

SUMMARY OF THE SIXTH MEETING OF THE WORKING GROUP TO ENHANCE THE FUNCTIONING OF THE MULTILATERAL SYSTEM OF THE INTERNATIONAL TREATY ON PLANT GENETIC RESOURCES FOR FOOD AND AGRICULTURE: 14-17 MARCH 2017

The sixth meeting of the *Ad Hoc* Open-ended Working Group to Enhance the Functioning of the Multilateral System (MLS) of Access and Benefit-sharing (ABS) of the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA) convened from 14-17 March 2017, at the headquarters of the Food and Agriculture Organization of the UN (FAO), in Rome, Italy.

The Working Group was established by the fifth session of the ITPGRFA Governing Body (GB 5) (September 2013, Muscat, Oman), with the mandate to develop measures to increase user-based payments and contributions to the Treaty's Benefit-Sharing Fund (BSF), as a priority, as well as additional measures to enhance the functioning of the MLS. GB 6 extended its mandate and requested it to elaborate a full draft revised Standard Material Transfer Agreement with focus on a subscription system.

The Working Group is composed of up to 27 regional representatives: up to five from Europe; up to five from Asia; up to five from Latin America and the Caribbean (GRULAC); up to three from the Near East; up to two from North America; and up to two from South West Pacific. Up to two representatives from each of the following groups may participate as observers: civil society organizations; the seed industry; farmers' organizations; and the CGIAR Consortium of International Agricultural Research Centers.

At its sixth meeting, the Working Group continued its deliberations on the basis of a third draft of the revised SMTA, prepared by Co-Chairs Bert Visser (the Netherlands) and Javad Mozafari (Iran), and on the basis of discussions, advice from various Friends of the Co-Chairs' groups, opinions of the ITPGRFA Standing Group of Legal Experts, and submissions received from parties and stakeholders. The draft focuses on a subscription system to generate advance payments for access to MLS material. For the time being, it retains alternate modalities for access to such material and benefit-sharing. The Working Group also considered coverage of the MLS vis-à-vis the scope of the Treaty, and held a brief discussion on genetic information associated with material accessed from the MLS. Deliberations will continue at an informal meeting hosted by Switzerland,

possibly in May 2017, and a one-day Working Group meeting, immediately prior to GB 7, tentatively scheduled to be held in October/November 2017, in Rwanda.

A BRIEF HISTORY OF THE ITPGRFA

Concluded under the auspices of FAO, the ITPGRFA is a legally-binding instrument that targets the conservation and sustainable use of plant genetic resources for food and agriculture (PGRFA), and fair and equitable sharing of the benefits arising out of their use, in harmony with the 1992 Convention on Biological Diversity (CBD), for sustainable agriculture and food security. The Treaty contains sections on general provisions, farmers' rights, supporting components, and financial and institutional provisions. It establishes an MLS for facilitated access to a specified list of PGRFA including 35 crop genera and 29 forage species (Annex I), balanced by benefit-sharing in the areas of information exchange, technology transfer, capacity building and commercial development.

The Treaty was adopted on 3 November 2001 by the FAO Conference, following seven years of negotiations. It entered into force on 29 June 2004, and currently has 143 parties.

IN THIS ISSUE

A Brief History of the ITPGRFA	1
Working Group Report	2
Coverage of the MLS vis-à-vis the Scope of the Treaty	3
Revised SMTA	4
Launch Mechanism.....	7
Genetic Information Associated with Material Accessed from the MLS.....	8
Preparations for GB 7.....	8
Closing Plenary.....	9
A Brief Analysis of the Meeting	9
Upcoming Meetings	10
Glossary.....	11

ITPGRFA INTERIM COMMITTEE: From 2002-2006, the FAO Commission on Genetic Resources for Food and Agriculture (CGRFA), acting as the ITPGRFA Interim Committee, set the terms of reference for intersessional consideration of the rules of procedure and financial rules for the Treaty's GB, procedures for compliance, and the terms of the Standard Material Transfer Agreement (SMTA). An open-ended intersessional working group revised the rules of procedure and financial rules of the GB, and the Funding Strategy, and prepared a draft resolution on compliance for GB 1 consideration. An expert group on the SMTA considered options for the SMTA terms and draft structure, and recommended establishment of an intersessional contact group, which developed the basic structure and specific elements of the SMTA, for GB 1 consideration.

GB 1: The first session of the ITPGRFA GB (June 2006, Madrid, Spain) adopted the SMTA and the Funding Strategy. The SMTA includes provisions on a benefit-sharing scheme, providing two options. Firstly, the recipient can choose to pay 1.1% of gross sales from commercialization of new products incorporating material accessed from the MLS, if its availability to others for further research and breeding is restricted. Alternatively, the recipient can choose to pay 0.5% of gross sales on all PGRFA products of the species they accessed from the MLS, regardless of whether the products incorporate the material accessed and regardless of whether the new products are available without restriction. The GB further adopted: its rules of procedure, including decision making by consensus; financial rules with bracketed options on an indicative scale of voluntary contributions or voluntary contributions in general; a resolution establishing a Compliance Committee; the relationship agreement with the Global Crop Diversity Trust; and a model agreement with the international agricultural research centers of the CGIAR Consortium and other international institutions.

GB 2: The second session of the GB (October-November 2007, Rome, Italy) addressed a series of items, including implementation of the Funding Strategy, the material transfer agreement for non-Annex I crops, cooperation with the CGRFA, and sustainable use of PGRFA. Following challenging budget negotiations, the meeting adopted the work programme and budget for 2008-09. It also adopted a resolution on farmers' rights, as well as a joint statement of intent for cooperation with the CGRFA.

GB 3: The third session of the GB (June 2009, Tunis, Tunisia) agreed to: a set of outcomes for implementation of the Funding Strategy, including a financial target of US\$116 million for the period July 2009 - December 2014; a resolution on implementation of the MLS, including setting up an intersessional advisory committee on implementation issues; procedures for the Third Party Beneficiary; and a resolution on farmers' rights. The meeting also adopted the work programme and budget for 2010-11; agreed to finalize the outstanding financial rules at GB 4; and established intersessional processes to finalize compliance procedures by GB 4 and review the SMTA.

GB 4: The fourth session of the GB (March 2011, Bali, Indonesia) adopted procedures and mechanisms on compliance, and reached consensus on the long-standing item of the financial rules of the GB. It also adopted a work programme and budget for the 2012-2013 biennium, including a moderate budget increase, and resolutions on a number of items, including farmers' rights, sustainable use, and implementation of the Funding Strategy. The

GB also outlined the intersessional process, including meetings of the Compliance Committee and *ad hoc* committees on MLS implementation, the Funding Strategy, and sustainable use.

GB 5: The fifth session of the GB (September 2013, Muscat, Oman) established an *Ad hoc* Intersessional Working Group to Enhance the Functioning of the MLS, with the mandate to develop measures to increase user-based payments and contributions to the BSF, as a priority, as well as additional measures to enhance the functioning of the MLS. GB 5 also adopted a resolution on the Funding Strategy for the BSF containing a list of innovative approaches to increase voluntary contributions; a work programme on sustainable use; a resolution on farmers' rights; and a finalized set of rules of procedure and a voluntary reporting format to support compliance.

MLS WORKING GROUP 1-4: The *Ad hoc* Open-ended Working Group to Enhance the Functioning of the MLS met four times during the last biennium, in May 2014, December 2014, June 2015 and October 2015, immediately before GB 6. It made a series of recommendations to GB 6, including elaboration of a subscription system for user-based payments to the MLS and revision of the SMTA.

