The International Treaty
ON PLANT GENETIC RESOURCES FOR FOOD AND AGRICULTURE

International Treaty on Plant Genetic Resources for Food and Agriculture





The Habsburg Emperor Rudolf II as Vertumnus,
by Giuseppe Arcimboldo, 1591. Skokloster Castle, Sweden

A GLOBAL TREATY FOR FOOD SECURITY
AND SUSTAINABLE AGRICULTURE

International treaty on plant genetic resources for food and agriculture

Food and Agriculture Organization of the United Nations

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Preamble

The Contracting Parties,

Convinced of the special nature of plant genetic resources for food and agriculture, their distinctive features and problems needing distinctive solutions;

Alarmed by the continuing erosion of these resources;

Cognizant that plant genetic resources for food and agriculture are a common concern of all countries, in that all countries depend very largely on plant genetic resources for food and agriculture that originated elsewhere;

Acknowledging that the conservation, exploration, collection, characterization, evaluation and documentation of plant genetic resources for food and agriculture are essential in meeting the goals of the Rome Declaration on World Food Security and the World Food Summit Plan of Action and for sustainable agricultural development for this and future generations, and that the capacity of developing countries and countries with economies in transition to undertake such tasks needs urgently to be reinforced;

Noting that the Global Plan of Action for the Conservation and Sustainable Use of Plant Genetic Resources for Food and Agriculture is an internationally agreed framework for such activities;

Acknowledging further that plant genetic resources for food and agriculture are the raw material indispensable for crop genetic improvement, whether by means of farmers' selection, classical plant breeding or modern biotechnologies, and are essential in adapting to unpredictable environmental changes and future human needs;

Affirming that the past, present and future contributions of farmers in all regions of the world, particularly those in centres of origin and diversity, in conserving, improving and making available these resources, is the basis of Farmers' Rights;

Affirming also that the rights recognized in this Treaty to save, use, exchange and sell farm-saved seed and other propagating material, and to participate in decision-making regarding, and in the fair and equitable sharing of the benefits arising from, the use of plant genetic resources for food and agriculture, are fundamental to the realization of Farmers' Rights, as well as the promotion of Farmers' Rights at national and international levels;

Recognizing that this Treaty and other international agreements relevant to this Treaty should be mutually supportive with a view to sustainable agriculture and food security;

Affirming that nothing in this Treaty shall be interpreted as implying in any way a change in the rights and obligations of the Contracting Parties under other international agreements;

Understanding that the above recital is not intended to create a hierarchy between this Treaty and other international agreements;

Aware that questions regarding the management of plant genetic resources for food and agriculture are at the meeting point between agriculture, the environment and commerce, and convinced that there should be synergy among these sectors;

Aware of their responsibility to past and future generations to conserve the World's diversity of plant genetic resources for food and agriculture;

Recognizing that, in the exercise of their sovereign rights over their plant genetic resources for food and agriculture, states may mutually benefit from the creation of an effective multilateral system for facilitated access to a negotiated selection of these resources and for the fair and equitable sharing of the benefits arising from their use; and

Desiring to conclude an international agreement within the framework of the Food and Agriculture Organization of the United Nations, hereinafter referred to as FAO, under Article XIV of the FAO Constitution;

Have agreed as follows:



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Part I
Introduction



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Article 1 - Objectives

1.1 The objectives of this Treaty are the conservation and sustainable use of plant genetic resources for food and agriculture and the fair and equitable sharing of the benefits arising out of their use, in harmony with the Convention on Biological Diversity, for sustainable agriculture and food security.

1.2 These objectives will be attained by closely linking this Treaty to the Food and Agriculture Organization of the United Nations and to the Convention on Biological Diversity.

Article 2 - Use of terms

For the purpose of this Treaty, the following terms shall have the meanings hereunder assigned to them. These definitions are not intended to cover trade in commodities:

"In situ conservation" means the conservation of ecosystems and natural habitats and the maintenance and recovery of viable populations of species in their natural surroundings and, in the case of domesticated or cultivated plant species, in the surroundings where they have developed their distinctive properties.

"*Ex situ* conservation" means the conservation of plant genetic resources for food and agriculture outside their natural habitat.



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"Plant genetic resources for food and agriculture" means any genetic material of plant origin of actual or potential value for food and agriculture.

