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SUMMARY OF THE SECOND MEETING OF THE GROUP OF FRIENDS OF THE CO-CHAIRS ON LIABILITY AND REDRESS IN THE CONTEXT OF THE CARTAGENA PROTOCOL ON BIOSAFETY: 8–12 FEBRUARY 2010

The second meeting of the Friends of the Co-Chairs on Liability and Redress under the Cartagena Protocol on Biosafety convened from 8–12 February, 2010 at the Putrajaya International Convention Center, in Putrajaya, Malaysia. The meeting attempted to conclude negotiations on international rules and procedures in the field of liability and redress for damage resulting from transboundary movements of living modified organisms (LMOs) in the context of the Biosafety Protocol, including: a supplementary protocol on liability and redress; guidelines on civil liability; the supplementary compensation scheme; and complementary capacity-building measures.

The meeting did not conclude the negotiation of a supplementary protocol, however it achieved significant progress on several of the most contentious issues that have been hampering progress in the negotiations, namely the elaboration of a legally-binding provision on civil liability. However, a number of issues remain outstanding, including the definitions of "operator," "products" of LMOs and "imminent threat of damage," the objective and the issue of financial security.

As a result, delegates decided to convene a third meeting of the Friends of the Co-Chairs in June 2010 in order to resolve all outstanding issues so the supplementary protocol can be adopted at the fifth meeting of the Conference of the Parties serving as Meeting of the Parties (COP/MOP5) to the Biosafety Protocol to be held in October 2010 in Nagoya, Japan.

A BRIEF HISTORY OF THE CARTAGENA PROTOCOL ON BIOSAFETY

The Cartagena Protocol on Biosafety addresses the safe transfer, handling and use of LMOs that may have adverse effects on biodiversity, taking into account human health, with a specific focus on transboundary movements. It includes an advance informed agreement procedure for imports of LMOs for intentional introduction into the environment, and also incorporates the precautionary approach and mechanisms for risk assessment and risk management. The Protocol establishes a Biosafety Clearing House (BCH) to facilitate information exchange and contains provisions on capacity building and financial resources, with special attention to developing countries and those without domestic regulatory systems. The Protocol entered into force on 11 September 2003 and currently has 157 parties.

NEGOTIATION PROCESS: In 1995, the second Conference of the Parties (COP 2) to the Convention on Biological Diversity (CBD), held in Jakarta, Indonesia, established a Biosafety Working Group (BSWG) to comply with Article 19.3 of the CBD, which requests parties to consider the need for, and modalities of, a protocol setting out procedures in the field of the safe transfer, handling and use of LMOs, resulting from biotechnology, that may have adverse effects on biodiversity and its components.

The BSWG held six meetings between 1996 and 1999. The first two meetings identified elements for the future protocol and helped to articulate positions. BSWG 3 developed a consolidated

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draft text to serve as the basis for negotiation. The fourth and fifth meetings focused on reducing and refining options for each article of the draft protocol. At the final meeting of the BSWG (February 1999, Cartagena, Colombia), delegates attempted to complete negotiations and submit the draft protocol to the first Extraordinary Meeting of the COP (ExCOP), convened immediately following BSWG 6. Despite intense negotiations, delegates could not agree on a compromise package that would finalize the protocol, and the meeting was suspended. Outstanding issues included: the scope of the protocol; its relationship with other agreements, especially those related to trade; its reference to precaution; the treatment of LMOs for food, feed or processing (LMO-FFPs); liability and redress; and documentation requirements.

Following suspension of the ExCOP, three sets of informal consultations were held, involving the five negotiating groups that had emerged during the negotiations: the Central and Eastern European Group; the Compromise Group (Japan, Mexico, Norway, the Republic of Korea and Switzerland, joined later by New Zealand and Singapore); the European Union; the Like-Minded Group (the majority of developing countries); and the Miami Group (Argentina, Australia, Canada, Chile, the US and Uruguay). Compromise was reached on the outstanding issues, and the resumed ExCOP adopted the Cartagena Protocol on Biosafety on 29 January 2000 in Montreal, Canada. The meeting also established the Intergovernmental Committee for the Cartagena Protocol on Biosafety (ICCP) to undertake preparations for COP/MOP 1, and requested the CBD Executive Secretary to prepare work for development of a BCH. During a special ceremony held at COP 5 (May 2000, Nairobi, Kenya), 67 countries and the European Community signed the Protocol.

ICCP PROCESS: The ICCP held three meetings between December 2000 and April 2002, focusing on: information sharing and the BCH; capacity building and the roster of experts; decision-making procedures; compliance; handling, transport, packaging and identification (HTPI) of LMOs; monitoring and reporting; and liability and redress.

COP/MOP 1: At its first meeting (February 2004, Kuala Lumpur, Malaysia), the COP/MOP adopted decisions on: information sharing and the BCH; capacity building; decision-making procedures; HTPI; compliance; liability and redress; monitoring and reporting; the Secretariat; guidance to the financial mechanism; and the medium-term work programme. The meeting agreed that documentation of LMO-FFPs, pending a decision on detailed requirements, would: use a commercial invoice or other document to accompany the LMO-FFPs; provide details of a contact point; and include the common, scientific and commercial names, and the transformation event code of the LMO or its unique identifier. Agreement was also reached on more detailed documentation requirements for LMOs destined for direct introduction into the environment. The meeting established a 15-member Compliance Committee, and launched the Working Group on Liability and Redress (WGLR), co-chaired by Jimena Nieto (Colombia) and René Lefeber (the Netherlands), under Article 27 of the Protocol, which requires the elaboration of international rules and procedures in the field of liability and redress for damage resulting from transboundary movements of LMOs, within four years after the Protocol's entry into force.

WGLR 1: At its first meeting (May 2005, Montreal, Canada), the Working Group heard presentations on: scientific analysis and risk assessment; state responsibility and international liability; and expanded options, approaches and issues for further consideration in elaborating international rules and procedures on liability and redress.

COP/MOP 2: At its second meeting (May/June 2005, Montreal, Canada), the COP/MOP adopted decisions on capacity building, and public awareness and participation; and agreed to establish an intersessional technical expert group on risk assessment and risk management. COP/MOP 2 did not reach agreement on detailed requirements for documentation of LMO-FFPs that were to be approved "no later than two years after the date of entry into force of this Protocol."

WGLR 2: At its second meeting (February 2006, Montreal, Canada), the Working Group focused on a Co-Chairs' working draft synthesizing proposed texts and views submitted by governments and other stakeholders on approaches, options and issues for liability and redress; and produced a non-negotiated and non-exhaustive, indicative list of criteria for the assessment of the effectiveness of any rules and procedures referred to under Article 27 of the Protocol.