GB 6: The sixth session of the GB (October 2015, Rome, Italy) extended the Working Group's mandate, and requested it, among other issues, to: elaborate a full draft revised SMTA; elaborate options for adapting coverage of the MLS, based on different scenarios and income projections; and consider issues regarding genetic information associated with material accessed from the MLS. The meeting adopted a work programme for the Global Information System, and resolutions on a series of substantive, cooperation-related and administrative items, with focus on addressing the shortfall in the BSF, and strengthening implementation of Treaty provisions regarding conservation and sustainable use of PGRFA on-farm, through the work programme on sustainable use and farmers' rights.

MLS WORKING GROUP 5: The fifth meeting of the Working Group (July 2016, Geneva, Switzerland), considered the second draft of a revised SMTA and focused on the development of the subscription system. It further considered a number of additional measures to enhance the functioning of the MLS, including with regard to the scope of the MLS, and the Funding Strategy.

WORKING GROUP REPORT

On Tuesday, 14 March, Working Group Co-Chairs Bert Visser (the Netherlands) and Javad Mozafari (Iran) opened the meeting, noting: the Working Group's mandate to come to an agreement on a final package of a revised draft SMTA text and additional recommendations to be submitted to the Treaty's GB; intersessional work done by several Friends of the Co-Chairs groups and the Standing Group of Legal Experts; and the need to "change gear," to move from technical discussions to policy decisions. Kent Nnadozie, ITPGRFA Secretary *Ad-Interim*, stressed the spirit of collaboration that has prevailed in the deliberations so far, and expressed the Bureau's expectation of positive outcomes, including concrete text proposals. North America highlighted that the US has become the latest member of the Treaty.

Co-Chair Visser presented, and the Working Group adopted, the meeting's agenda and timetable (IT/OWG-EFMLS-6/17/1 and 2).

On Tuesday, Co-Chair Visser introduced the report from the Friends of the Co-Chairs Group on the scope of the MLS (IT/OWG-EFMLS-6/17/Inf.5) and two reports from the Standing Group of Legal Experts (IT/OWG-EFMLS-6/17/Inf.3 and Inf.3 Add.1).

Modesto Fernández, Cuba, on behalf of the Friends of the Co-Chairs Group on the scope of the MLS, emphasized that the wider the coverage of the MLS, the greater the potential for the Treaty to contribute to parties' commitments to the Sustainable Development Goals (SDGs), food security, sustainable agriculture and biodiversity. He drew attention to the Group's recommendations, including that MLS expansion: needs to ensure an effective linkage to the Treaty's benefit-sharing aspects; and can be achieved through a protocol to the Treaty.

The Secretariat presented the report of the Standing Group of Legal Experts, highlighting its recommendation to expand MLS coverage through the adoption of a protocol. He noted that expansion could also be achieved by amending Annex I to cover "all" PGRFA, or by deleting Annex I and all references to Annex I in the Treaty text.

COVERAGE OF THE MLS VIS-À-VIS THE SCOPE OF THE TREATY

On Tuesday, Co-Chair Visser invited comments on: the approach and necessary conditions to expand coverage, namely expanding MLS coverage to "all" PGRFA or taking a piece-by-piece approach; and the legal mechanism to be used, namely an amendment of, or a protocol to, the Treaty.

Substantive Approach: Discussion focused on the definition of "PGRFA," including in relation to crop wild relatives. Africa noted lack of universal agreement on the definition of "PGRFA" and PGRFA "under the management of contracting parties and in the public domain." He further highlighted linkages between expanding the MLS and implementation of the Nagoya Protocol, and related compliance challenges. GRULAC stressed the need for clarity on the definition of PGRFA, noting the potentially different treatment of crop wild relatives at the national level. Co-Chair Visser noted that many *ex situ* collections include crop wild relatives in their PGRFA collections, and further highlighted the criterion of final use of a plant genetic resource. Africa drew attention to work done under the CGRFA, including the second report on the State of the World's PGRFA and the Global Plan of Action for the Conservation and Sustainable Utilization of PGRFA, which may help in reaching a common understanding of the term. Europe stressed that attempting to set a list piece-by-piece is "nearly impossible," and called for accepting the ambiguity that comes with the term "PGRFA," leaving specification to national authorities. Noting that the more restrictive the regime, the less it will generate potential benefits to be shared, he re-emphasized that the largest possible scope for the MLS should be pursued. The CGIAR Consortium emphasized that the inclusion of a crop in the MLS increases the chance of research and development, and stressed the importance of administrative efficiency for large-collection holders.

The South West Pacific supported expanding the MLS to cover all PGRFA, and the Seed Industry called for covering "all" or "any" PGRFA. Asia supported expansion of Annex I, including crop wild relatives. Co-Chair Mozafari, supported by the Seed Industry, noted that Annex I includes several crop wild relatives, which means they constitute PGRFA. The Near East underscored that expansion must include crop wild relatives, and suggested expanding Annex I through a list or a group of species. GRULAC called for clarity as to whether crop wild relatives

fall under PGRFA. Africa stressed that, although some crop wild relatives are included in the MLS, the degree of relatedness also has to be considered. The CGIAR Consortium underscored that additional information on the genus is included in Annex I, which indicates that some crop wild relatives are part of the Annex and some are excluded. Africa emphasized the huge contribution crop wild relatives make to food and nutritional security, reminding delegates of the very narrow gene pool represented in commercialized seed.

Co-Chair Visser noted that the definition of PGRFA will probably always involve some ambiguity, but it is clear any expansion will need clarity on what is meant by "all PGRFA."

Africa stressed that benefit-sharing should be addressed prior to discussing access. He added that MLS coverage could be significantly expanded through methods other than expanding Annex I, including implementation of Articles 11.3 (inclusion to the MLS of Annex I PGRFA held by natural and legal persons) and 11.4 (monitoring of Article 11.3 by the GB). Europe reiterated the importance of addressing both expansion and benefit-sharing, in order to reach a solution agreeable to all.

GRULAC and Africa re-emphasized that access has been working, but benefit-sharing needs to be improved. The Seed Industry noted many genebanks are not currently giving access to their PGRFA.

Co-Chair Visser summarized main conclusions, noting: general agreement that crop wild relatives are considered PGRFA, following Treaty text and practice among the plant genetic resources community; some ambiguity needs to be accepted with regard to distinguishing PGRFA from wild plants; and further work may promote consensus on the interpretation of "PGRFA."

Legal Mechanism: The Working Group discussed the options of amending the Treaty or adopting a protocol to it.

North America and Europe suggested the Standing Group of Legal Experts may have jumped to premature conclusions by recommending a protocol over an amendment, opining that a protocol may not be the easiest way forward. Europe favored amending the annex, highlighting the complexities of adopting a new protocol and stressing the need to keep the system coherent and under the authority of the GB. North America noted the required consensus for an amendment does not constitute a disadvantage, but rather provides a strong basis for an agreement. South West Pacific also called for exploring the amendment option further.

GRULAC, Asia and the Near East expressed support for a protocol, as a way to overcome potential barriers from Member States that would not support an amendment. The Near East argued that an amendment process could result in re-negotiating the entire Treaty. Africa expressed no strong preference on the legal way forward, noting an amendment may be more difficult than a protocol. Asia underscored that both an amendment and a protocol would be valid only for those who ratify it.

