



NEGOTIATIONS ON THE INTERNATIONAL TREATY ON PLANT GENETIC RESOURCES FOR FOOD AND AGRICULTURE: 30 OCTOBER – 3 NOVEMBER 2001

Negotiations on the International Treaty on Plant Genetic Resources for Food and Agriculture (formerly the International Undertaking) were held from 30 October to 3 November 2001, at the headquarters of the UN Food and Agriculture Organization (FAO) in Rome, Italy. The FAO Council, and an Open-ended Working Group convened under its auspices, met from 30 October to 1 November 2001, to resolve outstanding issues following the agreement's adoption by the sixth extraordinary session of the Commission on Genetic Resources for Food and Agriculture (CGRFA-Ex6) held in June 2001.

The key outstanding issues included: the treaty's relationship with other international agreements; definitions of plant genetic resources for food and agriculture (PGRFA) and genetic material; the application of intellectual property rights (IPR) to PGRFA covered by the agreement; and expansion of the list of crops included in Annex I (List of Crops). The negotiations also addressed unresolved text on financial resources and subsidies, decision-making by the Governing Body and the resolution on the treaty's adoption and interim arrangements. On Saturday, 3 November 2001, the draft treaty was submitted to the FAO Conference, where it was adopted by a vote of 116 in favor, zero against and two abstentions.

The International Treaty on Plant Genetic Resources for Food and Agriculture establishes a Multilateral System (MS) for facilitated access to a specified list of PGRFA, balanced by benefit-sharing in the areas of information exchange, technology transfer, capacity building and commercial benefit-sharing. Its objectives are the conservation and sustainable use of PGRFA and equitable benefit-sharing for sustainable agriculture and food security. The treaty also contains sections on general provisions, Farmers' Rights, supporting components, and financial and institutional provisions. The list of crops in Annex I includes 35 crop genera and 29 forage species. The treaty also recognizes the need for close links with the FAO and the Convention on Biological Diversity (CBD).

A BRIEF HISTORY OF THE PROCESS

The FAO established the intergovernmental 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 International 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

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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 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 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 arrangements. 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 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. Tentative 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 (TRIPS).



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 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 the international agricultural research centers under the Consultative Group on International Agricultural Research (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. 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 recalled the request of the 119th FAO Council to submit the completed text to the 31st FAO Conference in November 2001, and 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 CGRFA-Ex6 with the agreement of 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.

SIXTH EXTRAORDINARY SESSION OF THE CGRFA:

CGRFA-Ex6 (Rome, June-July 2001) met to conclude negotiations on the IU. Agreement was reached on many outstanding issues, including coverage of the MS, access and benefit-sharing, *ex situ* PGRFA held by the international agricultural research centers (IARCs) of the 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 session adopted the text, transmitting the IU and outstanding issues to the FAO Council for resolution, and also mandated the FAO Director-General to collaborate with the IARCs in reviewing their Material Transfer Agreements (MTAs) on plant germplasm placement to ensure conformity with the IU provisions.

REPORT OF THE NEGOTIATIONS

Independent FAO Council Chair Sjarifudin Baharsjah opened the Council's 121st Session on Tuesday, 30 October 2001. Under discussion on constitutional and legal matters, the Chair of the Committee on Constitutional and Legal Matters (CCLM), Moussa Bocar Ly (Senegal), presented the work of the CCLM's 72nd Session (CL 121/5), which met from 8-10 October 2001, and addressed, *inter alia*, the provisions of the treaty. Council Chair Baharsjah proposed establishing an Open-ended Working Group to conclude the negotiations on the treaty, for adoption by the FAO Conference. The US, commenting on the Working Group's terms of reference, requested the opportunity to introduce new text in certain areas. The Council agreed to establish the Working Group with Amb. Gerbasi as its Chair.

The Working Group convened in the afternoon. Chair Gerbasi noted that the text approved by CGRFA-Ex6 had been forwarded to the CCLM, which declared that it was in accord with FAO Article XIV and proposed minor modifications, contained in document CL 121/5. He then presented a revised draft, entitled "The International Treaty on Plant Genetic Resources for Food and Agriculture," incorporating discussions from a Friends of the Chair meeting, which was held on 25, 26 and 29 October, using the report of CGRFA-Ex6 (CGRFA-Ex 6/01/REP) as the basis for its work.

The Working Group continued its deliberations from 30-31 October, including late night sessions to address outstanding issues in the text of the treaty, including:

- preambular text on the treaty's relationship with other international agreements, previously addressed in Article 4 (Relationship with Other International Agreements);
- definitions for PGRFA and genetic material in Article 2 (Use of Terms);
- IPR on PGRFA in the MS in Article 12.3(d);
- avoidance of subsidies in Article 18.4(d);
- decision-making by the Governing Body in Article 19.2; and
- a draft resolution for the treaty's adoption by the FAO Conference.

On the afternoon of Wednesday, 31 October, Chair Gerbasi provided a brief progress report to the Council, requesting and receiving additional time from the Council for the Working Group to complete its work.

On Thursday, 1 November, the Council convened in a morning session. Amb. Gerbasi presented a draft text for the International Treaty on Plant Genetic Resources for Food and Agriculture as well as a resolution on the treaty's adoption and interim arrangements for its implementation. He highlighted the only areas of bracketed text on definitions of PGRFA and genetic material and the application of IPR on PGRFA in the MS. He noted that the comments from the FAO's Committee on Constitutional and Legal Matters had been incorporated and that no new text had been added.

Numerous delegates thanked Amb. Gerbasi and José "Pepe" Esquinas-Alcázar of the CGRFA for their untiring work, and requested that Amb. Gerbasi present the draft treaty to the FAO Conference for adoption. Several delegates requested further discussion to resolve outstanding issues, and Brazil highlighted ongoing informal efforts to address them. Several countries proposed additions or changes to the treaty and the report to the Conference. Specifically, the US noted concern over the absence of provisions on an essential security clause and terms of access to crops in Annex I intended for uses beyond the treaty's scope.



Upon an inquiry by Bulgaria on the Conference's procedures for resolving outstanding issues, the FAO Legal Counsel said the Conference must find a way to remove the brackets, adding that in the case of a vote, a two-thirds majority is required to approve a decision. Chair Baharsjah noted that agreement was close, but that clean text for the Conference would not be possible.

The Council's Drafting Committees met throughout the afternoon to develop the reports for transmission to the Conference. At 1:30 am on 2 November, Chair Baharsjah convened the Council's final Plenary. Nahi Al-Shibani (Syria), Chair of the Drafting Committee, introduced the meeting's report, as contained in CL 121/REP/1-10. During the brief discussion on CL 121/REP/10 regarding the Draft International Undertaking on Plant Genetic Resources, Belgium, on behalf of the EU, questioned the report's treatment of deliberations on the list of crops. The document, with minor editorial amendments, was adopted *en bloc* with the other reports, and Chair Baharsjah adjourned the Plenary at 2:00 am.