COP/MOP 3: At its third meeting (March 2006, Curitiba, Brazil), the COP/MOP adopted detailed requirements for documentation and identification of LMO-FFPs, and considered various issues relating to the Protocol's operationalization, including funding for the implementation of national biosafety frameworks, risk assessment, the rights and responsibilities of transit parties, the financial mechanism and capacity building.

WGLR 3: At its third meeting (February 2007, Montreal, Canada) the Working Group considered a working draft text synthesizing views submitted by governments and other stakeholders on approaches, options and issues regarding liability and redress. The Co-Chairs presented the Working Group with a blueprint for a COP/MOP decision on international rules and procedures in the field of liability and redress.

WGLR 4: At its fourth meeting (October 2007, Montreal, Canada), the Working Group focused on the elaboration of options for rules and procedures for liability and redress, based on a working draft synthesizing submissions with respect to approaches and options on liability and redress in the context of Article 27. Delegates focused on streamlining options for operational text related to damage, administrative approaches and civil liability resulting in a consolidated text to be used for further negotiations.

WGLR 5: At its fifth meeting (March 2008, Cartagena, Colombia), the Working Group continued the elaboration of options for rules and procedures for liability and redress based on a revised working draft compiled by the Co-Chairs. Delegates agreed on certain core elements, including the definition of damage and further streamlined the remaining options. The Working Group decided to convene a Friends of the Co-Chairs

Group immediately before COP/MOP 4 to consider outstanding issues, including standard of liability, causation and the choice of instrument.

COP/MOP 4: The fourth meeting of the COP/MOP (May 2008, Bonn, Germany) marked the deadline for adopting a decision on international rules and procedures for liability and redress. While the meeting did not adopt an international regime, delegates decided to reconvene the Friends of the Co-Chairs Group to complete negotiations on an international regime on liability and redress based on a compromise that envisions a legally-binding supplementary protocol focusing on an administrative approach but including a provision on civil liability that will be complemented by non-legally-binding guidelines on civil liability. COP/MOP 4 also adopted decisions on, among other issues: the Compliance Committee; HTPI of LMOs; the BCH; capacity building; socioeconomic considerations; risk assessment and risk management; financial mechanism and resources; and subsidiary bodies.

CPLR 1: At the first meeting of the Group of Friends of the Co-Chairs on Liability and Redress under the Cartagena Protocol on Biosafety (February 2009, Mexico City, Mexico) all parties agreed for the first time to negotiate a supplementary protocol on liability and redress to the Biosafety Protocol. The meeting produced a draft protocol text that lays out an administrative approach to liability and redress and contains an enabling clause on civil liability. The administrative approach consists of definitions such as "damage," "imminent threat of damage," and "significant adverse effect;" scope and limitations of the supplementary protocol; and a primary compensation scheme.

REPORT OF THE MEETING

On Monday morning, 8 February 2010, Co-Chair Jimena Nieto (Colombia) opened the meeting calling for intensive negotiations to complete a draft supplementary protocol by the end of the week. Recalling the long and winding road of the negotiations, Charles Gbedemah, speaking on behalf of CBD Executive Secretary Ahmed Djoghlaf, urged delegates to finalize the negotiating text. Delegates then adopted the agenda and organization of work (UNEP/CBD/BS/GF-L&R/2/1 and Add.1).

SUPPLEMENTARY PROTOCOL ON LIABILITY AND REDRESS

During the week, delegates spent most of their time on the negotiation of the supplementary protocol on liability and redress. From Monday through Wednesday, the meeting completed two readings of the draft supplementary protocol text. From Wednesday night through Friday night the 24 regionally-selected representatives met behind closed doors to resolve an impasse regarding the inclusion of a legally-binding provision on civil liability in the supplementary protocol. This section summarizes the discussion on the supplementary protocol text article by article as contained in the draft protocol text that is annexed to the meeting's report (UNEP/CBD/BS/GF-L&R/2/3).

TITLE AND PREAMBLE: On the title, Mexico for the Latin American and Caribbean Group (GRULAC) proposed to refer to the supplementary protocol on liability and redress for damage resulting from the transboundary movement of LMOs. Japan noted that the title should be consistent with the objective.

On the preamble of the draft COP/MOP decision, delegates decided to reference Biosafety Protocol Article 27 (liability and redress) rather than restate it; and to "note" rather than "welcome" the global industry compact, debating whether any such reference should be included only after the global compact has been signed. The Co-Chairs introduced two additional preambular paragraphs to account for the complete history of negotiations.

***Outcome*:** The suggested official title of the supplementary protocol is: "Supplementary protocol on liability and redress on damage resulting from transboundary movements of LMOs to the Cartagena Protocol on Biosafety." The entire title is in brackets. In addition, the words "liability and redress" are bracketed.

The preamble (agreed *ad referendum*) states the parties to the supplementary protocol are parties the Biosafety Protocol and recalls Biosafety Protocol Article 27.

ARTICLE 1 (OBJECTIVE): On Monday, several countries presented alternative texts that would take into account: reference to damage and risks to human health; compensation mechanisms in case of damage; transit, handling, and use of LMOs in addition to transboundary movement; and issues of liability and redress. Paraguay preferred removing reference to "imminent threat of damage." All options were tabled for further consideration. Due to lack of time, delegates did not discuss the different options and only the wording tabled at the outset of the meeting was retained in brackets with a footnote that this paragraph has neither been discussed nor negotiated.

Outcome: Article 1 is bracketed in its entirety and states that the objective of the supplementary protocol is to contribute to ensure prompt, adequate and effective response measures are taken, in the event of damage or imminent threat of damage to the conservation and sustainable use of biological diversity resulting from LMOs that finds its origin from transboundary movements.

ARTICLE 2 (DEFINITIONS): Definitions were discussed as a separate item as well as in the context of other provisions.

Damage: The European Union (EU) proposed text stating that parties may use criteria set out in their domestic law to establish liability for any damage that falls within the scope of the supplementary protocol. Malaysia noted that this is an operative provision, and delegates agreed to consider it under the article on damage within the limits of national jurisdiction.

***Outcome*:** The definition stipulates that damage means an adverse effect on the conservation and sustainable use of biological diversity taking into account risks to human health that is measurable or observable taking into account, wherever available, scientific baselines recognized by a competent authority; and is significant as set out in the paragraph on significant adverse effect.

Imminent Threat of Damage: GRULAC and the African Group wanted to retain the definition, opposed by China, stressing that it goes beyond the scope of the Biosafety Protocol. Delegates discussed whether to include a list of sources of best available scientific knowledge, but could not agree on this.