Co-Chair Visser highlighted general agreement that any expansion should be done in the easiest and most effective way, identifying the need for better understanding the arguments for and against both options. Co-Chair Mozafari drew attention to an older document on legal options to expand the ABS provisions of the Treaty (IT/OWG-EFMLS-3/15/Inf.4). He highlighted the need for further reflection on the process of moving forward.

REVISED SMTA

On Tuesday, Co-Chair Mozafari opened discussion on the third draft revised SMTA (IT/OWG-EFMLS-6/17/3.1). Carlos Correa, University of Buenos Aires, Argentina, presented the report of the Friends of the Co-Chairs' group on access mechanisms and payment rates (IT/OWG-EFMLS-6/17/Inf.4). Highlighting work based on different assumptions, payment rates and projections, he said completing the task requires: a revised SMTA; setting out the process for a subscription system; a launch mechanism; and decision on the legal instrument if expansion of MLS coverage is agreed upon.

Michael Halewood, CGIAR Consortium, reported on the Friends of the Co-Chairs' group on a termination clause (IT/OWG-EFMLS-6/17/Inf.6). He drew attention to clauses developed to apply under the subscription model, further noting ongoing discussions on possibly terminating not only the benefit-sharing obligations, but also the entire SMTA.

GRULAC called for additional information on measures to establish an "efficient" benefit-sharing mechanism.

Stressing the need for a system acceptable to all users, with a reduced administrative burden, North America and the South West Pacific said the subscription system should not be the only modality for access. Asia agreed, noting that focus on the subscription system is a good start for the negotiations. The Seed Industry added that a single subscription system cannot accommodate the needs of diverse users.

The Near East highlighted that voluntary options for collecting funds may need further incentives to attract users. Africa expressed skepticism on whether the revised SMTA and the subscription system will lead to a significant improvement of benefit-sharing, noting, however, readiness to work with the draft.

Co-Chair Visser emphasized the need for a subscription model to be simple, predictable and transparent for users. He noted that current uncertainties of a subscription model include whether it would: be flat-rate, or include a reduced rate for small and medium enterprises; and operate on a crop-by-crop basis or cover all PGRFA in the MLS.

Farmers Organizations highlighted the need for a subscription system to be consistent with farmers' rights to produce and sell their seeds without restriction.

Upon request by participants, a discussion ensued on the opinions included in the report of the Standing Group of Legal Experts.

On a question by Europe, Correa clarified the group did not see any potential incompatibility between a subscription system and facilitated access.

On a question by Asia regarding the legal opinion that advance payments are not in accordance with the Treaty, Correa underscored the Treaty clearly links monetary benefits to product commercialization, a link that would not exist in the case of advance payments. He drew attention to conditions detailed in the report to ensure compatibility and added that, regarding the SMTA review, a link should be made with advance payments and commercialized products resulting from material accessed through the MLS.

Africa requested information on enforcement of foreign arbitral awards in national courts, and called for specifying appropriate remedies in the revised SMTA.

Gerald Moore, facilitator of the Standing Group of Legal Experts, responded to further questions, addressing, *inter alia*: the compatibility of the subscription system, as the only access mechanism, with the Treaty; the compatibility of advance

payments with the Treaty both in the subscription and alternative systems; ways to improve the enforceability of SMTA provisions, including remedies for particular breaches; and additional information on choosing between an amendment or an additional protocol.

Moore noted that it is within the competence of the GB to decide if the subscription system is compatible with the Treaty. On advance payments, he stressed that voluntary payments would not constitute an impediment to access. On the enforceability of SMTA provisions, he highlighted that the group opted not to deal in detail with arbitration procedures. Regarding the choice between a potential amendment of the Treaty or a protocol, Moore emphasized that the rules for a potential amendment are set in the Treaty, requiring consensus for amending it and ratification by two-thirds of the parties for the amendment to enter into force. He said that a protocol, which he described as a supplementary agreement, allows for rule-setting on these provisions, adding that it could potentially be adopted by a technical meeting, in addition to the GB, in accordance with FAO Constitution's Article XIV (conventions and agreements).

On Wednesday morning, Co-Chair Visser opened text negotiations on the third draft revised SMTA, which continued until Thursday evening. The Working Group held two readings of the draft, acknowledging that, for the time being, an alternative single access model would be retained alongside the subscription model. Co-Chair Visser underscored the need to distinguish between text applying to the single access model, or to the subscription system. Africa suggested it may be conceptually easier to have two SMTAs, one for each of the systems.

The following section of the report provides an overview of deliberations under each of the SMTA articles discussed.

Rights and obligations of the recipient (Art. 6): Farmers Organizations urged a more explicit obligation for the recipient not to claim any intellectual property right (IPR) that would limit facilitated access. He proposed language stating that the recipient shall not claim any intellectual property or other rights that limit the facilitated access for research, breeding, conservation, growing and commercialization to the material or to genetic information derived from it, or its genetic parts or components, in the form received from the MLS. Africa noted that an exhaustive exemption list implies that any other use is open to IPR claims, stressing that the original, more general, text better captures the spirit of the Treaty. GRULAC suggested reference to commercialization is linked to the realization of farmers' rights under ITPGRFA Article 9.

Asia proposed that "sequencing" is also exempted from the permitted uses of MLS material, along with chemical, pharmaceutical and/or other non-food/feed industrial uses, but withdrew the suggestion during the second reading.

Africa proposed a provision on remedies for breaches, suggesting that if the recipient uses the material for any of these prohibited uses, a lower court in the country of origin of the material may award damages against the recipient to the value of US\$25 million or ten times the recipient's annual turnover, whichever is higher. North America and the Seed Industry opposed, while GRULAC supported, including text on remedies. The provision remained bracketed.

On obligations of the recipient in cases of transfers of PGRFA under development to other entities, delegates debated a time limit of 20 years proposed by the Seed Industry. GRULAC suggested this period is not long enough to see concrete results

from material obtained from the MLS. Africa said 100 years would be more appropriate, and Europe called for a limit of 20-30 years.

The Seed Industry further proposed that the obligations “do not apply to PGRFA under development of which the theoretical proportion of germplasm from the material is sufficiently low because at least five generations of crossing have been made.” Following some discussion on whether to refer to generations of crossing, or other criteria such as the continued expression of the particular trait or not, the proposal was retained in brackets. Europe suggested that all paragraphs dealing with transfers of PGRFA under development be conditioned by adding that such obligations are valid “until a period of xx years after signing of this Agreement has lapsed.”

Civil Society, supported by Africa, drew attention to a loophole in benefit-sharing obligations in cases where genetic material from PGRFA is used to express genes or traits in another organism, such as yeast, that is not a crop but still falls under food and agriculture. Africa suggested reflecting on differentiated payments around different uses.

Subscription System: Africa and GRULAC, with the Philippines, supported a subscription system (Art. 6.11) as the only access mechanism, while North America, the South West Pacific and Asia favored retaining multiple access mechanisms. Delegates agreed to insert an alternative paragraph that represents a subscription-only model, which states that the recipient agrees to be bound by the terms and conditions of the subscription system as set out in Annex 3.

Alternative Payment System: Participants addressed options on payment modalities in cases of commercialization where the product is available without restriction to others for further research and breeding, or not available. They retained two options, one on mandatory payments irrespective of whether the product is available without restriction, and one calling for voluntary payments when the product is available without restriction. North America, opposed by Africa, suggested a termination period, proposing that the recipient shall make relevant payments for a period of 20 years. Europe reiterated that another option would be to delete all options, if the subscription system is put forward as the only access modality.

Asia underscored that the provisions disregard the nature and needs of public institutions, especially in developing countries.