"Genetic material" means any material of plant origin, including reproductive and vegetative propagating material, containing functional units of heredity.

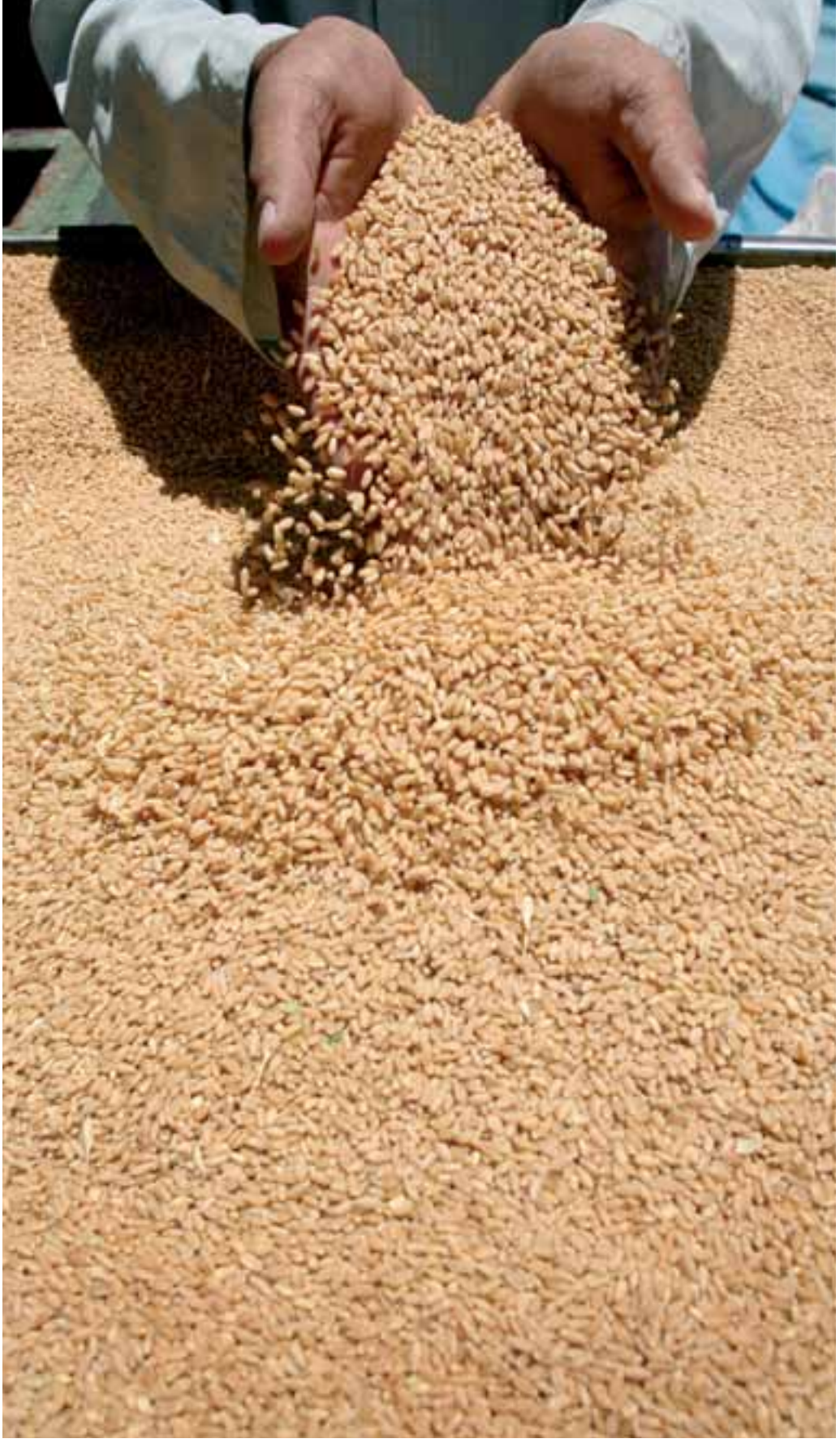
"Variety" means a plant grouping, within a single botanical taxon of the lowest known rank, defined by the reproducible expression of its distinguishing and other genetic characteristics.
"*Ex situ* collection" means a collection of plant genetic resources for food and agriculture maintained outside their natural habitat.

"Centre of origin" means a geographical area where a plant species, either domesticated or wild, first developed its distinctive properties.