The 31st Session of the FAO Conference convened on Friday, 2 November, where FAO Director-General Jacques Diouf opened the meeting, welcoming delegates and observers. Delegates elected Saaed Bin Mohammed Al Raqabani (United Arab Emirates) as Conference Chair. Carleen Gardner, FAO Assistant Director-General of General Affairs and Information, presented the General Committee's report on adoption of the agenda, admission of observers and other arrangements. She noted, *inter alia*, that Agenda Item 7, on the IU, would be addressed on Saturday, 3 November.

On Saturday afternoon, 3 November, Amb. Gerbasi presented the Draft International Undertaking on Plant Genetic Resources (C 2001/LIM/17), which, with some discussion, was adopted by a vote of 116 in support, zero against and two abstentions by Japan and the US.

The following summary reviews discussion on the outstanding issues as considered within the Open-ended Working Group and the FAO Council, and summarizes the treaty adopted by the Conference.

NEGOTIATIONS ON OUTSTANDING ISSUES

PREAMBLE – RELATIONSHIP WITH OTHER INTERNATIONAL AGREEMENTS: Discussions on the treaty's relationship with other international agreements originally focused on text contained in a bracketed Article 4 (Relationship of this Undertaking with Other International Agreements). The article stated that: the treaty's provisions will be implemented in harmony with the provisions of other existing international agreements relevant to the treaty's objectives, in such a way that they are mutually supportive, with a view to achieving sustainable development; and the treaty shall not be interpreted as implying a change in the rights and obligations of a Contracting Party under any existing international agreements, nor as being subordinate to them.

Working Group: During discussions on Tuesday, 30 October, Brazil, with Angola and Argentina, proposed removing brackets from the existing text. The EU, supported by Bulgaria, Ethiopia, Norway and Switzerland, proposed deleting the provisions and including preambular language similar to that in other international agreements, recognizing the mutual supportiveness of this treaty and other international agreements in the field of trade and environment. Australia stated that it could not accept preambular language, and, supported by Argentina, Canada and the US, proposed language stating that nothing in this treaty shall affect the rights and obligations of Parties under other international agreements. Iran and Norway emphasized that this agreement not be subordinated to other agreements.

Norway proposed using preambular language from the Cartagena Protocol on Biosafety, "emphasizing that this treaty shall not be interpreted as implying a change in rights and responsibility of a Party under any existing agreements," and "understanding that the above recital is not intended to subordinate this treaty to other agreements." Chair Gerbasi suggested that countries hold informal consultations on the proposed options.

On Wednesday, 31 October, Chair Gerbasi reported on a compromise formulation involving a negotiated package on Article 4 and Article 18.4(d), on subsidies. He proposed deleting Article 4 and inserting preambular language: recognizing that international agreements relevant to PGR are mutually supportive; affirming that nothing in this treaty shall affect the rights and obligations of the Contracting Parties under other international agreements; and understanding that the above recital is not intended to create a hierarchy between this treaty and other international agreements.

The EU, with Angola and Ethiopia, proposed amending the three phrases: the first would refer to international agreements relevant to the treaty's objectives and to achieving sustainable development; the second would include nothing in the treaty being "interpreted as implying a change" in Parties' rights and obligations; and the third would state that the second phrase is not intended to subordinate the treaty to other international agreements. Australia and the US opposed this formulation.

In the first phrase, Canada noted that the treaty's objective does not refer to sustainable development. Iran, with Syria, supported retaining Article 4, and later proposed replacing its existing content with language on mutual supportiveness and reference to food security and conservation of PGRFA. The EU supported a preambular reference to food security and conservation. The US proposed deleting reference to objectives and, with Australia, proposed slight textual amendments to the first and second phrases. In the third phrase, Australia, Canada and the US supported reference to there being no hierarchy between this and other agreements. Egypt questioned the clarity of the reference to hierarchy. The EU, supported by Argentina, then proposed returning to the original compromise formulation for the third phrase.

Chair Gerbasi requested acceptance of text recognizing that this treaty and other international agreements relevant to this treaty should be mutually supportive with a view to sustainable agriculture and food security; affirming that nothing in this treaty shall be interpreted as implying in any way a change in the rights and obligations of the Parties under other international agreements; and understanding that the above recital is not intended to create a hierarchy between this treaty and other international agreements.

The EU expressed a reservation on the text.

Council: On Thursday, 1 November, during discussions on Chair Gerbasi's report to the Council, Norway, on behalf of the European Region, proposed reverting back to Chair Gerbasi's formulation. Argentina, Australia, Brazil and Canada opposed reopening the text for discussion, although Canada noted that the text was still unclear.

During the Council's closing Plenary, in the early morning of Friday, 2 November, delegates adopted, without substantive comment, the report of the Council discussions (CL 121/REP/10), referencing the draft treaty with Amb. Gerbasi's proposed preambular formulation.

Final Text: The final text on the treaty's relationship with other international agreements, as contained in document C 2001/LIM/17:

- recognizes that this treaty and other international agreements relevant to this treaty should be mutually supportive with a view



to sustainable agriculture and food security;

- affirms that nothing in this treaty shall be interpreted as implying in any way a change in the rights and obligations of the Contracting Parties under other international agreements; and
- understands that the above recital is not intended to create a hierarchy between this treaty and other international agreements.

ARTICLE 2 – DEFINITIONS OF PGRFA AND GENETIC

MATERIAL: The draft text for Article 2 contained, in brackets, two definitions revised by the Friends of the Chair meeting. PGRFA were defined as any genetic material of plant origin of actual or potential value for food and agriculture; and genetic resources were defined as any material of plant origin, including reproductive and vegetative propagating material, containing functioning units of heredity. The chapeau also contained new language stating that for the purpose of this treaty, terms would not cover trade in commodities.

Working Group: On Tuesday, 30 October, Mexico and Uruguay requested clarification on inclusion of reference to commodities. Canada responded that it avoids confusion between genetic resources, such as seeds, and commodities that are food products.

Many countries supported the revised definitions. Regarding genetic material, the US proposed replacing reference to reproductive and vegetative propagating material with reference to reproductive *or* vegetative propagating material. Argentina, Brazil, Iran, Malaysia and Philippines opposed. Chair Gerbasi, supported by Cuba, on behalf of the G-77/China, and the Russian Federation, proposed that one country's disagreement could be expressed in a footnote, and the US objected. Australia suggested deferring decision pending discussion on Article 12.3(d). Chair Gerbasi declined, stating that the text would be forwarded with a footnote to the FAO Conference for decision.