***Outcome*:** This definition is bracketed and reads: imminent threat of damage is defined as an occurrence or occurrences determined, on the basis of best available scientific and other relevant information, to be likely to result in damage if not addressed in a timely manner. Reference to imminent threat remains bracketed throughout the draft supplementary protocol.

Incident: Brazil said this definition could be removed once agreement on other issues such as imminent threat of damage is achieved, whereas Mexico supported retaining it.

***Outcome*:** This definition is bracketed in its entirety and contains bracketed references to occurrences "originating in/from" transboundary movement of LMOs "having the same origin" and "creates grave and imminent threat of damage." The definition refers to any occurrence or series of occurrences originating in/from a transboundary movement of LMOs having the same origin that causes damage or creates an imminent threat of damage.

Operator: Delegates discussed three different options, one containing a list of possible operators, a shorter descriptive definition and a longer one. Brazil, China, India and South Africa supported the brief descriptive option referring to any person in operational control of the activity at the time of the incident causing damage. In the longer definition, delegates agreed to delete a reference to domestic law. The African Group supported the option listing a number of possible operators.

Delegates then considered a consolidated proposal for the definition of operator incorporating a more descriptive definition with a list of operators. Delegates debated whether to introduce an additional qualifier referring to any person to whom intentional commission of the act or reckless negligence can be attributed. Switzerland asked to retain the reference to the permit holder and to include a provision that domestic law will determine who the operator is. India asked to explicitly exclude farmers from the list of operators, while New Zealand said that in some cases it could be necessary to attach liability to large-scale farmers.

The African Group opposed the qualifier "operational" control, noting that the operator may exert indirect forms of control. India said the unqualified reference to control would be too broad, and the qualifier "operational" was necessary to channel liability. Brazil questioned whether the integrated definition captured the need for a causal link between activity and damage, with Colombia stressing the need to pinpoint the person to whom responsibility will be channeled. Malaysia said that the definition of operator for the administrative approach might differ from the one used for civil liability.

***Outcome*:** The definition of operator is bracketed throughout and stipulates that, in relation to response measures, operator means any person in "direct or indirect" or "operational" control of "the activity at the time of the incident causing damage resulting from the transboundary movement of LMOs" or "of the LMO at the time that the condition giving rise to the damage arose" and "could include, as appropriate and as determined by domestic law, the permit holder, person who placed the LMO on the market, developer, producer, notifier, exporter, importer, carrier or supplier."

Response Measures: Delegates discussed whether to limit restoration of biodiversity "to the extent it is technically and economically feasible," and eventually decided to delete this reference. Brazil and New Zealand raised concerns about overly burdensome obligations. Delegates noted that secondary response measures to restore biodiversity loss by replacing it with other components of biodiversity serve as backup when the primary measure cannot be implemented. They agreed to leave the determination of feasibility of these measures to the competent authority. Brazil proposed that response measures be defined by domestic law, but delegates agreed to delete any references to domestic law in the definition.

***Outcome*:** Response measures are defined as reasonable actions, in the event of damage or imminent threat of damage: to avoid, minimize, contain or mitigate damage or take the necessary preventive measures in case of imminent threat of damage, as appropriate; and to restore biological diversity through actions to be undertaken in the following order of preference:

- restoration of biological diversity to the condition that existed before the damage occurred, or its nearest equivalent, and where the competent authority determines this is not possible;
- restoration by, *inter alia*, replacing the loss of biological diversity with other components of biological diversity, for the same, or for another type of use at the same or, as appropriate, at an alternative location.

Significant Adverse Effect: Delegates decided to qualify as indicative, rather than exhaustive, the list of factors determining significant adverse effect. Delegates discussed whether to retain a factor on adverse effects to local and regional biodiversity, but could not agree and eventually the factor was deleted.

***Outcome*:** The definition states that a "significant" adverse effect on the conservation and sustainable use of biological diversity, is to be determined on the basis of factors, such as: long-term or permanent change, understood as a change that will not be redressed through natural recovery within a reasonable period of time; the extent of the qualitative or quantitative changes that adversely affect the components of biological diversity, the reduction of the ability of components of biological diversity to provide goods and services; and the extent of any adverse effects on human health in the context of the Biosafety Protocol.

ARTICLE 3 (SCOPE): The discussion on the supplementary protocol's scope focused on whether or not it should apply to products of LMOs and to human health. On human health, delegates discussed whether to refer to "damage," to "risks to" or to the "adverse effects on" human health. In the second reading, delegates agreed to refer to "risks to," rather than to "adverse effects on" human health in order to maintain consistency with language in other articles of the supplementary protocol.

In discussions on the relationship between LMOs and "products thereof" delegates debated whether the use of the term "products" was redundant. A small group meeting helped

resolve a debate on risks and the scientific definition of LMO products as containing "replicable genetic material." Delegates debated a Co-Chairs' proposal referring to "including products thereof containing LMOs" but then agreed to retain the original wording "and products thereof" in brackets. Delegates again considered scope during the closed-door negotiations. Regarding what originates in a transboundary movement, delegates debated whether to refer to "LMOs," or to the "activities" involving LMOs. Both "LMOs" and "activities" remain in brackets along with the reference to "products thereof."

***Outcome*:** Article 3, on functional scope, states that the supplementary protocol applies to damage to the conservation and sustainable use of biological diversity, taking into account risks to human health. It further stipulates that the supplementary protocol accounts for transboundary movement regarding the transport, transit, handling and use of LMOs and "products thereof", provided that these LMOs/activities find their origin in a transboundary movement of LMOs. The alternative wording "LMOs" and "activities" remains bracketed. It further sets out that LMOs include those: intended for direct use as food or feed, or for processing; destined for contained use; and intended for intentional introduction to the environment.

A further paragraph stipulates that with regard to intentional transboundary movement of LMOs, the supplementary protocol applies to damage resulting from any authorized use of LMOs and "products thereof." A final paragraph describes that the supplementary protocol also applies to unintentional transboundary movements, as covered in Article 17 of the Biosafety Protocol, as well as illegal transboundary movements, as referred to in Article 25 of the Biosafety Protocol. The term "products thereof" remains bracketed throughout the text.

ARTICLE 4 (GEOGRAPHIC SCOPE): Regarding the provision on geographic scope, delegates debated how to limit the scope to damage arising out of transboundary movements of LMOs and chose to use language consistent with the Cartagena Protocol to qualify the scope of LMOs as the "transboundary movement, transit, handling and use of all LMOs."

With regards to domestic law, delegates agreed that the supplementary protocol "shall" apply to damage resulting from the transboundary movement of LMOs from non-parties. Liberia favored retaining text that specified parties should not be restricted from requiring domestic measures to address damage although the majority of delegates favored its deletion.