Additional Items (Art. 9): Duration, termination and withdrawal: The Co-Chairs clarified that “withdrawal” refers to a subscription system, and “termination” to single-access modalities. The Seed Industry, supported by Asia and North America, suggested that in case of termination of the agreement, the recipient shall contact the provider to discuss the possibility to return or transfer possession of the material. Asia suggested to request the recipient to “effect the return or transfer of the material” rather than “discuss the possibility.” Civil Society noted the recipient should certify that no further material is in his/her possession.

North America called for clarity on what happens to the recipient’s material under development after an agreement is terminated. Europe asked whether a termination clause for single-access is necessary, noting there is no such provision in the current SMTA. The Seed Industry emphasized the importance of being able to terminate a contract. The Working Group invited the Standing Group of Legal Experts to consider the most appropriate way forward in relation to a termination clause. The paragraph remained bracketed.

Warranty: On safety warranties, Europe proposed, and the Working Group agreed, to insert reference to compliance with the recipient nation’s regulations on invasive alien species, in addition to quarantine, biosafety and release of genetic material. Africa stressed that one of the duties of the provider should be to ascertain that the material provided is included in the MLS.

Amendments: North America proposed, and the Working Group accepted, adding language stating that “if the governing body decides to amend the terms and conditions of the SMTA, such amendment shall only affect subsequently signed SMTAs. This agreement shall remain unchanged unless the recipient explicitly agrees in writing, with the proposed amendments.”

Signature/Acceptance (Art. 10): Africa stressed that a more legally certain way of subscribing is needed.

List of Materials Provided (Annex 1): Africa asked if the gene sequence is considered associated, non-confidential information and therefore part of the list. Co-Chair Mozafari opined this is subject to national law. GRULAC suggested that information accompanying the material be subject to “national,” rather than “applicable,” law. North America suggested referring to “national or other applicable law.” Delegates eventually agreed that information be subject to “domestic or any other relevant law.”

Asia suggested distinguishing between the material as defined by the Treaty and PGRFA under development.

Rates and Modalities of Payment (Annex 2): Co-Chair Mozafari invited participants to address two options on rates and modalities of payment, explaining that the first one involves mandatory payments upon commercialization, irrespective of whether the product is available or not for further research and breeding; while the second one exempts from mandatory payments products available without restriction for further research and breeding.

GRULAC and Farmers Organizations opted for the first option. Europe suggested reflecting clearly in the body of the SMTA, rather than an annex, the different rates depending on whether a product is available without restriction for further research and breeding or not.

On the first option, North America and the Seed Industry, opposed by GRULAC and Africa, suggested adding language stating that “no payment shall be due when the product has a theoretical proportion of germplasm from the material that is significantly low, because xx generations of crossings have been made.” GRULAC and Africa questioned the number of crossings as a criterion for determining the continued contribution or not of MLS material.

On a requirement for recipients to submit annual reports to the GB, Africa requested that the reports be audited. Europe and GRULAC cautioned against an increased administrative burden, with Africa suggesting a potential threshold level, below which no audit will be necessary. The suggestion was kept in brackets. Following a request from North America to clarify language, noting that information in the reports shall be treated as “confidential,” the Seed Industry responded that such information should be treated as “confidential business information.” North America endorsed the suggestion, which was bracketed by Africa pending legal advice, especially regarding access to information by the Third Party Beneficiary.

Delegates discussed the distinction between “Products,” referring to PGRFA that incorporate MLS material or its genetic parts or components that are ready for commercialization, and other “products,” which could contain MLS material, are not

necessarily PGRFA, but are used for food, feed and processing, such as yeast. Africa urged for provisions to cover benefit-sharing from “products” derived from MLS material, noting that a recipient could access and use genetic resources from the MLS to synthesize products that are not identified as PGRFA “Products.” Europe questioned whether such “products” would fall under the MLS. Farmers Organizations asked for clarification on whether “products” include dematerialized genetic information and pesticides produced from research on the basis of MLS material.

North America noted these issues were not foreseen when the Treaty was adopted and, supported by Africa, called for discussions at the upcoming Governing Body meeting.

On payment due after material transfer to third parties, the CGIAR Consortium, supported by the South West Pacific, emphasized that a system where the original recipients would be responsible for all downstream licensees is not feasible.

On the second option, the CGIAR Consortium reiterated the need for a financial threshold for annual sales as a potential threshold for benefit-sharing obligations. GRULAC emphasized that voluntary payments would render a threshold level unnecessary. Following a remark by Farmers Organizations regarding obligations by farmers using material from a recipient that has not used the subscription system, Co-Chair Visser reminded that earlier work under the Treaty indicates farmers are not expected to sign an SMTA when using MLS material directly for production purposes.

Terms and Conditions of the Subscription System (Annex 3): Europe reiterated its support for an option that provides for a subscription-only system. Co-Chair Mozafari noted that whether the subscription may involve all crops in the MLS, a group of crops or a single crop is still under discussion. GRULAC opined that there should be a full subscription system for all Annex I crops. North America said the region favors subscription on a crop-by-crop basis, and suggested reference that the subscription applies to the crop covered, rather than all PGRFA in the MLS. She also proposed language clarifying that a subscription takes effect upon receipt of the “first” duly signed registration form.

On payment obligations of subscribers, delegates agreed that, for the duration of a subscription, the subscriber will be relieved of any payment obligation under any previous SMTA. North America, supported by Africa, noted this provision would still be required even if a subscription-only model is adopted, as there would still be SMTAs pre-dating the revised SMTA.

On monetary benefit-sharing, North America and Europe suggested annual payments be based on sales of products, but not technology fees and license agreements. GRULAC and Africa supported using technology fees and license agreements as a basis for annual payments. Africa stressed the need to address the common practice of transfer pricing, where a material is licensed cheaply to an affiliate who then makes the profit. Europe urged use of the current method for calculating turnover. Civil Society suggested payment could come from the sales of licensees rather than subscriber fees.

Europe then proposed that “the subscriber shall make annual payments based on the sales of any seeds and propagating material of crops subject to the subscription by the subscriber, its affiliates, contractors, licensees and lessees in the preceding year.” Africa, supported by GRULAC, proposed adding that annual payments should also be made based on “any other crop incorporating material obtained through the subscription.”

The CGIAR Consortium noted that transfer of the license should be accompanied by a transfer of benefit-sharing obligations. Co-Chair Mozafari noted that, under the subscription system, passing an obligation that is not tied to a specific product would be very difficult to operationalize. Europe noted that products under development should be dealt with differently, and North America underscored that the way license transfers are operationalized in the current SMTA is different than in a subscription system. Africa and the CGIAR Consortium reiterated the simplest way forward would involve allowing access to all PGRFA and generating monetary benefits through a tax on all seed sales.

On Thursday, delegates continued discussion on three proposed methods for calculating subscribers’ annual payments: based on sales, technology fees and license agreements covering Annex I crops; based on sales of both “Products,” and “products”; and based on sales of seeds and propagating material, “Products” or any other crop incorporating material obtained by the subscriber, affiliates, contractors, licensees and lessees. Africa noted three important policy decisions that need clarification, namely differentiating payment rates: by crop; by sales of “Products” and “products”; and/or between material available without restriction or not.

On Friday morning, Co-Chair Visser introduced text drafted during informal deliberations, aiming to replace options on monetary benefit-sharing, which bases annual payments on the subscriber’s sales, technology fees and licensing fees for products that are PGRFA belonging to the subscription crops and on income received from affiliates, contractors, licensees and lessees during the preceding year. An additional paragraph states that the subscriber will transfer PGRFA under development under an SMTA and will have no further obligations regarding the actions of any subsequent recipient. North America, GRULAC and the South West Pacific supported the proposal. Africa underscored the need for modalities for products that contain PGRFA, and noted that, for PGRFA under development, the subscriber should be liable until the subsequent recipient signs a valid SMTA. The proposals remained bracketed.