Council: On Thursday, 1 November, the US and Japan noted their concern regarding language for the definition of PGRFA. During the Council's closing Plenary, in the early morning of Friday, 2 November, delegates adopted, without substantive comment, the report of the Council discussions (CL 121/REP/10), referencing the draft treaty with the definitions as revised by the Friends of the Chair meeting.

Final Text: The final text, as contained in document C 2001/LIM/17, defines PGRFA as any genetic material of plant origin of actual or potential value for food and agriculture; and genetic material as any material of plant origin, including reproductive and vegetative propagating material, containing functional units of heredity.

ARTICLE 12.3(d) – IPR ON PGRFA WITHIN THE MS: Article 12 (Facilitated Access to PGRFA within the MS; formerly Article 13) addresses the terms and conditions for facilitated access, including reference to a standard MTA to apply to transfers of PGRFA under the MS. Provision 12.3(d) contained two bracketed options addressing the application of IPR to PGRFA in the MS. The first, taken from the final text adopted by CGRFA-Ex6, states that recipients shall not claim any intellectual property or other rights that limit the facilitated access to the PGRFA, [or their genetic parts or components,] [in the form] received from the MS. The second option, developed and inserted during the Friends of the Chair discussions prior to the Council meeting, added that PGRFA or genetic parts and components thereof that have been modified may be the object of IPR, provided that the criteria for such rights are met.

Working Group: On Tuesday, 30 October, the Working Group addressed both options. Malaysia and Thailand preferred the first option, stating that recipients shall not claim any IPR that limits facilitated access to PGRFA, or their genetic parts or components, in the form received from the MS. The EU and Iran supported the second

option, acknowledging that modified PGRFA may be the object of IPR, provided that criteria for such rights are met. Argentina, Brazil, Norway, Uruguay and Venezuela also preferred this option but noted their acceptance of either one.

During the discussion numerous other formulations were proposed. Angola suggested a third option, preventing IPR that restrict access particularly on any genetic material as found in nature, even if isolated, and acknowledging IPR provided that they are the results of innovations that produce new plant products and that other criteria for such rights are met. Brazil, Colombia, Cuba, Ethiopia and Iran supported this compromise language, while Canada and the US opposed it.

Australia, with Canada and the US and opposed by Iran, proposed a fourth option acknowledging that where national law so permits, recipients may claim IPR to innovations derived from PGRFA or their genetic parts or components. Bulgaria suggested adding text to Australia's proposal as a fifth option, specifying that every IPR claim would be subject to recognition by the Governing Body.

Canada proposed a sixth option, stating that facilitated access to PGRFA or their genetic parts or components would be ensured by the impossibility of recipients to claim any IPR over these resources in the form they were at the time they were included in the MS.

Iran proposed a seventh option, merging the proposals from Angola and Australia, stating that recipients may not claim IPR that limit facilitated access and acknowledging that innovations derived from such PGRFA may be the objects of IPR, provided that facilitated access shall not be limited. Switzerland, with Canada, proposed deleting the entire provision.

Chair Gerbasi said that the first option was the only viable one and appealed to delegates to accept it. China and Poland agreed. Iran and Colombia stipulated deletion of reference to "in the form." Japan proposed leaving both options in brackets. After informal regional discussions, the G-77/China agreed to work on the basis of the first option.

On Wednesday, 31 October, the G-77/China noted subsequent regional discussions and presented a new proposal stating that recipients shall not claim any IPR that limit the facilitated access to PGRFA, or their genetic parts or components, received from the MS, unless they are the result of innovative modifications. Canada and the US opposed. Chair Gerbasi again proposed accepting the first option in the text. Argentina, Brazil and Uruguay agreed and, in a display of hands, Angola, Australia, Canada, Iran and the US opposed it. Many more delegates opposed the second option as supported by the EU, with some opposing both options. The EU, with Switzerland and the US, preferred that the two options contained in the original draft be kept on the table until the last minute. Switzerland and the US also supported the provision's deletion.

After a break for informal consultations, the G-77/China and the EU agreed to Chair Gerbasi's proposal to use the first option. The US noted that it could not accept the formulation, and Iran and Japan expressed concerns regarding ambiguities in the text. Chair Gerbasi noted that he would eliminate the second option in the existing text, and provide the Conference with the choice of accepting or deleting the first option.

Council: On Thursday, 1 November, during discussions on Chair Gerbasi's report to the Council, Australia and the US expressed opposition to the text in Article 12.3(d). Canada expressed concern on its consistency with existing IPR regimes, and Japan noted ambiguity



over the provision's relation to the scope of innovations. Colombia and Iran stated that provisions on IPR should not contribute to depletion or inhibit the exchange of PGRFA under the MS. Iran also noted that provisions on IPR are not in line with the treaty's objectives. Ethiopia said that IPR and benefit-sharing should be approached with a view to food security, and India emphasized the critical balance of access, benefit-sharing and IPR.

During the Council's closing Plenary, in the early morning of Friday, 2 November, delegates adopted, without substantive comment, the report of the Council discussions (CL 121/REP/10), referencing the draft treaty with the first option on IPR in brackets.

Conference: On 3 November, the US requested a vote on removing the text of Article 12.3(d), which failed with 97 votes opposed, 10 in favor and three abstentions.

Final Text: The final text of Article 12.3(d) states that recipients shall not claim any intellectual property or other rights that limit the facilitated access to the PGRFA, or their genetic parts or components, in the form received from the MS.

ARTICLE 18.4(d) – FINANCIAL RESOURCES AND INTERNATIONAL TRADE IN COMMODITIES: Article 18.4(d) was the focus of negotiations. This provision addresses financial resources for national activities for conserving and sustainably using PGRFA, pursuant to the funding strategy outlined in Article 18.

Working Group: During an evening session on Tuesday, 30 October, delegates discussed a bracketed reference to avoiding subsidies, which had been proposed by Australia during CGRFA-Ex6.

The EU, Japan, Malaysia, Norway, Peru, Switzerland and Thailand supported deleting the reference. The EU noted that the provision focuses on conservation and sustainable use, and Thailand noted that subsidies should be addressed under the WTO. Peru highlighted the need to be able to subsidize the conservation of genetic resources. Australia, with Brazil and Uruguay, supported retaining the language, noting that approximately US\$350 billion is spent on domestic and international trade subsidies, which could also lead to the distortion of PGRFA exchanges under the treaty. The EU stated that this language introduced trade issues inconsistent with the rest of the text.

Recalling concerns over previous proposals on the treaty's relationship with other international agreements, Brazil, with Argentina and Cuba, proposed language on avoiding trade-distorting measures. Australia proposed referencing production measures within Brazil's proposal and also expressed willingness to be more flexible regarding language on subsidies if appropriate text was integrated into Article 4.