***Outcome*:** Article 4 (agreed *ad referendum*) on geographic scope, states that the supplementary protocol applies to damage that occurred in the areas within the limits of the national jurisdiction of parties resulting from activities referred to in Article 3 (functional scope). A second paragraph states that "parties may use criteria set out in their domestic law in order to establish liability for any damage that falls within the limits of their national jurisdiction." It states the protocol "shall" apply to damage resulting from the transboundary movement of LMOs due to non-parties.

ARTICLE 5 (LIMITATIONS): Delegates agreed to delete a reference stating that the supplementary protocol would not cover a different use of the same LMO under a new authorization. With regard to the timeframe for action, delegates adopted text stating the supplementary protocol applies to transboundary movements after its entry into force. Delegates agreed to delete a reference that the supplementary protocol shall not restrict domestic law from dealing with damage that started before the supplementary protocol enters into force.

***Outcome*:** Article 5 (agreed *ad referendum*), on limitations in time, states that the supplementary protocol applies to damage that results from a transboundary movement of LMOs that started after the entry into force of the supplementary protocol for the party into whose jurisdiction the transboundary movement was made.

ARTICLE 6 (CAUSAL LINK): Delegates decided to replace the original language on transfer of authorization, with text taken from Article 4 on causal links between the damage and the activity in question.

***Outcome*:** Article 6 (agreed *ad referendum*) sets out that a causal link needs to be established between the damage and the activity in question in accordance with domestic law.

ARTICLE 7 (PRIMARY COMPENSATION SCHEME): This article addresses the respective roles and obligations of the operator and the competent authority in implementing domestic response measures. On the question whether the competent authority could also require the operator to take preventive action in the event of an "imminent threat of damage," China, Paraguay, South Africa and Mexico expressed concerns as to its implications. The Secretariat was asked to prepare a paper to explore the concept in more detail, and brackets around "imminent threat of damage" were retained throughout the text. Delegates rejected an EU suggestion to have the operator inform the authority only "where necessary" and take action independently where not. A Brazilian proposal to explicitly attribute the burden of proof of damage to the competent authority was also rejected.

Delegates agreed that the competent authority "shall" rather than "should" identify operators, assess damage and take appropriate response measures. The qualifier "in accordance with domestic law" was deleted. A separate paragraph proposed by Brazil, accounting for the possibility of domestic civil liability regimes to provide for response measures, was moved to the end of the article. The EU sought to introduce an additional paragraph stating that domestic legislation may establish which components of biodiversity require response measures, but met objections by India and Norway.

Concerning remedies available to the operators with respect to decisions taken by the competent authority, it was agreed that domestic law shall also provide for an opportunity for "administrative or judicial" review of the decisions, with China objecting to the word "independent" and Brazil requesting references to courts. Delegates decided that recourse to remedies by the operator shall not impede the competent authority from taking effective response measures "under appropriate circumstances," with Malaysia, Ethiopia, New Zealand and Switzerland pointing to the need for such a clause to address emergency situations.

A final paragraph requiring decisions of the competent authority to be "consistent with international law" was deleted from the article, following discussions whether trade barriers

could potentially result from these decisions. Brazil pointed to the concept of "imminent threat of damage" in this regard, but could be reassured that its concerns would be addressed in other places. All references to international obligations remain bracketed.

***Outcome*:** Article 7 contains seven paragraphs. The first states that parties shall provide for domestic response measures consistent with the provisions outlined below and shall implement them in accordance with domestic law. The second paragraph obliges parties to require, subject to any requirements of the competent authority, certain actions from the operator, in the event of damage and potentially also in the event of an imminent threat of damage, namely to: immediately inform the competent authority; evaluate the damage or the threat of damage; and take appropriate response measures.

Paragraph three states that the competent authority shall identify the operator that has caused the damage, evaluate it and determine which response measures should be taken by the operator. Paragraph four states that the competent authority may implement appropriate response measures, including, in particular, when the operator has failed to do so.

Paragraph five provides for the right of the competent authority to recover from the operator the costs and expenses of, and incidental to, the evaluation of the damage and the implementation of any appropriate response measures. It also states that parties may, in their domestic law, provide for other situations in which the operator may not be required to bear the costs and expenses.

Paragraph six states that decisions of the competent authority should be reasoned and notified to the operator, requiring parties to allow for an administrative or judicial review of such decisions and obliging the competent authority to inform the operator of any remedies available. Recourse to such remedies shall not impede the competent authority from taking response measures in appropriate circumstances, unless otherwise provided by domestic law.

The final paragraph states that, in implementing Article 7 and with a view to defining the specific response measures to be required or taken by the competent authority, parties may, as appropriate, assess whether response measures are already addressed by their domestic law on civil liability. Reference to imminent threat of damage is in brackets.

ARTICLE 8 (EXEMPTIONS AND MITIGATIONS): Delegates discussed several options addressing exemptions and mitigations with respect to the operator's liability, including a list of exemptions. After some debate, delegates agreed that the guidance provided shall neither be exhaustive nor binding, and decided to delete the paragraph containing a list of exemptions and mitigating factors. They agreed on a concise paragraph on exemptions and, upon a request by New Zealand, Paraguay and the EU, introduced reference to "exemptions and mitigation as parties deem fit."

***Outcome*:** Article 8 (agreed *ad referendum*) contains two paragraphs. The first states that parties may provide for exemptions in case of acts of God or *force majeure*, and war or civil unrest. The second allows parties to provide, in their domestic law, for any other exemptions or mitigations as they may deem fit.

ARTICLE 9-11 (LIMITATIONS): On Tuesday, delegates agreed on three articles: one concerning the operator's right to seek recourse from third parties and two others allowing parties to provide for temporal and financial limits to recovering costs and expenses for response measures. Delegates also agreed not to set specific time limits or set a maximum to the amount of recoverable costs and expenses, while still explicitly providing for the discretion to provide for both under their domestic law.

***Outcome*:** Article 9 (agreed *ad referendum*) states that the supplementary protocol shall not limit or restrict any right of recourse or indemnity that an operator may have. Article 10 (agreed *ad referendum*) allows for parties to provide, in their domestic law, for relative and/or absolute time limits including actions related to response measures and the commencement of the period to which a time limit applies. Article 11 (agreed *ad referendum*) provides for financial limits for the recovery of costs and expenses related to response measures.

ARTICLE 12 (FINANCIAL SECURITY): Delegates debated at length a provision by which parties may require operators to establish and maintain financial security, with GRULAC requesting its deletion. Brazil said that the provision would be difficult to operationalize, send a negative signal to the biotechnology industry, and hamper entry of small- and medium-sized national enterprises into the sector. The African Group urged delegates to retain the provision since it is in the national interest of certain countries. The Philippines said investment in biotechnology programmes is a national priority. Malaysia pointed out that this provision would not hamper biotechnology, and that industry has been actively seeking financial security. Delegates could not agree on a way forward in this matter.