Delegates agreed to delete text differentiating payment on a crop-by-crop basis, and Africa, supported by North America, suggested a flat rate for restricted and unrestricted material.

On a threshold provision that no payment would be required for a subscriber with a small yearly amount of transactions, Africa stressed the need to avoid free-riding, while the CGIAR Consortium urged keeping a threshold as the only way to avoid creating disincentives for public entities in developing countries, noting they are the main users of the current system. GRULAC also supported a threshold for small users, and Farmers Organizations added that obliging farmers to pay for access would run against farmers’ rights under ITPGRFA Article 9. Delegates eventually decided to base the exemption on whether income from sales and license fees is under a certain threshold, with Africa suggesting a threshold of US\$500.

On recipients’ annual account statements to the Treaty Secretary, Europe urged an exemption for smaller entities whose payments are under a certain threshold. On submission of information on income from “technology fees” in addition to license agreements, Africa noted that these do not necessarily capture items like royalties, and the item remained bracketed. Africa also suggested requesting information on the sales of any other products that are not PGRFA for which payment was made, as well as adding language stating that “the Secretary of

the Governing Body shall be entitled to audit any such annual report.” Both proposals were kept in brackets.

On duration of and withdrawal from the subscription, North America suggested including provisions for situations that require more immediate withdrawal, such as declared bankruptcy. Africa urged specifying what happens to the legal obligations associated with MLS material after bankruptcy. Europe noted that public institutions may also face similar problems, suggesting broadening the provision from “business” to “operations,” to which participants agreed. Africa stressed that specialized legal advice is needed, noting that bankruptcy may occasionally constitute a good business strategy for corporations. The paragraph remained bracketed.

Participants discussed the number of years from the end of the subscription that monetary benefit-sharing should continue, with Africa suggesting 50 years, Europe 10 years, and GRULAC noting that at least 15 years are needed between accessing germplasm and any sale of cultivar. They also addressed an alternative proposal by North America, calculating the number of years from the start, rather than the end, of the subscription, with Asia and Europe expressing skepticism. The proposal remained bracketed.

Africa underscored that a provision on continued obligations for products under development implies that if the recipient holds on to the material long enough, no obligations exist. The provision remained bracketed.

Europe suggested language stating that “the Governing Body may revoke the subscription in case the Governing Body has amended the subscription terms.” Africa, North America and the Seed Industry opposed the insertion, noting it introduces legal uncertainty and would make the subscription system unattractive. North America proposed specifying that termination of the subscription does not affect the validity of the SMTA signed during the subscription term.

On a provision stating that the Governing Body may revoke the subscription for breach of its terms and conditions, delegates agreed to replace “revoking” with “terminating” the subscription in case of a “material” breach. On a proposal by Europe stating that “the Governing Body may terminate the subscription after having amended the subscription terms no earlier than 20 years after such amendment came into force,” Africa suggested that the subscriber be given the opportunity to accept the new terms, and opted for a period of 10, rather than 20, years. The provision remained bracketed. Delegates agreed on an additional clause noting that the GB may terminate the subscription in case of the Treaty terminating.

Registration Form (Annex 4): Africa emphasized the need for a legal reading by contract lawyers, including a provision addressing the rights and responsibilities related to transferring material to third parties.

Final Outcome: The third draft revised SMTA includes articles referring to: the parties to the agreement; definitions; the subject matter of the agreement; general provisions; rights and obligations of the provider; rights and obligations of the recipient; applicable law; dispute settlement; additional items; and signature/acceptance. It also contains four annexes addressing: the list of materials provided; rate and modalities of payment under a single access model; terms and conditions of the subscription system; and the registration form.

Regarding rights and obligations of the recipient, the draft revised SMTA includes bracketed text on, *inter alia*: a provision that the recipient shall not claim any intellectual property

or other rights that limit farmers’ rights; clauses on specific remedies for specific breeches; obligations in the case that the recipient transfers PGRFA under development to third parties; the modalities of a subscription system; and modalities of a single access system.

On additional items, the draft revised SMTA includes bracketed text on: the modalities of terminating the agreement; provisions dealing with any material in the possession of the recipient after the termination of the agreement; and cases where the terms and conditions of the agreement are amended by the GB.

Annex 2 deals with rates and modalities of payment under a single access model, and includes two options. The first one includes mandatory, although unspecified, payments in cases of commercialization of products available without restriction to others for further research and breeding, while the second exempts such cases from mandatory payments. Additional bracketed text includes provisions on exempting payments in cases where the theoretical proportion of germplasm from the material is sufficiently low due to the number of generations of crossing, as well as on whether annual reports submitted to the GB should be audited or not.

Annex 3 on the terms and conditions of the subscription system contains bracketed text on: modalities in the case of amendment of the subscription terms by the GB; whether payments will be influenced by sales of any products of all crops included in Annex I, or only of crops subject to the subscription; income from technology fees and license agreements; the rates of payment for products available with or without restriction; threshold levels for payments; the content of the subscriber’s statement of account, specifying on which basis the payment was calculated, as well as whether the GB shall be entitled to audit these reports; modalities for benefit-sharing obligations after the end of a subscription, including for products under development; special circumstances, including bankruptcy; termination of the subscription for material breach of the terms and conditions; and modalities for amending the subscription terms by the GB.

LAUNCH MECHANISM

On Thursday, Co-Chair Visser introduced the document on the launch mechanism (IT/OWG-EFMLS-6/17/5), noting the objectives of the mechanism are to generate funds for the BSF and expand the Treaty’s crop coverage. He highlighted the mechanism seeks to overcome the “first mover dilemma,” and noted three conditions necessary for enhancing the MLS, namely: commercial users, representing a significant percentage of the global commercial seed market, join the MLS; countries holding PGRFA of the expanded crop coverage make them available; and, in addition to user-based income, donor countries provide voluntary funding for the BSF. He outlined the document’s projections of potential income from subscribers’ annual seed sales.

Many regions expressed their support for such a mechanism in principle. Norway urged for maximum flow to the BSF and North America noted the need for buy-in from the seed industry. Africa stated that while they welcome voluntary donor payments, they are not convinced this can be achieved.

India suggested an alternative to the basic steps of the launch mechanism, comprising a charge on seed sales in each country that will be contributed to the BSF, while keeping a percentage for management of PGRFA at the national level.

Africa questioned whether the timeline is realistic, and emphasized that the region has doubts not only on the launch mechanism, but also on the model it is supposed to launch. He said that “proposing to extend the list to all PGRFA in the scope of the Treaty, while offering that some companies will subscribe to some crops at a rate to be decided,” is not a compelling argument for developing countries. He urged following the Norwegian model and charge 0.3% on all seed sales within each jurisdiction as their contribution to the BSF. GRULAC said that the launch mechanism is a positive tool, and urged for concentrating efforts on the BSF. Asia called for projecting the number of subscribers if Annex I remains as is and in the case it is extended to all PGRFA. Europe stressed the need to: maintain the link between making benefit-sharing more successful and expanding crop coverage of the MLS; not limit voluntary BSF funding but include other mechanisms, while leaving each country to decide how they pledge their funds; and proceed with an amendment of the Treaty rather than a protocol to make the timeframe realistic.