Canada highlighted language in the chapeau of Article 2 on terms not being intended to cover trade in commodities, and, supported by Bulgaria, proposed language stating that these financial resources shall be used to ends consistent with this treaty. The EU and Norway expressed conditional acceptance. Australia stated that the proposal did not address domestic subsidies. No resolution was achieved.

On Wednesday, 31 October, Chair Gerbasi presented, and delegates accepted, compromise language stating that financial resources provided shall not be used to ends inconsistent with this treaty, in particular in areas related to international trade in commodities.

Council: During the Council's closing Plenary, in the early morning of Friday, 2 November, delegates adopted, without substantive comment, the report of the Council discussions (CL 121/REP/10).

Final Text: The final text, as contained in document C2001/LM/17, states that each Contracting Party agrees to undertake, and provide financial resources for, national activities for the conservation and

sustainable use of PGRFA in accordance with its national capabilities and financial resources, and that the financial resources provided shall not be used to ends inconsistent with this treaty, in particular in areas related to international trade in commodities.

ARTICLE 19.2 – DECISIONS BY THE GOVERNING

BODY: Formerly Article 20.2, this provision addresses the manner in which the Governing Body shall make decisions.

Working Group: On Tuesday, 30 October, Chair Gerbasi highlighted the recommendation by the CCLM to add language to this provision stating that all decisions shall be taken by consensus "unless by consensus another method of arriving at a decision on certain measures is reached." Canada and Norway supported the addition. Brazil proposed adding language stating that decisions pertaining to amendments of the treaty and its annexes shall always require consensus. A number of developing countries supported both suggestions. Japan preferred that all decisions be taken by consensus, but in a spirit of cooperation, agreed to the proposed suggestions.

Council: During the Council's closing Plenary, in the early morning of Friday, 2 November, delegates adopted, without substantive comment, the report of the Council discussions (CL 121/REP/10).

Final Text: The final text, as contained in document C 2001/LM/17, states that all decisions of the Governing Body shall be taken by consensus unless by consensus another method of arriving at a decision on certain measures is reached, except that consensus shall always be required in relation to Articles 23 (Amendments of the Treaty) and 24 (Annexes).

ANNEX I – LIST OF CROPS: Annex I of the draft treaty contains a list of 35 crop genera and 29 forages covered under the MS.

Working Group: On Wednesday, 31 October, Chair Gerbasi opened discussion on the list during an evening session of the Working Group. The EU proposed adding a new article stating that the MS shall also include, after five years following the treaty's entry into force, crops listed in Appendix E from the report of CGRFA-Ex6 (CGRFA-Ex 6/01/REP), provided that the funding strategy and the standard MTA have been adopted.

Angola, Brazil, China, Colombia, Cuba, India, Iran and Namibia generally recognized the need for periodic updates of the list but stressed that successful review of the treaty's financial mechanism, benefit-sharing provisions and standard MTA would be necessary before the list could be expanded.

Norway, Poland and the US noted that crops essential to food security omitted from the list were of little economic interest to developed countries and questioned why developing countries were acting against their own interests. The CGIAR highlighted the importance of tropical forages, groundnuts and soybeans to food security and said their omission would result in reallocation of research funding. An NGO from the ETC Group said that the current list was "shameful." Brazil, Cuba and Iran responded that distorted trade policies were equally disgraceful and had greater impact on food security. Angola, Brazil, India and Iran emphasized that concern over ensuring the treaty's successful implementation should not be misconstrued as opposition to future expansion of the list.

After consultations, the EU proposed new text in Annex I calling for a biannual review of the list with a view to its expansion based on crops in CGRFA-Ex6 Appendix E. Colombia, with India, proposed simply referring to the review of Annex I. Iran, with China and India, proposed a review mechanism to examine the funding mechanism, benefit-sharing and IPR provisions. Canada stated that countries



would add to the list of crops when they realized their benefits. The US noted that governing bodies generally review the functioning of an agreement as a matter of course.

The G-77/China proposed text on a periodic review of Annex I provided that the funding strategy, benefit-sharing measures and IPR practices have been implemented to the Parties' satisfaction. The EU suggested including the provision in the existing resolution, referring to CGRFA-Ex6 Appendix E and deleting reference to IPR. Iran and the Philippines supported review of IPR-related provisions. The US proposed referencing facilitated access provisions. Canada and the US questioned the need to satisfy all Parties on implementation issues before reconsidering the list.

After regional consultations, the G-77/China presented a reformulation of their original proposal. The EU rejected the proposal, stating that none of his concerns had been incorporated. The EU also requested that Chair Gerbasi's report to the Council include in Annex I bracketed reference to tropical forages and all crops in CGRFA-Ex6 Appendix E. Chair Gerbasi refused.

Council: On Thursday, 1 November, Several delegates requested further time for discussion and Brazil highlighted ongoing informal efforts to resolve outstanding issues. The US expressed concern regarding absence of provisions on essential security and terms of access to crops in Annex I intended for uses beyond the treaty's scope and emphasized the unacceptability of the list of crops, particularly the absence of soybeans, peanuts and tomatoes. Norway, on behalf of the European Region, also highlighted the deficiency of the list of crops and again requested insertion of bracketed reference in Annex I to the crops in CGRFA-Ex6 Appendix E and tropical forages.

Argentina, Brazil, Colombia, India and Iran stated that crops on the list represent gifts by countries to the rest of the world and access conditions should be ensured before the list is extended. Iran also highlighted the contributions of the Near East region to PGRFA. Angola assured the Council that with implementation of the treaty, the list of crops could be increased. Mexico noted the need to expand the list of crops in a balanced manner, specifically highlighting sugarcane and soybeans, and expressed concern over the possible development of parallel mechanisms for exchanging PGRFA.

Norway objected to statements dividing countries into providers and users of PGRFA, expressed disappointment with the lack of crops on the list and said that food-insecure populations in the poorest countries would be most affected. Australia and Canada noted the paucity of crops essential to world food security included in the current list.

During the Final Plenary, in the early morning of 2 November, the Council reacted to document CL 121/REP/10, the report of the meeting relevant to the Draft International Undertaking on Plant Genetic Resources. The EU questioned a phrase noting that "a concern" was expressed about the omission of some major crops from the list, stating that in fact several countries from several regions had addressed this issue, and further noted that no reference was made to the list of crops contained in CGRFA-Ex6 Appendix E. Baharsjah said that this concern would be included in the verbatim record, and the report was then adopted with minor editorial amendments.

Final Text: The final text on the list of 35 food crops and 29 forages remains unchanged.

