreed under the World Health Organization in relation to pathogens with pandemic potential and under the BBNJ Agreement.

Most importantly, the Convention on Biological Diversity (CBD) has established a global multilateral mechanism for benefit-sharing from the use of digital sequence information / genetic sequence data (DSI/GSD) on genetic resources. This mechanism complements the well-established CBD Nagoya Protocol on ABS and the network of national laws and policies developed for its implementation. In this context, the Treaty needs not only to ensure coherence and mutual supportiveness with the CBD, but also to reassure parties that it remains the best-suited space for the regulation of food and agriculture. Equally difficult to navigate are links to the IPR system, in particular plant breeder rights under the International Convention for the Protection of New Varieties of Plants (UPOV Convention) and patents under national patent systems.

Finally, the SMTA is a legally-binding private contract, so it needs to be precise and justiciable. This reduces the space for “creative ambiguity” that has helped governments reach consensus in other processes.

The Uphill Struggle to Find Common Ground

There are truths but no truth — Albert Camus, The Myth of Sisyphus

Despite twelve years of negotiations, there are still deep divergences. Since the start, parties have been divided on what the most effective payment structure may be. Many prefer creating a subscription-only system with payment due upon registration at a rate calculated against the recipients' entire sales portfolio. Some wish to maintain an alternative, single-access option along the lines of the benefit-sharing requirements under the current SMTA, with payments due upon product commercialization. The divide largely stems from differing views on the main priority of the enhancement process: improving the level and predictability of monetary flows or enhancing the system's appeal to a wider range of users.

A third possible option for a “partial subscription” took center stage at WG 14. The idea is that users can identify up to two crop species to exclude from their subscription. While this means

they will not be able to access relevant MLS material under the subscription terms, their sales of these crops would also be excluded from the portfolio against which the payment rate for the subscription is calculated. Proponents of this option claim that it will increase user-based income, as major companies with in-house collections are unlikely to use the full subscription to gain access to material that corresponds to a fraction of their total sales if they have to make payments based on their entire portfolio. Opponents argue that allowing companies to exclude the two most profitable crops—in most cases maize and soybean—from the subscription will greatly reduce income flowing to the BSF.

But the payment structure is only one piece of the monetary benefit-sharing puzzle. An important moment of WG 14 was the discussion of payment rates. Many, especially developing countries, approach the problem by setting expectations for the total user-based income and then deducing the payment rates needed to achieve this target. Others, wishing again to make the system attractive to users, work from the ground up to identify acceptable rates, maintaining that a broad user base maximizes the benefits flowing into the BSF. This ultimately led to proposals of vastly different rates. While work in a small group admittedly resulted in some convergence, the lowest proposed rate for full subscription remains at 0.015% of the annual sales of their entire PGRFA portfolio and the highest at 0.15%.

To put the numbers in context, as one observer did, even in the ideal but unrealistic scenario where all countries join the Treaty and all companies use a subscription to access MLS material, 0.015% of the current global seed sales would translate into only USD 10 million per year. This figure would then be divided to support projects among more than 100 biodiversity-rich developing countries and their farming communities. In reality, with some major markets not part of the Treaty and big corporations reluctant to join, especially under the full subscription option, the total sum is expected to be a small fraction of that amount.

With agreement still elusive on the income-generating side, provider countries emphasized safeguards around the expansion of the list of crops available under the MLS. While the possibility for parties to exempt certain species at the time of ratification is largely a given, they argued for submitting exemptions over an extended period of time. Some also called for gradual implementation of the expansion, by submitting lists of species for inclusion in the MLS. Countries with capacity constraints emphasized the importance of support for the management of *ex situ* collections, underscoring this is key both to creating accurate inventories of their PGRFA and facilitating their inclusion in the MLS. Others are interested in maintaining the advantage of bilateral benefit-sharing arrangements for certain crops of national or strategic importance under the Nagoya Protocol and their national laws.

As agreement on the package of measures rests on interlinked promises and compromises, a review process will check whether progress matches expectations. An obvious target is that the Treaty amendment needs to enter into force; for this, 100 ratifications are required. Many argued that the success or failure of the enhancement process should be judged by a range of additional elements: the amount of user-based income and voluntary contributions accruing to the BSF; the number of subscribers and which payment options they choose; and the availability of, and access provided to, MLS

material. While the review was initially planned for GB 14 in 2031, the acknowledgment of the huge task ahead, including the need for ratification, led delegates to envision postponing it.