Co-Chair Visser highlighted the need to: have a “plan B” in case the launch mechanism is not successful; consider how the BSF may effectively be used to support small-scale farmers in developing countries conserve agrobiodiversity; and acknowledge that expanding crop coverage will help conserve crops important for nutritional security, not just food security.

Co-Chair Mozafari noted that during the past biennium the BSF has accrued US\$4.2-4.3 million, compared to the target of US\$10 million. Europe suggested an evaluation of the BSF from different perspectives and Africa reiterated that a seed sale tax can be used to raise funds for the BSF, noting that while there have been significant recent cuts to donor funding, there are US\$50 billion of seed sales occurring every year. Europe expressed concern that discussions are focusing solely on monetary benefit-sharing and emphasized that a central and critical point of the Treaty is to share PGRFA material for further research and breeding. The South West Pacific stressed the need for a thorough cost-benefit analysis to help decision making.

On the subscription system, the CGIAR Consortium suggested, and Africa supported, to consider the possibility of having countries as subscribers, making commitments on behalf of companies within their jurisdiction, with the system providing incentives for such an option.

The Seed Industry emphasized that whether the system will work depends on the conditions of a subscription system and the SMTA itself, noting the diversity of seed companies and their subsequent different needs. Farmers Organizations underscored that the MLS will function better if farmers’ seed-related rights are respected, cautioning against additional hindrances. Co-Chair Visser recalled that the BSF was established to accrue payments from users and is only a small part of the Funding Strategy.

GRULAC stressed that many oppose enhancing benefit-sharing and expanding the scope of the Treaty simultaneously, with Africa adding that the BSF must be fully functional in order to have a political chance to expand the scope of the MLS.

GENETIC INFORMATION ASSOCIATED WITH MATERIAL ACCESSED FROM THE MLS

On Thursday, Co-Chair Mozafari introduced the report on genetic information associated with material accessed from the MLS (IT/OWG-EFMLS-6/17/Inf.8). Africa pointed out that terminology around genetic information has not been settled, and Europe suggested the Treaty get involved in discussions on terminology held under CGRFA.

Africa stated that a situation where such datasets create loopholes in benefit-sharing “cannot be tolerated.” Europe noted the report’s statement that “if in future such a subscription system would be adopted, the consequences of the use of PGRFA genetic sequence data in further product development by third parties would be much easier to manage.”

North America supported a broad discussion on the issue before starting to insert text into the draft revised SMTA, and GRULAC supported the report’s suggestions to find out more about the actual use of genetic sequence data, including through studies, expert meetings and joint expert meetings with other international processes.

Japan noted the Treaty is designed in harmony with the CBD, and deals with ABS arising from the use of genetic material. Africa responded that nobody could have predicted the current technological developments when the CBD was negotiated. Co-Chair Mozafari closed the discussion by highlighting the clear need for further analysis.

PREPARATIONS FOR GB 7

On Friday morning, Co-Chair Visser summarized the main components of the full package of measures to be proposed to GB 7, including: progress towards developing a draft revised SMTA aiming to increase payments to the BSF; the modalities of a potential expansion of the coverage of the MLS and links with the benefit-sharing arrangements; definitional issues on PGRFA; and the launch mechanism, including interim measures and alternatives.

The South West Pacific highlighted the need for a communication and media strategy. GRULAC addressed how the Funding Strategy could contribute to the MLS in line with the text of the Treaty, and suggested adding to the package any outcomes from the upcoming meeting of the Committee on the Funding Strategy. North America called for further consultations with the Standing Group of Legal Experts prior to GB 7. Asia called for more information on genetic sequence data. Delegates discussed possible ways of incentivizing subscriptions among public and private sector entities, and Co-Chair Visser said the Committee on the Funding Strategy will also address the issue.

Switzerland offered to host an informal meeting before GB 7. All regions welcomed the offer. North America noted that discussions on payment rates are needed, with the involvement of the seed industry. Switzerland expressed hope that the meeting will raise the level of ambition and clarified that Chatham House rules will apply.

The Working Group then discussed holding an additional one-day meeting immediately prior to GB 7. Africa suggested that such a meeting: take the form of a contact group, to allow participation by other countries; should not clash with regional coordination meetings; and should focus on items that the Working Group did not have time to work on. Asia suggested conducting a survey to identify the private sector’s intentions of joining a subscription system under different options for access and payment rates. Delegates discussed the possibility of holding a high-level segment prior to GB 7, which most regions considered premature.

Co-Chair Visser said the Co-Chairs will focus on: elaborating the launch mechanism; interim measures; linking with the Committee on the Funding Strategy; and developing modalities for a future possible expansion of the scope of the MLS. On the subscription system, Africa and Asia suggested exploring the idea of countries becoming subscribers, and Europe further suggested subscription by groups of companies.

CLOSING PLENARY

On Friday afternoon, the Working Group discussed the draft meeting report introduced by Co-Chair Mozafari (IT/OWG-EFMLS-6/17/Draft Report).

On expanding coverage of the MLS, delegates agreed to delete reference to expanding the MLS to “all” PGRFA, with GRULAC noting that “all PGRFA” may be interpreted to include crop wild relatives. Africa opposed the report’s assumption that the wider the coverage of the MLS, the greater the potential for the Treaty to contribute to meeting the SDGs. Delegates agreed to add reference that there was no consensus on such expansion.

Delegates discussed whether expansion be “subject to” or “conditional on” benefit-sharing, finally agreeing to text stating they “discussed the interlinkages between any expansion of the coverage of the MLS and effective benefit-sharing arrangements.”

Africa suggested adding text stating that “some members pointed out that expansion beyond the current Annex I would require extensive national consultations and, in some countries, also changes to national laws,” which was accepted. The report was agreed with these and other minor revisions.

Co-Chair Visser opined that the pace of negotiations should increase, highlighting that, if not, countries and stakeholders might lose interest in the process. Co-Chair Mozafari stressed that the agricultural community needs this agreement, and after brief closing statements, closed the meeting at 4:50 pm.

A BRIEF ANALYSIS OF THE MEETING

The day you stop learning is the day you begin decaying - Isaac Asimov

There was certainly a lot of learning involved in the sixth meeting of the Working Group to Enhance the Functioning of the Multilateral System of the International Treaty on Plant Genetic Resources for Food and Agriculture. Technical, text-based negotiations are not for the faint-hearted, particularly if they involve revising a contract, such as the Standard Material Transfer Agreement used for exchanges of plant genetic resources for food and agriculture within the MLS. Nevertheless, while the pace could have been faster, a constructive atmosphere prevailed. Participants learned from each other while continuing their work in fulfilling the Working Group’s mandate, namely: the development of measures to increase user-based payments and contributions to the Treaty’s Benefit-Sharing Fund through revising the SMTA, as well as development of “additional measures” to enhance the functioning of the MLS, a term linked to the expansion of the list of crops in the MLS.

Achieving a balance between facilitated access to the list of crops in the MLS and fair and equitable benefit-sharing has been at the core of Treaty deliberations since before its adoption. Facilitated access is necessary for continued agricultural research and development, and has traditionally been promoted by developed countries. Fair and equitable benefit-sharing, on the other hand, is particularly targeted to farmers in developing countries, who have been conserving and developing agricultural biodiversity in their fields since time immemorial. Benefit-sharing was originally put forward by developing countries seeking to respond to the privatization, via intellectual property rights, of plant varieties developed on the basis of farmers’ material, which has been acquired for free. Almost 15 years after the Treaty’s entry into force, the debate remains, namely how to achieve the twin objectives of ensuring both an adequate and sustainable flow of funds to the BSF, and expanding the list of crops in the MLS, potentially to include all PGRFA. While everybody agrees that a

balance needs to be struck between these twin objectives, what the Working Group dubbed as a “first mover dilemma” has been created. Many developing countries would agree to expand the list of crops only after the system produces and shares monetary benefits. Meanwhile, many developed countries argue that monetary benefits can be achieved by expanding coverage of the MLS. This brief analysis attempts to: explain why the Treaty’s system has not generated any user-based, monetary benefits to be shared; explore the solutions proposed; identify major questions that are still pending; and position the Treaty’s revision process in the broader international law and policy context.