RESOLUTION ON THE ADOPTION OF THE TREATY

The resolution addresses the adoption of the International Treaty on PGRFA and interim arrangements for its implementation. Chair Gerbasi presented a revised draft for the Working Group's consider-

ation based on a draft developed by CGRFA-Ex6, and discussed in the Friends of the Chair meeting. The draft contained four provisions requiring resolution: two bracketed preambular recitals recognizing the contributions of Farmers' Rights and of plant breeders and IPR, respectively; and two operative provisions addressing the establishment of an Expert Group to produce recommendations for a draft standard MTA.

WORKING GROUP: On Tuesday, 30 October, Chair Gerbasi highlighted provisional agreement within the Friends of the Chair meeting on the importance of Farmers' Rights and plant breeders within the two bracketed preambular recitals. Regarding the importance of IPR within the second recital, the US highlighted their positive role in the treaty's benefit-sharing provisions. Delegates then agreed to remove the brackets from both provisions.

Regarding the provision on preparing a draft standard MTA for facilitated access, taking into account recommendations of the proposed Expert Group, Brazil suggested modifying reference to the consideration of the Expert Group's recommendations and shifting a reference to Article 12.4, on the adoption of an MTA. Following discussion, delegates agreed to take the Expert Group's recommendations into account, as appropriate. Regarding the formulation of the MTA, delegates discussed whether to reference Article 12 in general or Article 12.4 specifically, and finally agreed on the latter.

On Wednesday, 31 October, Chair Gerbasi invited comments on a new paragraph from the Friends of the Chair meeting, stating that the CGRFA, acting as the Interim Committee, would establish an Expert Group to develop recommendations on the terms of the standard MTA. It also notes draft terms of reference to be attached to the draft resolution for consideration by the Interim Committee. Upon an inquiry by Brazil, Chair Gerbasi circulated a non-paper from the Friends of the Chair on the draft terms of reference. He then proposed, and delegates agreed, that the first meeting of the Interim Committee determine the Expert Group's terms of reference. With this, the draft resolution was accepted.

COUNCIL: During the Council's closing Plenary, in the early morning of Friday, 2 November, delegates adopted, without comment, the report of the Council discussions (CL 121/REP/10), referencing the draft resolution.

FINAL TEXT: The resolution, *inter alia*:

- acknowledges the interdependence of all countries with respect to PGRFA;
- recognizes the importance of Farmers' Rights and of increasing cooperation in the field of technical assistance;
- recognizes the integral contributions of plant breeders, including farmers, to global food security through research and development of new crop varieties, as well as the role of IPR in promoting innovation and investment;
- 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 Conference of the Parties (COP) and by the FAO and its CGRFA, and that preparations are required for the IU's effective operation upon its entry into force; and
- 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.



The operative section on the treaty 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.

The section on interim arrangements decides to establish an Interim Committee, 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. The CGRFA, acting as the Interim Committee, shall prepare the following for consideration by the first session of the Governing Body: draft rules of procedure; a draft standard MTA, taking into account, as appropriate, an Expert Group's recommendations; and procedures to promote compliance. It will also 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:

- establishes an Expert Group to develop and propose recommendations on the terms of the standard MTA, whose terms of reference shall be agreed at the Interim Committee's first meeting;
- 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 UN Members 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
- invites the IARCs of the CGIAR to assist the Interim Committee and its interim Secretary in its work.

FINAL PLENARY

On Friday, 3 November, at Conference Chair Al Raqabani's request, the Secretariat introduced the agenda item on the Draft International Undertaking on PGRFA, as contained in document C2001/LIM/17, and invited Amb. Gerbasi to present his report. Gerbasi recalled the long history of this process over the past seven years, involving negotiations through three CGRFA meetings, six Contact Group meetings, one Open-Ended Working Group and numerous informal consultations. He thanked Belgium, Denmark, Germany, Japan, Iran, Italy, the Netherlands, Norway, Spain, Sweden, Switzerland and the UK for having provided resources and hosted meetings during this time, and extended his appreciation to José "Pepe" Esquinas-Alcázar and Clive Stannard of the CGRFA Secretariat for their support and dedication.

Emphasizing the many new and complex problems taken into consideration during this process, Gerbasi highlighted the successes and the disappointments experienced by negotiators, and expressed his gratitude for having had the privilege to chair the negotiations over the past four years. He stated that in a globalizing world the need to preserve agricultural biodiversity underscores the interdependence of all countries, and the moral obligation to steward the diversity of genetic resources for present and future generations requires that all countries must cooperate. He outlined the treaty's objectives and highlighted the MS as the central mechanism whereby access, capacity

building and commercial benefit-sharing would be facilitated. He noted that more than 35 crops and 29 forages would be covered under the MS, representing more than 80% of the caloric requirements for the world, and expressed hope that as the effectiveness of the MS is proved, Contracting Parties would expand the list. Regarding resources, he expressed hope that the financial mechanism would ensure transparency, and that the Governing Body would set a goal for the quantity of funds to be obtained from countries, the private sector, non-governmental and other sources.

Amb. Gerbasi then formally proposed, according to FAO Article XIV and, on behalf of the G-77/China, the removal of three remaining sets of brackets on the definitions of PGRFA and genetic material in Article 2, and language on IPR in Article 12.3(d), so that the Conference might adopt this treaty in its present form with agreed text. Norway, on behalf of the European Region, and Tanzania, on behalf of the African Group, supported the proposal. The US noted that she would be unable to submit the agreement for ratification without inclusion of a proposed essential security clause. The US then called for a majority vote on deletion of Article 12.3(d). The proposal was rejected with 97 votes opposed, 10 votes in support and three abstentions.

The draft treaty and its associated resolution, as contained in document C 2001/LIM/17, were then submitted for adoption by a two-thirds majority vote. The Draft International Treaty on PGRFA was adopted, with 116 votes in favor, zero against and two abstentions, by Japan and the US.

FAO Director-General Jacques Diouf thanked all those in attendance for their efforts to arrive at a consensus, most particularly Amb. Gerbasi. He highlighted the treaty's adoption as evidence that the international community can successfully address difficult problems.

Closing statements were made by Argentina, Australia, Belgium, on behalf of the European Union, Bolivia, on behalf of GRULAC, Brazil, Bulgaria, Cameroon, Canada, China, Colombia, Cuba, on behalf of the G-77/China, India, Iran, Jordan, Libya, Malaysia, Mexico, Norway, on behalf of the European Region, Peru, the Philippines, Sudan, Uruguay, the CGIAR and the World Intellectual Property Organization. Delegates expressed their heartfelt thanks to Amb. Gerbasi, as well as to José "Pepe" Esquinas-Alcázar and Clive Stannard of the CGRFA Secretariat. Many noted that, while the agreement is not perfect, it does provide a solid basis for moving forward in the conservation and sustainable use of PGRFA with the goal of ensuring food security. Delegates also emphasized, *inter alia*: the expansion of the list of crops; the role of small farmers and Farmers' Rights; the role of IPR in supporting innovation; the threat of IPR in restricting facilitated access and draining PGRFA from the MS; promotion of benefit-sharing mechanisms and the funding strategy; the treaty's contribution to the goals of the CBD; the role of MTAs in the treaty's fair and effective implementation; and the next steps in the treaty's ratification and entry into force.