***Outcome*:** This article is bracketed in its entirety and contains several bracketed phrases. The first paragraph states that parties may, consistent with international law or obligations, require the operator to establish and maintain, during the period of any applicable time limit, financial security, including through self-insurance. References to international law or obligations are in brackets.

A second paragraph states that parties are urged to take measures to encourage the development of financial security instruments and markets by the appropriate economic and financial operators, including financial mechanisms in case of insolvency, with the aim of enabling operators to use financial guarantees to cover their responsibility.

ARTICLE 13 (CIVIL LIABILITY): Delegates spent three days seeking agreement on civil liability. The issue was addressed in plenary on Tuesday and Wednesday. On Wednesday night, all day and into the night on Thursday, and on Friday negotiations continued behind closed doors in a small group consisting of only the 24 regionally-selected friends of the Co-Chairs, excluding delegates participating as advisors and observers. Several times the negotiations were suspended to allow for regional consultations and bilateral meetings between specific countries and regions. Over the week the debate evolved from the consideration of a general provision on civil liability

towards a differentiated treatment of civil liability for damage to biodiversity and damage so far not addressed under the supplementary protocol (traditional damage).

On Tuesday, delegates addressed the first paragraph, which contained two options: one setting out that parties may or may not develop a civil liability system or may apply their existing one in accordance with their needs to deal with LMOs; and one obliging countries to provide in their domestic law for rules and procedures that address liability and redress, specifying that to implement them parties may apply or develop their existing laws, a specific liability regime, or a combination of both.

The EU, Japan and Paraguay supported the first option, whereas the African Group, India, Brazil, Colombia, Cuba, Ecuador, Mexico and Norway supported the second. Malaysia explained that the first option was introduced as a clarification rather than as a separate option. The EU and Japan insisted that they constituted two separate options. Following consultations, delegates agreed to work, on a provisional basis, on the second option stipulating that parties shall provide in their domestic law for rules and procedures for liability and redress. Paraguay requested to insert alternative wording that parties "may or may not," rather than "shall" provide such rules. The EU suggested alternative language to the effect that if a party identifies a need for measures additional to the administrative approach, it may address this need by applying civil liability approaches. Malaysia and Ethiopia opposed, arguing the text constituted a rollback from the earlier agreement.

Co-Chair Lefeber produced a compromise stating: parties shall provide in their domestic law for rules and procedures that address liability and redress for damage to biodiversity; and, in order to implement this obligation, parties shall implement the supplementary protocol and may or may not apply civil liability approaches.

Delegates then discussed the need to include a non-derogation clause stating that nothing in the supplementary protocol shall derogate from parties' rights to provide in their domestic law for rules and procedures that address damage other than defined under the supplementary protocol. Malaysia stressed the need to also work towards a legally-binding civil liability regime covering all kinds of damage, starting with a binding civil liability provision.

On Wednesday, Co-Chair Lefeber presented options on civil liability, which were developed following Tuesday's discussions. He noted that the text reflects the view of many delegations and includes one paragraph addressing damage to biological diversity as defined in the supplementary protocol, and two paragraphs regarding traditional damage. The first one states that nothing in the supplementary protocol shall derogate from the right of parties to provide in their domestic law for rules and procedures that address damage other than that defined in the supplementary protocol, by applying or developing their existing domestic laws on civil liability. The second paragraph states that parties shall provide for such rules and that they may or may not apply or develop civil liability approaches.

While the integrated first paragraph addressing damage to biodiversity including through civil liability approaches found broad agreement, contentious discussions continued over the two paragraphs covering traditional damage. Behind closed doors, delegates sought to find a solution for the impasse that had arisen over the two original paragraphs addressing traditional damage. A regional group proposed to simply add a provision that parties may exercise their right by using civil liability approaches at the end of the non-derogation clause. The longer paragraph imposing positive obligations was bracketed as a whole. Many developing countries insisted that it was more important to spell out positive obligations, which could be followed by a non-derogation clause. In the end a non-derogation clause was not included.

On Friday the closed group of Friends of the Co-Chairs considered the compromise language that parties should assess whether their domestic law provides for adequate rules and procedures on civil liability for types of damages incidental to damage to biodiversity. This proposal was initially not welcomed by the African Group. Following consultations, a footnote was included that the African Group reserves the right to revisit the wording of this paragraph. Others also questioned the legal implications since damage incidental to damage to biodiversity is narrower than traditional damage usually covered under national civil liability systems.

Delegates then returned to the next paragraph of the civil liability provision that had already been discussed at previous liability and redress meetings and lists the different elements that could form part of any specific civil liability regime, such as damage, standard of liability, channeling of liability, financial security and right to bring claims.

Delegates then briefly discussed whether to add enforcement of foreign judgments to this list, but eventually agreed not to include any provisions on enforcement of foreign judgments since some countries upheld their categorical opposition. For the two last paragraphs, delegates debated at length whether the operative verb should be "should," "shall" or "may" and could not agree on the issue. As a result, all three verbs remain bracketed in the text.

***Outcome*:** The article on civil liability consists of three provisions: one addressing general implementation and civil liability approaches with regard to damage to biodiversity; another on damage incidental to damage to biodiversity; and the final one listing elements of civil liability approaches.

The first paragraph does not contain any brackets and stipulates that parties shall provide in their domestic law for rules and procedures that address damage to biodiversity resulting from the transboundary movements of LMOs. To implement this obligation, parties shall provide for response measures in accordance with this supplementary protocol and may, as appropriate: apply their existing domestic laws, including, where applicable, general rules and procedures on civil liability; apply or develop civil liability rules and procedures specifically for this purpose; or apply or develop a combination of both.

The second paragraph is bracketed in its entirety and in addition contains three possible operative verbs "shall, should" or "may" in brackets. It stipulates that: parties [should][shall] [may] assess whether their domestic law provides for adequate rules and procedures on civil liability for material or personal damage incidental to the damage to biodiversity and consider the three possible civil liability approaches already set out above.

In the third paragraph, only the three possible operative verbs remain bracketed. It stipulates that: when developing rules and procedures as referred to above, parties [should][shall][may], as appropriate, address, *inter alia*, the following elements: damage, standard of liability, including strict or fault-based liability; channeling of liability, where appropriate; and right to bring claims.

ARTICLE 14 (REVIEW): Review of the supplementary protocol was discussed in plenary on Wednesday and in the small group on Friday evening. The discussion focused on: whether the first review should take place after a fixed number of years or once sufficient experience has been gained; whether to align the review process and periodicity of the supplementary protocol with that of the Biosafety Protocol; and whether to include reference to specific instances of damage as content for the review.