IDENTIFYING THE PROBLEM

The MLS was built to respond to the specific characteristics of agricultural biodiversity and the need to maintain PGRFA and basic scientific research as a “public good.” As all countries are interdependent and the exchange of PGRFA is indispensable for the continuation of agricultural research, the bilateral access and benefit-sharing system promoted by the Convention on Biological Diversity was not considered suitable. The MLS has indeed been successful in facilitating access to PGRFA since it started operation in 2004: the CGIAR Consortium reports hundreds of thousands of exchanges of material, the vast majority of which is destined for public research institutes in developing countries. Reports further indicate that significant non-monetary benefits have arisen in the form of freely exchanged material, information exchange and knowledge creation, capacity building, training and collaborative research.

The MLS, however, has been unable to generate monetary benefits as a result of the use of the SMTA. The lengthy time period required for research, development and commercialization is often mentioned as the reason behind this shortcoming. The time span from access to genetic material to any product commercialization may take more than 15 years, during which no monetary benefits enter the MLS under the current arrangements. Many ITPGRFA veterans, however, assert that there is more than that: according to the current SMTA, benefit-sharing payments are mandatory only when further use of the improved material for research and breeding is restricted through patenting. In practice though, MLS users do not restrict access for research and breeding purposes, and are thus not obliged to share monetary benefits. Commercial users who would be more likely to trigger monetary benefit-sharing requirements have consistently chosen to access material from other sources, not the MLS. As the MLS tends to only cover public and CGIAR collections of genetic resources of the listed crops, most of its material is also available elsewhere, and can be accessed without adhering to the benefit-sharing terms of the SMTA. Finally, major crops that have attracted significant research effort, which could have resulted in mandatory payments, are not included in the current MLS. Such crops include soybean, sugarcane, tomato and coffee. As a result, no benefit-sharing payments have been realized since the Treaty’s entry into force. The Treaty’s BSF has been operating solely on the basis of donor country contributions.

In the meantime, a new complexity has emerged, involving access to genetic information. Delegates, stakeholders and other experts alike are trying to understand whether bioinformatics and synthetic biology have the potential to make physical access to PGRFA unnecessary, ABS systems irrelevant, and the Treaty obsolete. Access to genetic information is becoming increasingly critical in research, and can already, in some cases, substitute access to physical samples for the development of commercial products. While confusion remains as to whether access to

genetic information is—or can be—covered by the Treaty and therefore trigger benefit-sharing requirements, the Working Group participants learned about and briefly discussed the rapid scientific developments, and related commercial and intellectual property applications at a side event organized by the Secretariat.

DEVISING SOLUTIONS

The realization that there are no benefit-sharing payments taking place led to the GB 5 decision to revise the SMTA and devise a subscription system for access to MLS material. Compared to the existing benefit-sharing requirements, the subscription system has a fundamental advantage: it would require advance payments for access, therefore increasing predictability and sustainability of the funds flowing in the BSF. The Working Group recognized these advantages and addressed the details of its operation, albeit a series of important questions remain open. The main one is whether the subscription system would be the only mechanism for access or not. Some regions called for maintaining it as the only mechanism, arguing that its advantages would be minimized if users can opt for alternative ABS modalities. At the current stage of negotiations, options remain open: the draft SMTA lists a subscription system along with alternative mandatory benefit-sharing requirements in case of commercialization, with one option even reproducing the existing system by allowing for voluntary benefit-sharing in cases where the product is available without restriction for further research and breeding. While some regions and stakeholders highlighted the necessity of maintaining flexibility to attract a variety of users, others noted that the predictability and legal certainty that a subscription system would promote would be lost if it is combined with other models.

Other crucial questions remain open: would a subscription system cover all Annex I crops, operate on a crop-by-crop basis, or involve groups of crops? At what level should the payment rates be set, and which criterion should be used for their calculation? Would there be threshold levels and exceptions for small-scale users? And, more generally, is it possible for a single contract to reflect the potential diversity of MLS users? Currently, research shows that it is mostly public research institutes and genebanks in developing countries that are using the system. How can the engagement of commercial actors be ensured without creating a disincentive for existing users? Working Group discussions acknowledged all these fundamental questions, and participants took note of each other's different needs and priorities.

Participants understand increasingly well the complexity of the issue at hand. Maintaining exchanges as unrestricted as possible for the sake of global food security, while attempting to reverse what many see as decades of injustice suffered mostly by smallholder farmers in developing countries, is no easy task. To that end, more and more voices were heard stressing that ABS systems create unnecessary hurdles and are too complicated to succeed. These voices pointed to the simplicity and predictability of the model used by Norway, which imposes a tax on seed sales within its jurisdiction, and uses the accumulated funds as their national contribution to the BSF. They called for finding ways to duplicate this model, or even promote it through intergovernmental agreement. While some thought that the Norwegian model may not be suitable for a multilateral global agreement, the option of having countries as subscribers in the system, representing all companies in their jurisdiction, was tabled by the CGIAR Consortium and was enthusiastically supported by some regions.

Meanwhile, coverage of the Treaty has become more comprehensive especially through the recent ratification by the US. This has been hailed by parties and stakeholders, who are eagerly waiting for the country to notify the Secretariat of its vast crops collections to be included in the MLS.

ACKNOWLEDGING LINKAGES, PROMOTING PARTNERSHIPS

The Working Group is only part of the picture. Held on its heels, a meeting of the Treaty's Committee on the Funding Strategy will continue exploring solutions towards enhanced funding and benefit-sharing mechanisms. An informal meeting hosted by Switzerland in the coming months aims to promote frank and open deliberations on the SMTA revision and the subscription system. It will be an additional opportunity to make progress before the Governing Body session, scheduled later in 2017 in Rwanda.

In the meantime, as implementation of the Nagoya Protocol on ABS moves forward and negotiations on a new treaty on marine biodiversity in areas beyond national jurisdiction are ongoing, the Treaty attracts increasing attention. Institutional collaboration and mutual learning are needed to ensure consistency and inspire new ways forward. Similarly, the issue of access to genetic information and matters arising from synthetic biology are being addressed under the Convention on Biological Diversity and the FAO Commission on Genetic Resources for Food and Agriculture, as well as the World Health Organization (WHO) in the context of its Pandemic Influenza Preparedness (PIP) framework for the sharing of influenza viruses and access to vaccines and other benefits. Discussions in the WHO context are particularly advanced on the matter, and Member States will soon be considering amending the definition of PIP biological materials to include genetic information.

Still, compared to the Treaty's potential contribution to global food security, sustainable agriculture and several other Sustainable Development Goals, its profile is relatively low in the international policy arena, and political interest needs to be raised. The launch mechanism for an enhanced MLS, discussed during the meeting as a mechanism to simultaneously generate funds for the BSF and expand the Treaty's crop coverage, was proposed as one way to generate political will and raise the Treaty's profile. Others stressed the need for new partnerships, pointing to the Committee on World Food Security as well as the Human Rights Council and other human rights bodies. As challenges become more complex, the Treaty community needs to embrace such partnerships and look for mutual learning opportunities, in search of imaginative solutions.