Japan noted its abstention on the vote for adoption, stating that he would consult with his capital on the treaty's consistency, especially with regard to Article 12.3(d). The US also noted its abstention, expressing concern over protecting IPR that promote innovation, reservations about moving forward with ambiguous language, and disappointment on lack of an essential security clause.

Poland, on behalf of the European Region, with Ethiopia, noted its interpretation that the treaty is not subordinate to other international agreements and that it and relevant agreements are mutually supportive with the goal of promoting sustainable agriculture and food security. Switzerland noted its interpretation that Article 12.3(b) does



not run counter to any of its present international obligations. The Action Group on Erosion, Technology and Concentration closed, *inter alia*, by noting that it had been seven lean years of negotiation and expressed hope for seven years of future bounty. Conference Chair Al Raqabani then reaffirmed the treaty's adoption, and closed the discussion on this agenda item.

THE INTERNATIONAL TREATY ON PLANT GENETIC RESOURCES FOR FOOD AND AGRICULTURE

PREAMBLE: The Preamble, *inter alia*:

- notes the special nature of PGRFA;
- expresses alarm at the continuing erosion of PGRFA;
- 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;
- acknowledges that PGRFA are the raw material indispensable for crop genetic improvement;
- affirms also that the rights recognized in the treaty 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 treaty's provisions, are fundamental to the realization of Farmers' Rights, and should be promoted at national and international levels;
- recognizes that this treaty and other international agreements relevant to this treaty should be mutually supportive with a view to sustainable agriculture and food security;
- affirms that nothing in this treaty shall be interpreted as implying in any way a change in the rights and obligations of the Contracting Parties under other international agreements;
- understands that the above recital is not intended to create a hierarchy between this treaty and other international agreements;
- notes that management of PGRFA is at the meeting point of agriculture, environment and commerce, and that there should be synergy among these sectors;
- recognizes that States may benefit from the creation of an effective MS that provides access and fair and equitable benefit-sharing of PGRFA; and
- notes that the agreement is within the framework of Article XIV of the FAO Constitution.

PART I - INTRODUCTION

ARTICLE 1 (OBJECTIVES): The treaty's 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 treaty to the FAO and to the CBD.

ARTICLE 2 (USE OF TERMS): The article defines the following terms:

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.

PGRFA: any genetic material of plant origin of actual or potential value for food and agriculture.

Genetic material: any material of plant origin, including reproductive and vegetative propagating material, 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.

Centre of crop diversity: a geographic area containing a high level of genetic diversity for crop species in *in situ* conditions.

ARTICLE 3 (SCOPE): The article states that the treaty relates to PGRFA.

PART II - GENERAL PROVISIONS

ARTICLE 4 (GENERAL OBLIGATIONS): Each Contracting Party shall ensure the conformity of its laws, regulations and procedures with the obligations of the agreement.

ARTICLE 5 (CONSERVATION, EXPLORATION, COLLECTION, CHARACTERIZATION, EVALUATION AND DOCUMENTATION OF PGRFA): The article calls on Contracting Parties, subject to national legislation, to, *inter alia*:

- survey and inventory, and promote the collection of PGRFA under threat and collect information about them;
- promote the collection of PGRFA under threat of potential use;
- promote, as appropriate, farmer and local community efforts for 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): The 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): 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 treaty's institutional arrangements, and implementation of the funding strategy in Article 18.

ARTICLE 8 (TECHNICAL ASSISTANCE): 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 treaty.



PART III - FARMERS' RIGHTS

ARTICLE 9 (FARMERS' RIGHTS): 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): The 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): 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 treaty 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): The article states that facilitated access to PGRFA under the MS shall be in accordance with the provisions of the treaty. 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;
- with prohibitions against claiming intellectual property or other rights that limit the facilitated access to the PGRFA, or their genetic parts or components, in the form received from the MS;
- 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; and
- pursuant to a standard MTA.

Contracting Parties shall also ensure that an opportunity to seek recourse is available under their legal systems, in case of contractual disputes arising under the MTAs; and provide facilitated access to appropriate PGRFA for the purpose of contributing to the re-establishment of agricultural systems in emergency disaster situations.

ARTICLE 13 (BENEFIT-SHARING IN THE MS): 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 favorable 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 will 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:

- 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 treaty'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): 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): 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 treaty, 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): 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): 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): Contracting Parties shall implement a funding strategy for the treaty'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, and provide financial resources for, national activities for the conservation and sustainable use of PGRFA in accordance with national capabilities and financial resources, which shall not be used to ends inconsistent with this treaty, particularly areas related to international trade in commodities; 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

ARTICLE 19 (GOVERNING BODY): The article establishes the Governing Body to be composed of all Contracting Parties, whose decisions shall be taken by consensus unless another method of

arriving at a decision on certain measures is reached by consensus. However, decisions related to Articles 23 (Amendments of the Treaty) and 24 (Annexes) shall always require 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 treaty'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 treaty 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 treaty 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 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 documentation 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 treaty's objectives.

ARTICLE 21 (COMPLIANCE): 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 treaty 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 22 (SETTLEMENT OF DISPUTES): In the event of a dispute concerning the treaty'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 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 proce-



ture 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 23 (AMENDMENTS OF THE TREATY): The article states that any amendments to the treaty: 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 24 (ANNEXES): The article states that the annexes to the treaty shall form an integral part of the treaty, and, unless expressly provided otherwise, a reference to the treaty shall constitute a reference to any annexes. Except as otherwise provided for, the provisions of Article 22 apply to the amendments of the annexes. Any amendment to Annex I shall only be made by consensus of Parties present.

ARTICLE 25 (SIGNATURE): The article states that the treaty 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 26 (RATIFICATION, ACCEPTANCE OR APPROVAL): The article states that the treaty 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 27 (ACCESSION): The treaty shall be open for accession from the date on which the treaty is closed for signature. Instruments of accession shall be deposited with the Depositary.

ARTICLE 28 (ENTRY INTO FORCE): The treaty 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 29 (MEMBER ORGANIZATIONS OF FAO): 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 treaty. Organizations' instruments of ratification shall not be counted as additional to those deposited by its Member States.

ARTICLE 30 (RESERVATIONS): No reservations may be made to the treaty.

ARTICLE 31 (NON-PARTIES): The Contracting Parties shall encourage any Member of FAO or other State to accept the treaty.