On Friday, behind closed doors, delegates agreed to compromise language stipulating a periodic review every five years.

***Outcome*:** Article 14 (agreed *ad referendum*) states that the COP/MOP shall undertake a review five years after the supplementary protocol's coming into force and every five years thereafter, provided that information requiring such a review has been made available by parties. The review shall be undertaken in the context of Biosafety Protocol Assessment and Review unless otherwise decided by the parties to the supplementary protocol. Furthermore, the first review shall include a review of the effectiveness of Article 13 (civil liability).

ARTICLES 15-23 (INSTITUTIONAL PROVISIONS): The meeting addressed institutional provisions on Monday evening. Delegates agreed that non-parties to the supplementary protocol could participate as observers and decided that the COP/MOP serve as "meeting of the parties" to the supplementary protocol instead of as "governing body." Delegates also adopted an article specifying that the supplementary protocol neither modifies nor amends the Biosafety Protocol, nor derogates from parties' rights and obligations under the CBD, while being subject to both, unless explicitly stated otherwise.

Delegates agreed to delete text on amendments and to retain text on reservations in brackets.

***Outcome*:** Article 15 (agreed *ad referendum*) states that the supplementary protocol shall not affect the rights and obligations of states with respect to the responsibility of states for internationally wrongful acts.

Article 16 (agreed *ad referendum*) states: that the COP/MOP shall serve as the meeting of parties to the supplementary protocol; and the COP/MOP shall keep the supplementary protocol's implementation under review and make the decisions necessary to promote its effective implementation. The COP/MOP shall also perform the functions assigned to it by the supplementary protocol and, *mutatis mutandis,* the functions assigned to it by paragraphs 4(a) and (f) of Biosafety Protocol Article 29 (COP/MOP).

Article 17 (agreed *ad referendum*) establishes that the CBD Secretariat shall serve as secretariat for the supplementary protocol.

Article 18 (agreed *ad referendum*) states that: the supplementary protocol shall supplement the Biosafety Protocol and neither modify nor amend it; nothing in the supplementary protocol shall derogate from the rights and obligations of its parties under the Convention and the Biosafety Protocol; and that the provisions of the Convention and the Biosafety Protocol shall apply to the supplementary protocol, unless otherwise stated.

Articles 19, 20, 22 and 23 contain standard procedures for signature, ratification, withdrawal and deposit and minimum ratification for entry into force. Dates and details remain to be inserted.

Article 21 is in brackets. It states that no reservations may be made to the supplementary protocol.

GUIDELINES ON CIVIL LIABILITY

On Wednesday, delegates discussed how to move forward on the guidelines on civil liability, which were considered briefly for the first time since they were developed during COP/MOP 4, based on section 2 of the annex of Decision BS-IV/12.

Switzerland proposed revising the guidelines on liability and redress in light of the UNEP draft guidelines for the development of national legislation on liability, response action and compensation for damage from activities dangerous to the environment. Pointing to the requirement for circulating legally-binding instruments at least six months before their adoption, delegates decided to close discussion on the guidelines on civil liability during this meeting in order to focus on resolving outstanding issues in the supplementary protocol. Delegates discussed different ways forward, including electronic consultations on the guidelines or convening an additional meeting of the Friends of the Co-Chairs directly prior to COP/MOP 5, and decided to further negotiate the guidelines during an additional meeting of the Friends of the Co-Chairs group. On Friday in plenary, Co-Chair Lefeber proposed that the Co-Chairs prepare negotiating text for further elaboration.

***Outcome*:** The report of the meeting (UNEP/CBD/BS/GF-L&R/2/3) states that the draft guidelines were not negotiated during this meeting and requests the Co-Chairs to prepare draft guidelines on the basis of Appendix II of the draft decision annexed to the report and circulate them to the Friends of the Co-Chairs, prior to their next meeting.

ADDITIONAL AND SUPPLEMENTARY COMPENSATION SCHEME

Delegates considered operational texts on the supplementary compensation scheme annexed to Decision BS-IV/12. The majority of delegates favored deletion of the paragraphs on residual state liability, but the African Group requested to retain them. Most delegates also preferred not to retain a provision on supplementary collective compensation arrangements. Delegates agreed to insert two simplified options on residual state liability into the draft COP/MOP decision annexed to the meeting's report.

***Outcome*:** Appendix III to the draft COP/MOP decision addresses the supplementary compensation scheme and contains two bracketed alternative options on residual state liability. The first option states that where a claim for damages has not been satisfied by an operator, the unsatisfied portion of that claim

shall be fulfilled by the state where the operator is domiciled or resident. The second option stipulates that for damage resulting from transboundary movement of LMOs, primary liability shall be that of the operator with residual state liability.

CLOSING PLENARY

The closing plenary convened at 1:00 am on Saturday morning, 13 February. Delegates agreed *ad referendum* to Article 4 of the proposed supplementary protocol on limitations of scope, including a reference stating that parties may use criteria set out in their domestic law to address damage that occurs within the limits of their national jurisdiction.

Malaysia requested reflecting in the meeting's report that the Republic of Korea and Iran should replace Bangladesh and Palau as regional representatives to the Friends of the Co-Chairs at their third meeting, to which delegates agreed. The EU, Paraguay, Japan and China each requested increasing the number of advisors allowed to attend the next meeting of the Friends of the Co-Chairs, to which the group agreed after some discussion. After a debate on the procedure for submitting credentials including full voting powers to adopt the supplementary protocol for COP/MOP 5 and other procedural questions, delegates adopted the meeting's report (UNEP/CBD/BS/GF-L&R/2/3) with amendments.

Lefeber commended participants for their efforts during the week, noting that the process was on a clear trajectory towards adopting a supplementary protocol at COP/MOP 5. He said while numerous difficult issues remain to be resolved, he could no longer envision the process failing. Lefeber called upon parties to provide funding for the third meeting of the Friends of the Co-Chairs. Noting that observers would be excluded from the meeting, he explicitly invited the *Earth Negotiations Bulletin* to participate in and report on the meeting. He thanked the Government of Malaysia for hosting this meeting and gaveled the meeting to a close at 2:20 am.

***Outcome*:** The report of the meeting (UNEP/CBD/BS/GF-L&R/2/3) contains a section on the meeting's conclusions. A draft COP/MOP decision is annexed to the report. The draft COP/MOP decision contains three appendices on: the draft supplementary protocol; draft guidelines on civil liability; and text on a supplementary compensation scheme.

The conclusions of the meeting state: that the Friends of the Co-Chairs agreed to further negotiate the rules and procedures on liability and redress in the context of the Biosafety Protocol on the basis of the three appendices to the draft decision annexed to the report.