UPCOMING MEETINGS

Eighth Meeting of the ITPGRFA *Ad Hoc* Advisory Committee on the Funding Strategy: This Committee will focus on the review of the Treaty's Funding Strategy, to be considered at the seventh session of Governing Body. **dates:** 20-21 March 2017 **location:** Rome, Italy **contact:** ITPGRFA Secretariat **phone:** +39-6-57053441 **fax:** +39-6-57053057 **email:** pgrfa-treaty@fao.org **www:** <http://www.fao.org/plant-treaty/meetings/meetings-detail/en/c/414994/>

Global Symposium on Soil Organic Carbon: The Global Symposium on Soil Organic Carbon is a scientific meeting aiming to contribute to the efforts of ending hunger and malnutrition, climate change adaptation, reversing land degradation, and overall sustainable development, while linking sustainable soil

management and climate change mitigation and adaptation.

dates: 21-23 March 2017 **location:** Rome, Italy **contact:** FAO **email:** GSOC17@fao.org **www:** <http://www.fao.org/about/meetings/soil-organic-carbon-symposium>

BBNJ PrepCom 3 and 4: The third and fourth meetings of the Preparatory Committee established by General Assembly Resolution 69/292: Development of an international legally binding instrument under the UN Convention on the Law of the Sea on the conservation and sustainable use of marine biological diversity of areas beyond national jurisdiction will continue its work. **dates:** 27 March - 7 April 2017 and 10-21 July 2017 **location:** UN Headquarters, New York **contact:** UN Division for Ocean Affairs and the Law of the Sea (UNDOALOS) **phone:** +1-212-963-3962 **email:** doalos@un.org **www:** <http://www.un.org/depts/los/biodiversity/prepcom.htm>

Global Soil Week 2017: Held under the theme “Catalysing SDG Implementation through a Soil and Land Review” Global Soil Week 2017 will look at the SDGs to be reviewed in-depth at the fifth meeting of the High-level Political Forum on Sustainable Development through the perspective of land and soils, providing an integrative perspective across the SDGs. The event also provides a forum for different actors to express their priorities regarding SDG implementation. **dates:** 22-24 May 2017 **location:** Berlin, Germany **contact:** IASS Potsdam **phone:** +49-331-288223-00 **fax:** +49-331-288223-10 **email:** GlobalSoilWeek@iass-potsdam.de **www:** <http://www.globalsoilweek.org/>

International Day for Biological Diversity 2017: The 2017 International Day for Biological Diversity will be celebrated under the theme, “Biodiversity and Sustainable Tourism,” coinciding with the designation by the UN General Assembly of 2017 as the International Year of Sustainable Tourism for Development. **date:** 22 May 2017 **location:** worldwide **contact:** CBD Secretariat **email:** secretariat@cbd.int **www:** <https://www.cbd.int/idb/2017/>

14th International Symposium on the Biosafety of Genetically Modified Organisms: The goal of this symposium, organized by the International Society for Biosafety Research, is to advance the standing of biosafety research around the world and shape the ways in which GM technology is applied and regulated. The 2017 theme is “Environmental risk assessment of GMOs: past, present and future.” **dates:** 4-8 June 2017 **location:** Guadalajara, Mexico **contact:** Natalia Bogdanova **email:** bogdanova.natalia85@gmail.com **www:** <http://isbr.info/ISBGMO14>

Fifth Session of the Global Soil Partnership Assembly: The Global Soil Partnership (GSP) Assembly is the main, annual meeting of the Partnership charged with reviewing and prioritizing GSP actions, and facilitating a balanced regional decision-making process. **dates:** 20-22 June 2017 **location:** Rome, Italy **contact:** FAO GSP Secretariat **phone:** +39-6-57051 **email:** GSP-Secretariat@FAO.org **www:** <http://www.fao.org/global-soil-partnership/overview/plenary-assembly/en/>

HLPF 5: The fifth session of the High-level Political Forum on Sustainable Development, convening under the auspices of the UN Economic and Social Council (ECOSOC), will be held under the theme “Eradicating poverty and promoting prosperity in a changing world.” HLPF 5 will conduct in-depth reviews of the implementation of five SDGs, including SDG 2 (End hunger, achieve food security and improved nutrition and promote sustainable agriculture). **dates:** 10-19 July 2017 **location:** UN Headquarters, New York **contact:** UN Division for Sustainable

Development, Department of Economic and Social Affairs **www:** <https://sustainabledevelopment.un.org/hlpf>

19th Annual BIOECON Conference: Held under the theme “Evidence-based environmental policies and the optimal management of natural resources,” the nineteenth BIOECON Conference will provide a platform for the dissemination of high-quality research on the economics of environmental protection and biodiversity conservation. **dates:** 21-22 September 2017 **location:** Tilburg, Netherlands **contact:** Ms. Kristel Suijs **email:** bioecon@bioecon-network.org **www:** <http://bioecon-network.org/>

44th Committee on World Food Security (CFS): CFS 44 will address key policy issues and scientific and evidence-based reports on a wide range of food security and nutrition topics. **dates:** 9-13 October 2017 **location:** Rome, Italy **contact:** CFS Secretariat **email:** cfs@fao.org **www:** <http://www.fao.org/cfs/>

UPOV Council 51: The 51st Council of the International Union for the Protection of New Varieties of Plants (UPOV) will address, *inter alia*, technical and legal issues related to breeders’ rights and plant variety protection, and the biennial programme and budget. **date:** 26 October 2017 **location:** Geneva, Switzerland **contact:** UPOV Secretariat **phone:** +41- 22-338-9111 **fax:** +41-22-733-0336 **email:** upov.mail@upov.int **www:** <http://www.upov.int/meetings/en/calendar.html>

ITPGRFA GB 7 and Seventh Meeting of the Working Group to Enhance the Functioning of the MLS: GB 7 is expected to consider the revised SMTA, including a subscription system, and consider other key agenda items relating to the functioning and implementation of the Treaty, including, among others: crop coverage under the MLS; the Funding Strategy, the Global Information System, sustainable use, farmers’ rights, and cooperation with other bodies. It will be preceded by the seventh meeting of the Working Group to Enhance the Functioning of the MLS. **dates:** October/November 2017 (tbc) **location:** Kigali, Rwanda (tbc) **contact:** ITPGRFA Secretariat **phone:** +39-6-57053441 **fax:** +39-6-57053057 **email:** pgrfa-treaty@fao.org **www:** <http://www.fao.org/plant-treaty/>

For additional meetings, see our SDG Knowledge Hub at <http://sdg.iisd.org/>

GLOSSARY

ABS	Access and Benefit-sharing
BSF	Benefit-sharing Fund
CBD	Convention on Biological Diversity
CGRFA	FAO Commission on Genetic Resources for Food and Agriculture
FAO	Food and Agriculture Organization of the UN
GB	Governing Body
GRULAC	Latin American and Caribbean Group
IPRs	Intellectual property rights
ITPGRFA	International Treaty on Plant Genetic Resources for Food and Agriculture
MLS	Multilateral System
PGRFA	Plant genetic resources for food and agriculture
Product	PGRFA that incorporate MLS material or any of its genetic parts or components, that is ready for commercialization, excluding commodities and other products used for food, feed and processing
SDGs	Sustainable Development Goals
SMTA	Standard Material Transfer Agreement