ARTICLE 32 (WITHDRAWALS): Any Contracting Party may notify the Depositary in writing of its withdrawal from the treaty 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 33 (TERMINATION): The treaty 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 34 (DEPOSITARY): The article states that the FAO Director-General shall be the Depositary of the treaty.

ARTICLE 35 (AUTHENTIC TEXTS): The final text states that the Arabic, Chinese, English, French, Russian and Spanish texts of the treaty are equally authentic.

ANNEX I (LIST OF CROPS INCLUDED UNDER THE MS): The annex includes: 35 food crops, citing their genus and in some cases provided specific notes on exceptions; and 29 legume, grass or other forages and their species. The food crops include: breadfruit, asparagus, oat, beet, brassica complex, pigeon pea, chickpea, citrus, coconut, major aroids, carrot, yams, finger millet, strawberry, sunflower, barley, sweet potato, grass pea, lentil, apple, cassava, banana/plantain, rice, pearl millet, beans, pea, rye, potato, eggplant, sorghum, triticale, wheat, faba bean/vetch, cowpea and maize. The legume forages include: *astragalus*, *canavalia*, *coronilla*, *hedysarum*, *lathyrus*, *lespedeza*, *lotus*, *lupinus*, *medicago*, *melilotus*, *onobrychis*, *ornithopus*, *prosopis*, *pueraria* and *trifolium*. Grass forages include: *adropogon*, *agropyron*, *agrostis*, *alopecurus*, *arrhenatherum*, *dactylis*, *festuca*, *lolium*, *phalaris*, *phleum*, *poa* and *tripsacum*. The other forages include *atriplex* and *salsola*.

ANNEX II, PART 1 (ARBITRATION): This section of the annex 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 section 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.

A BRIEF ANALYSIS OF THE NEGOTIATIONS

After seven long years of hard-fought and often tedious negotiations, the International Treaty on Plant Genetic Resources for Food and Agriculture is now a reality. Its history has tempered the treaty, diminishing and molding expectations on all sides to ultimately reach an agreement accommodating the range of concerns invested in countries' agricultural, environmental and trade priorities. The treaty's seemingly facile adoption with 116 yeas, no nays and two abstentions ultimately reflected an understanding and acceptance of divergent positions that had come as close as they could in order to reach an agreement. It is notable that little in the text changed over the course of this final negotiating session. At numerous times, when nothing moved forward and consensus was elusive, many thought the negotia-



tions were in their darkest hour. But with the benefit of hindsight this final round revealed that the negotiations had come as far as they could, and that the slight imperfections, ambiguities and differences of interpretation could be accepted if only for the sake of concluding the negotiations.

Perhaps the treaty's greatest weakness is that it attempts to address the sheer complexity of trying to promote food security and PGRFA conservation while managing and minimizing potential impacts in the contentious realm of international trade and agriculture politics. This brief analysis will look at the negotiations on three key outstanding areas: the savings clause and the treaty's relationship with other agreements; IPR as applied to crops under the Multilateral System; and the list of crops. Finally, the analysis will elucidate some future challenges that the treaty will face as it moves towards implementation.

RELATIONS WITH OTHER AGREEMENTS

Paradoxically, this provision, as originally included in Article 4, underwent the most change with the least bit of surprise. While a few countries, such as Australia, Canada and the US, took an initial hard line on the need for operative provisions relating to other agreements, the practice of shifting various formulations of mutual supportiveness and absence of hierarchies has become commonplace in international negotiations with existing examples in the Cartagena Protocol on Biosafety and the Rotterdam Convention on Prior Informed Consent.

By their nature such iterations are statements of intent, which have yet to be tested and tried in the case of a disagreement between trade and environmental agreements. The adoption of the Cartagena Protocol involved discussions over whether the agreement could withstand a challenge under the WTO dispute settlement system. The case there, and hopefully with this treaty as well, is that time has allayed the immediate fears and given most a desire and respect to steer free of conflict. Perhaps the ambiguity of the concept of mutual supportiveness has given way to a tendency towards mutual avoidance.

IPR AND PGRFA

Intellectual property rights represented the most contentious issue in the negotiations as it reflected the largest gap in underlying systems of thought and law regarding the protection of intellectual innovations over genetic resources. As the meeting began, the question of whether the agreed language would support or deny the patenting of isolated genetic parts and components was clearly understood. It was also clear that while this debate only applied to a confined range of genetic resources, it held much larger importance as a potential precedent for unresolved discussions on the review of TRIPS Article 27.3(b) and its coverage of patents on living organisms. Gerbasi's proposed formulation provided an ambiguous means to cut through the problem, but its attempt to satisfy both developed and developing countries found some unable to accept the provision on the grounds that it does not comply with certain interpretations of domestic and international law.

The implications for discussions under the TRIPS Agreement will be interesting to watch. The larger point of principle regarding the acceptability of patents on life and isolated genes ultimately has to be assessed in terms of the intertwined nature of the exchange of PGRFA across national boundaries and thereby across different national IPR regimes. While some countries such as Iran and Colombia reiterated fears that IPR could drain resources from the Multilateral System by allowing materials to be accessed, improved upon, patented and controlled, it remains to be seen whether this will actually happen. It will be crucial to keep an eye on what the US decides to do with its wealth of public and private collections of genetic resources over the

course of time as the MS becomes operational. Given this county's stance as the most rigid defender of IPR, their statement during the final Plenary on being unable to ratify the agreement due to the restrictions it places on innovation is not surprising.

LIST OF CROPS

The list of crops was a contentious issue from the time of the original regional proposals at the third Contact Group meeting in Tehran in August 2000 on crops for inclusion, which ranged from nine to 287. It also reflected differing perspectives on how to approach the treaty's implementation: to start with a small list and expand it as security and benefits are realized, while possibly running the risk that the list is too small for any benefits to accrue; or to start with a long list and see how exchanges help or hinder innovations and patent applications on PGRFA. Developing countries, the historic holders of PGRFA, maintained their ground effectively blocking the EU's attempts to add to the list or to even consider its expansion prior to the establishment of a satisfactory MS. But with the current realities of significant portions of the world's PGRFA, regardless of their origin, now held in *ex situ* genebanks in developed countries and the CGIAR centers, it will be interesting to monitor changes in gene and funding flows.

With the volatile back and forth of past meetings saying yes to the brassica complex and asparagus and no to soya and groundnuts, the final result of this meeting was that Annex I remained unchanged. Perhaps one of the most interesting paradoxes posed was that maintaining a small list, would in fact maintain a broad scope for crops not on the list to be patented and thereby appropriated. Another question that arose amidst some of the more heated debates was whether the list, long or short, by itself was sufficient to ensure secure food security, given that the agreement would in no way affect the international agricultural trading system with its distortions, subsidies and other obstacles to market entrance of crops from developing countries. As one speaker noted, economic opportunities and not just financial and genetic resources are ultimately essential to addressing the intertwined problems of poverty and food security. While the EU proposals for additions to the list came to naught, the ultimate understanding implicit in the persistent debate was that expansion can and will come hand in hand with increased security in the agreement and realization of all the benefits of facilitated access.