The report further states that the meeting requests to convene another meeting of the Friends of the Co-Chairs prior to COP/MOP 5; and agreed to hold the meeting in Montreal for three days, subject to availability of funds, on 17-19 June 2010, preceded by one day of informal consultations in regional groups. The paragraph also establishes that the composition of the group will be the same as for the first meetings but with new numbers of advisors for each regional group, namely: six for Africa; seven for GRULAC; four for the EU, two each for Japan and China; and one each for India, Malaysia, the Philippines, New Zealand, Norway and Switzerland. Observers are not invited to the meeting.

The report further requests: the Co-Chairs to prepare draft guidelines on civil liability; the Secretariat to prepare an informal document on the concept of imminent threat of damage and its technical and legal implications; and the Executive Secretary to communicate to parties to the Biosafety Protocol the need to submit the credentials of their representatives to COP/MOP 5 as well as credentials for full voting powers to adopt a supplementary protocol on liability and redress.

The report recommends that COP/MOP 5 establish a legal drafting group at the beginning its meeting to review the legal consistency and accuracy of the supplementary protocol text in the six UN languages, and calls upon parties to provide voluntary contributions to facilitate participation of representatives from the eligible parties to the third Friends of the Co-Chairs meeting.

A BRIEF ANALYSIS OF THE MEETING

The second meeting of the Friends of the Co-Chairs on Liability and Redress was intended to be the last substantive negotiation on the supplementary protocol before the six-month deadline required for circulation of legally-binding instruments. Expectations were high, since a supplementary protocol would undoubtedly be the main outcome of COP/MOP 5 in Nagoya, Japan in October. The host city, Putrajaya, stood ready to become the namesake of a successfully completed supplementary protocol, with "jaya" being the Malay word for success. The venue, a modern conference center far away from the distracting buzz of Kuala Lumpur, provided the perfect setting for a tough and focused round of final negotiations.

At the end of the week, however, it was clear that it would take more than the right facilities and blessings of "jaya" to achieve success. When plenary finally reconvened after almost 48 hours of closed-door discussions, not much success could be reported aside from a text on civil liability that was "agreed in principle," still containing brackets around the operative verbs "should/shall/may". With numerous outstanding issues remaining, delegates pondered how much headway the meeting really made towards adopting a supplementary protocol.

This brief analysis will revisit the most contentious points during the talks and assess how the outcomes of the meeting will affect the prospect for adopting the supplementary protocol at COP/MOP 5.

CIVIL LIABILITY—THE GHOST OF NEGOTIATIONS PAST

Civil liability with regard to damage from transboundary movements of LMOs has always been a controversial issue. Article 27 on liability and redress of the Cartagena Protocol resulted directly from a deadlock on this element during the biosafety negotiations, and then formed the basis of the follow-up process on liability and redress mandated at COP/MOP 1 in 2004 in Kuala Lumpur. The deadlock seemed to be finally resolved at COP/MOP 4 in Bonn in 2008, where delegates agreed to work towards a legally-binding instrument based on the administrative approach with one provision on civil liability. In

Putrajaya, however, positions remained firm between those who strived for a legally-binding provision on civil liability, including the African Group and a number of developing countries led by Malaysia, and those who opposed any such endeavors, primarily the EU and Japan.

A year ago, during the first meeting of the Friends of the Co-Chairs on Liability and Redress in Mexico City, the tide seemed to have shifted towards a legally-binding provision, but in Putrajaya it was clear from the outset that a number of parties preferred a weaker outcome and, in order to accept any civil liability provision, demanded that full deference be given to domestic law. Some wondered if this was just a bargaining chip, but it soon turned out to be the bottom line for the opponents of a legally-binding provision. The reason for this tough stance, as delegates explained, is that international harmonization of domestic civil liability systems has proven very difficult. Hence some of the key provisions attached to civil liability, such as enforcement of foreign judgments and cross-border compensation for damages remain a "no-go" area for many parties. Even within regional groups, national civil liability systems are fiercely protected and supranational bodies such as the European Union usually do not have the competence to deal with such issues. The European Union is mandated to negotiate biosafety issues, but does not have the mandate to address civil liability, which turns its negotiating position into a delicate balancing act—one that others interpreted as lacking flexibility to compromise.

Against this background, it is an achievement that the first part of the article on civil liability, namely the enabling provision referencing civil liability approaches for damage to biodiversity, was finally resolved. This success was offset, however, by contentions around newly introduced wording with respect to traditional damage. In contrast to the narrow definition of damage to biodiversity under the Biosafety Protocol, traditional damage includes broader types of damage such as personal injury, damage to property or economic loss. The introduction of a provision on traditional damage was a necessary clarification with regard to the type of damage that could be covered by a civil liability approach; yet the ensuing protracted debates exhausted most of the time in closed-door negotiations. The new fault line emerged when developing countries insisted on a positive obligation to use civil liability approaches in regard to all forms of damage, whereas a number of developed countries were only ready to go as far as including a non-derogation clause. Such a provision would simply clarify that nothing in the protocol takes away the right of parties to provide for domestic rules and procedures on civil liability for traditional damage. Matters were further complicated when, in order to secure a positive obligation to apply civil liability approaches in regard to traditional damage, some developing countries agreed to replace "traditional damage," with damage "incidental to damage to biodiversity." Initially this more limited wording was opposed by the African Group and some others since it could be inconsistent with existing national civil liability systems that cover all kinds of damage. According to one delegate, such a provision would constitute a dismantling clause rather than an enabling clause. Still the new wording was retained in brackets as part of a political compromise.

The article on civil liability still contains brackets around the operative verbs "shall," "should" or "may," in key provisions, which will ultimately determine whether it will be binding or not. The outcome is thus a cease-fire rather than a compromise. If delegates should decide to again engage in protracted discussions on this issue at the next Friends of the Co-Chairs meeting in Montreal, there will be little chance that they will have time to address the other outstanding issues of the supplementary protocol.

SUBSTANTIVE GAPS—THE GHOST OF NEGOTIATIONS PRESENT

Apart from Article 13 on civil liability, there are a number of provisions in the supplementary protocol that still need to be finalized.

A lingering issue is the definition of "imminent threat of damage," which is affected by substantial uncertainty as to what the impacts of including such a concept could be. The question is whether and to what extent domestic response measures could also be invoked with preventive intent. Some delegates expressed concern that leaving the interpretation of this relatively new concept to the competent national authority could open the gates to non-tariff trade barriers. To dissipate this uncertainty, the meeting decided to commission a study on the legal and technical implications of this concept—an approach that should lead to better understanding of different perspectives and pave the road towards a straightforward discussion between now and COP/MOP 5.