Looking Towards the Top of the Hill

One must imagine Sisyphus happy — Albert Camus, The Myth of Sisyphus

With only a few months left until GB 11 in November, the objective of this last WG meeting was to advance technical discussions and clean up text as much as possible, in preparation for political decisions at GB 11. In this regard, the WG made progress. Intersessional work is now of paramount importance. Regional and interregional consultations are expected to take place, aiming to consolidate positions, including with parties that have not participated in WG deliberations, and create scope for compromise on issues such as payment rates and benefit-sharing from DSI/GSD. The Standing Group of Legal Experts will provide advice on a series of outstanding questions. Many have also invested in the guidance of the host country Peru, a biodiversity-rich developing country, and the GB Chair, Alwin Kopse (Switzerland). This leadership team, they argue, is ideal for an outcome that is true to the Treaty's objectives.

By the end of the meeting, the need for closure was palpable among delegates and observers. As a seasoned participant put it, "We need to prove to ourselves and to everybody else that this long process was not for naught."

Upcoming Meetings

Ramsar COP 15: Delegates at the Conference of the Contracting Parties will address calls to align the Ramsar Convention on Wetlands' work more closely with the climate and biodiversity agendas, revisit a COP 14 proposal to delist Ramsar sites in disputed territories, review an assessment of the impacts of war on Ukraine's wetlands, and consider the draft fifth strategic plan, among other items. **dates:** 23-31 July 2025 **location:** Victoria Falls, Zimbabwe **www:** ramsar.org/meeting/15th-meeting-conference-contracting-parties

Second Meeting of the BBNJ PrepCom: The second meeting of the Preparatory Commission for the Entry into Force of the Agreement under the UN Convention on the Law of the Sea on the Conservation and Sustainable Use of Marine Biological Diversity of Areas beyond National Jurisdiction and the Convening of COP I will continue its work on the cluster of issues agreed by the organizational session and discussions at its first meeting. **dates:** 18-29 August 2025 **location:** UN Headquarters, New York **www:** un.org/bbnjagreement

Second Meeting of the WHO Intergovernmental Working Group: The second meeting of the Working Group will start negotiations on the Pandemic Agreement's Pathogen Access and Benefit-sharing System. **dates:** 15-19 September 2025 **location:** Geneva, Switzerland **www:** apps.who.int/gb/IGWG/

Fifth World Congress of Biosphere Reserves: The meeting is expected to attract more than 2000 participants, who will gather to shape the future of UNESCO's 750+ biosphere reserves across 136 countries. Discussions will focus on the World Network of Biosphere Reserves' contributions to the global biodiversity and sustainable development agendas. **dates:** 22-26 September 2025 **location:** Hangzhou, China **www:** biosphere2025.org.cn

IUCN World Conservation Congress: Held once every four years, the World Conservation Congress brings together several thousand delegates from government, civil society, Indigenous Peoples, business, and academia with the goal of conserving the environment and harnessing the solutions nature offers to global challenges. **dates:** 9-15 October 2025 **location:** Abu Dhabi, United Arab Emirates **www:** iucncongress2025.org

CBD SBSTTA 27: The 27th meeting of the CBD Subsidiary Body on Scientific, Technical, and Technological Advice will address matters of relevance to the implementation of the Convention and the Kunming-Montreal Global Biodiversity Framework. **dates:** 20-24 October 2025 **location:** Panama City, Panama **www:** cbd.int/meetings/SBSTTA-27

CBD SB8(j) 1: Held back-to-back with SBSTTA 27, the first meeting of the Convention's new Subsidiary Body on Article 8(j) will address matters related to Indigenous Peoples and local communities. **dates:** 27-30 October 2025 **location:** Panama City, Panama **www:** cbd.int/meetings/SB8J-01

ITPGRFA GB 11: The eleventh meeting of the ITPGRFA Governing Body is expected to conclude the revision of the Treaty's Multilateral System of ABS and address a series of other items, including farmers' rights. **dates:** 24-29 November 2025 **location:** Lima, Peru **www:** fao.org/plant-treaty

For additional upcoming events, see sdg.iisd.org

Glossary

ABS	Access and Benefit-sharing
BBNJ	Marine biodiversity of areas beyond national jurisdiction
BSF	Benefit-sharing Fund
CBD	Convention on Biological Diversity
DSI	Digital Sequence Information
FAO	Food and Agriculture Organization of the United Nations
GB	Governing Body
GRULAC	Latin American and Caribbean Group
GSD	Genetic Sequence Data
IPRs	Intellectual property rights
ITPGRFA	International Treaty on Plant Genetic Resources for Food and Agriculture
MLS	Multilateral System
PGRFA	Plant Genetic Resources for Food and Agriculture
SGLE	Standing Group of Legal Experts
SMTA	Standard Material Transfer Agreement
WHO	World Health Organization
WIPO	World Intellectual Property Organization