THE ART OF COMPLEXITY

At the close of the discussions, numerous delegates stated that the agreement was not perfect, but would suffice as the best possible means for the exchange of PGRFA for food security. In many senses the negotiations often took place in the realm of legal hypotheticals: what would the commercial benefit-sharing mechanisms reap? would IPR drain PGRFA from the system? would a small list or a large list be the most beneficial for food insecure countries? or for the interests of major life sciences industries? will the list of crops be expanded? and, perhaps, the most important but least asked question: will the agreement, in fact, contribute to food security and the interests of small farmers and local communities? The fact that so many uncertainties surrounded the negotiations ultimately contributed to greater conservatism and retention of entrenched positions, and resistance to new proposals that would potentially unravel carefully negotiated agreements. For instance, when the EU requested consideration of expanding the list, developing countries responded by calling into question the need to review the mechanisms, such as the funding strategy and commercial benefit-sharing, to ensure appropriate balance in securing their perceived gains under the treaty.



The adoption of the treaty is a milestone, and one that appropriately ended with grace and respect. Despite years of contentious negotiations, the hours intervening between the Council meeting and the Conference's consideration of the IU ultimately reflected a strange sense of serenity where discussions were ongoing but there was a realization that further last minute attempts – and that's what this process has been full of – would not change anyone's position. Despite outstanding differences, no one marred the treaty's record by casting a dissenting vote.

Now the negotiation of the treaty is complete, but major hurdles still remain. First, is the issue of ratification, which raises the need to educate national policy-makers and those actually using PGRFA on what the system is and how it will work. Several delegates also mentioned that negotiations on the standard MTA could easily occupy them for another seven years. As countries turn to the future they will have to identify the necessary capacity for national implementation, a process well evidenced in delayed ratifications of the Cartagena Protocol on Biosafety and in related discussions on access and benefit-sharing under the CBD. Negotiators will also remain busy with discussions on how other *ex situ* collections of genetic resources acquired prior to the CBD's entry into force should be handled. However, in the interim, negotiators and the world community can rest on their laurels as the International Treaty on PGRFA has now become the latest innovation to address the intersection of international environmental, agricultural and trade law.

THINGS TO LOOK FOR

WORKSHOP ON RISK MONITORING AND PUBLIC PERCEPTION OF BIOTECHNOLOGY: This workshop will be held from 12-16 November 2001, in Caracas, Venezuela. It will focus on biosafety and risk assessment, risk monitoring of genetically modified organisms, and public perceptions. For more information, contact: Efrain Salazar Yamarte; tel: +58-43-471066; fax: +58-43-471066, 831421; e-mail: efra63@hotmail.com; Internet: <http://www.icgeb.trieste.it/TRAINING/CRS01/crsps01.htm>

SEVENTH MEETING OF THE CBD'S SUBSIDIARY BODY FOR SCIENTIFIC, TECHNICAL AND TECHNOLOGICAL ADVICE: CBD SBSTTA-7 will meet from 12-16 November 2001, 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>

OPEN-ENDED INTERSESSIONAL MEETING ON THE STRATEGIC PLAN, NATIONAL REPORTS AND THE IMPLEMENTATION OF THE CBD: This meeting will take place from 19-21 November 2001, 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>

SECOND SESSION OF WIPO'S INTERGOVERNMENTAL COMMITTEE ON INTELLECTUAL PROPERTY AND GENETIC RESOURCES, TRADITIONAL KNOWLEDGE AND FOLKLORE: The second session of the World Intellectual Property Organization's Intergovernmental Committee will meet from 10-14 December 2001, in Geneva, Switzerland. For more information,

contact: Francis Gurry, Assistant Director-General of WIPO; tel: +41-22-338-9428 fax: +41-22-338-8120; e-mail: francis.gurry@wipo.int; Internet: http://www.wipo.org/eng/meetings/2001/igc/index_2.htm

INTERNATIONAL CONFERENCE ON THE IMPACTS OF AGRICULTURAL RESEARCH AND DEVELOPMENT: This conference is scheduled to take place from 4-7 February 2002, in San José, Costa Rica. Sponsored by the CGIAR and the International Maize and Wheat Improvement Center, the conference will bring together researchers and other professionals interested in documenting and measuring the impact of international agricultural research. For more information, contact: Timothy Reeves, Director-General, CIMMYT, Mexico; tel: +52-5804-2004; fax: +52-5804-7558; e-mail: impacts@cgiar.org; Internet: <http://www.cimmyt.org/Research/Economics/impacts/index.htm>; or contact: Gustavo Sain, CIMMYT, Costa Rica; tel: +506-216-0281; fax: +506-216-0280; e-mail: gsain@iica.ac.cr

MEETING OF THE AD HOC INTERSESSIONAL WORKING GROUP ON CBD ARTICLE 8(j): 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>

BIOTECHNOLOGY AND SUSTAINABLE DEVELOPMENT - VOICES OF THE SOUTH AND NORTH: This international conference has been rescheduled and will now take place from 16-20 March 2002, in Alexandria, Egypt. It is co-sponsored by the Government of Egypt, FAO, UNESCO, World Bank and OECD, among other institutions. For more information, contact: Ismail Serageldin, Chair, Program Committee; tel: +203-4876024/4876028/4876052; fax: +203-4876001; e-mail: egybio2001@hotmail.com; Internet: <http://www.egyptbiotech2001.com/>

SIXTH CONFERENCE OF THE PARTIES TO THE CONVENTION ON BIODIVERSITY & CARTAGENA PROTOCOL MOP-1 or ICCP-3: CBD COP-6 will take place from 8-26 April 2002, in The Hague, the Netherlands. This gathering will also serve as the first Meeting of the Parties (MOP-1) or the third Intergovernmental Committee on the Cartagena Protocol (ICCP-3). 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>

28TH SESSION OF THE COMMITTEE ON WORLD FOOD SECURITY: CFS-28 is tentatively scheduled to take place from 6-8 June 2002, in Rome, Italy, prior to the World Food Summit. For more information, contact: Barbara Huddleston, FAO; e-mail: Barbara.Huddleston@fao.org; Internet: <http://www.fao.org/unfao/bodies/cfs/default.htm>

WORLD FOOD SUMMIT – FIVE YEARS LATER: The World Food Summit has been tentatively rescheduled for 10-13 June 2002, in Rome, Italy. For more information, contact the FAO: fax: +39 06 570 55249; e-mail: foodsummit@fao.org; Internet: <http://www.fao.org/worldfoodsummit/>