Financial security could be the elephant in the room. The current bracketed provision states that parties may require the operator to establish and maintain financial security, such as insurance. A number of parties already signaled they cannot accept such a provision, whereas others would at least allow countries who want to impose such measures to institute them. Points of view differed between importers of LMOs requiring insurance and exporters placing emphasis on unencumbered access to all markets. A number of delegates commented that it is hard to envision language that could bring these competing concerns together. Interestingly, while government positions remain inflexible, industry, which historically opposed the provision, is now proactively seeking to develop financial security mechanisms, including the proposed global industry compact, which serves as a form of self-insurance. One of the key features of the compact is that it limits the amount of compensation in the event of damage. This would make the economic risk of insurance more predictable and, therefore, remove one of the main obstacles to making damage from LMOs insurable.

An overarching problem is basic scientific uncertainty—reflected at this meeting in protracted debates between lawyers and scientists about what constitutes LMOs. Debates on risk assessment circled around the definition of LMOs and "products thereof," but the problem ultimately remains unresolved.

This issue is important because scientific advancement could inadvertently expand the scope of the Biosafety Protocol as the current definition does not provide a clear delimitation of what is an LMO and what is not, leading to uncertainty and concerns among delegates with regard to the supplementary protocol's implementation. Despite a small group meeting that deliberated the scientific relationship between "replicable genetic material" and "living modified organisms," delegates could not develop a common understanding regarding the scientifically correct legal language. As it stands, the bracketed text refers to risk from "LMOs and products thereof," indicating that "products" are not actually LMOs themselves. This issue needs resolution before the functional scope of the supplementary protocol can be finalized.

THE GHOSTS OF NEGOTIATIONS FUTURE?

The substantive gaps resulting from a lack of time to effectively engage on key issues relating to the administrative approach at the Putrajaya meeting could come back to haunt delegates in Nagoya. While it has been agreed to arrange another meeting prior to COP/MOP 5 in order to finalize the supplementary protocol, many were repentant that they were not able to crack more of the hard nuts at this meeting and provide a cleaner version of the draft supplementary protocol for circulation. As one delegate put it, the pace of negotiations will have to speed up if we "shall" adopt a supplementary protocol at Nagoya, or else we "may or may not" succeed. Facing the ghosts of negotiations future and a possible failure of the negotiations, delegates might be able to finally exorcise the ghosts of negotiations past and present.

UPCOMING MEETINGS

THIRD INTERNATIONAL MEETING OF ACADEMIC INSTITUTIONS AND OTHER ORGANIZATIONS INVOLVED IN BIOSAFETY EDUCATION AND TRAINING: This meeting will be held from 15-17 February 2010 in Tsukuba, Japan. For more information, contact: CBD Secretariat; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@cbd.int; internet: http://www.cbd.int/doc/?meeting=BETAIO-03

CITES COP 15: The fifteenth meeting of the Conference of Parties to the Convention on International Trade in Endangered Species (CITES) will take place from 13-25 March 2010, in Doha, Qatar. The meeting will be preceded and followed by the 59th and 60th meeting of the CITES Standing Committee. For more information, contact the CITES Secretariat: tel: +41-22-917-8139/40; fax: +41-22-797-3417; e-mail: info@cites.org; internet: http://www.cites.org

CBD WORKING GROUP ON ACCESS AND BENEFIT-SHARING (ABS 9): ABS 9 will be held from 22-28 March 2010, in Cali, Colombia. It will be preceded by two days of regional and interregional consultations, from 20-21 March 2010, and a three-day inter-regional informal consultation hosted by the Working Group Co-Chairs, from 16-18 March 2010. For more information, contact: CBD Secretariat; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@cbd.int; internet: http://www.cbd.int/doc/?meeting=ABSWG-09

WORKSHOP ON REGIONAL ACTION TO COMBAT INVASIVE SPECIES ON ISLANDS TO PRESERVE BIODIVERSITY AND AID CLIMATE CHANGE ADAPTATION: This meeting will be held from 12-16 April 2010, in Auckland, New Zealand. For more information, contact: CBD Secretariat; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@cbd.int; internet: http://www.cbd.int/meetings/

SECOND MEETING OF THE *AD HOC* TECHNICAL EXPERT GROUP ON RISK ASSESSMENT AND RISK MANAGEMENT: This meeting will be held from 19-23 April 2010, in Ljubljana, Slovenia. For more information, contact: CBD Secretariat; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@cbd.int; internet: http://www.cbd.int/meetings/

CBD SUBSIDIARY BODY ON SCIENTIFIC, TECHNICAL AND TECHNOLOGICAL ADVICE (SBSTTA 14): SBSTTA 14 will be held from 10-21 May 2010, in Nairobi, Kenya. For more information, contact: CBD Secretariat; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@cbd.int; internet: http://www.cbd.int/sbstta14/

CBD WORKING GROUP ON REVIEW OF IMPLEMENTATION OF THE CONVENTION (WGRI 3): WGRI 3 will be held from 24-28 May 2010, in Nairobi, Kenya. For more information, contact: CBD Secretariat; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@cbd.int; internet: http://www.cbd.int/wgri3/

THIRD MEETING OF THE GROUP OF FRIENDS OF THE CO-CHAIRS ON LIABILITY AND REDRESS IN THE CONTEXT OF THE CARTAGENA PROTOCOL ON BIOSAFETY: This meeting is tentatively scheduled to be held from 17-19 June 2010, in Montreal, Canada. For more information, contact: CBD Secretariat; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@cbd.int; internet: http://www.cbd.int/meetings/

INTERNATIONAL CONGRESS ON BIOLOGICAL AND CULTURAL DIVERSITY: This meeting will be held from 19-23 July 2010, in Montreal, Canada. This Congress is organized by UNESCO in the framework of the International Year of Biodiversity. For more information, contact: Mr. Salvatore Arico; e-mail: s.arico@unesco.org; internet: http://portal.unesco.org/science/en/ev.php-URL_ID=7998&URL_DO=DO_TOPIC&URL_SECTION=201.html

BIOSAFETY PROTOCOL COP/MOP 5: The fifth meeting of the Conference of the Parties serving as the Meeting of the Parties to the Cartagena Protocol (COP/MOP 5) will be held from 11-15 October 2010 in Nagoya, Japan. For more information, contact: CBD Secretariat; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@cbd.int; internet: http://www.cbd.int/mop5/

CBD COP 10: The tenth meeting of the Conference of the Parties (COP 10) to the CBD will be held 18-29 October 2010, in Nagoya, Japan. The High-level Segment will be held from 27-29 October 2010. For more information, contact: CBD Secretariat; tel: +1-514-288-2220; fax: +1-514-288-6588; e-mail: secretariat@cbd.int; internet: http://www.cbd.int/cop10/