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

Article 3 - Scope

This Treaty relates to plant genetic resources for food and agriculture.



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Part II
General provisions

Article 4 - General Obligations

Each Contracting Party shall ensure the conformity of its laws, regulations and procedures with its obligations as provided in this Treaty.

Article 5 - Conservation, Exploration, Collection, Characterization, Evaluation and Documentation of Plant Genetic Resources for Food and Agriculture

5.1 Each Contracting Party shall, subject to national legislation, and in cooperation with other Contracting Parties where appropriate, promote an integrated approach to the exploration, conservation and sustainable use of plant genetic resources for food and agriculture and shall in particular, as appropriate:

a) Survey and inventory plant genetic resources for food and agriculture, taking into account the status and degree of variation in existing populations, including those that are of potential use and, as feasible, assess any threats to them;

b) Promote the collection of plant genetic resources for food and agriculture and relevant associated information on those plant genetic resources that are under threat or are of potential use;

c) Promote or support, as appropriate, farmers and local communities' efforts to manage and conserve on-farm their plant genetic resources for food and agriculture;

d) Promote in situ conservation of wild crop relatives and wild plants for food production, including in protected areas, by supporting, inter alia, the efforts of indigenous and local communities;

e) Cooperate to promote the development of an efficient and sustainable system of *ex situ* conservation, giving due attention to the need for adequate documentation, characterization, regeneration and evaluation, and promote the development and transfer of appropriate technologies for this purpose with a view to improving the sustainable use of plant genetic resources for food and agriculture;

f) Monitor the maintenance of the viability, degree of variation, and the genetic integrity of collections of plant genetic resources for food and agriculture.

5.2 The Contracting Parties shall, as appropriate, take steps to minimize or, if possible, eliminate threats to plant genetic resources for food and agriculture.



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Article 6 - Sustainable Use of Plant Genetic Resources

6.1 The Contracting Parties shall develop and maintain appropriate policy and legal measures that promote the sustainable use of plant genetic resources for food and agriculture.

6.2 The sustainable use of plant genetic resources for food and agriculture may include such measures as:

a) pursuing fair agricultural policies that promote, as appropriate, the development and maintenance of diverse farming systems that enhance the sustainable use of agricultural biological diversity and other natural resources;

b) strengthening research which enhances and conserves biological diversity by maximizing intra- and inter-specific variation for the benefit of farmers, especially those who generate and use their own varieties and apply ecological principles in maintaining soil fertility and in combating diseases, weeds and pests;

c) promoting, as appropriate, plant breeding efforts which, with the participation of farmers, particularly in developing countries, strengthen the capacity to develop varieties particularly adapted to social, economic and ecological conditions, including in marginal areas;



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d) broadening the genetic base of crops and increasing the range of genetic diversity available to farmers;

e) promoting, as appropriate, the expanded use of local and locally adapted crops, varieties and underutilized species;

f) supporting, as appropriate, the wider use of diversity of varieties and species in on-farm management, conservation and sustainable use of crops and creating strong links to plant breeding and agricultural development in order to reduce crop vulnerability and genetic erosion, and promote increased world food production compatible with sustainable development; and

g) reviewing, and, as appropriate, adjusting breeding strategies and regulations concerning variety release and seed distribution.

Article 7 - National Commitments and International Cooperation

7.1 Each Contracting Party shall, as appropriate, integrate into its agriculture and rural development policies and programmes, activities referred to in Articles 5 and 6, and cooperate with other Contracting Parties, directly or through FAO and other relevant international organizations, in the conservation and sustainable use of plant genetic resources for food and agriculture.

7.2 International cooperation shall, in particular, be directed to:



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a) establishing or strengthening the capabilities of developing countries and countries with economies in transition with respect to conservation and sustainable use of plant genetic resources for food and agriculture;

b) enhancing international activities to promote conservation, evaluation, documentation, genetic enhancement, plant breeding, seed multiplication; and sharing, providing access to, and exchanging, in conformity with Part IV, plant genetic resources for food and agriculture and appropriate information and technology;

c) maintaining and strengthening the institutional arrangements provided for in Part V; and

d) implement the funding strategy of Article 18.

Article 8 - Technical Assistance

The Contracting Parties agree to promote the provision of technical assistance to Contracting Parties, especially those that are developing countries or countries with economies in transition, either bilaterally or through the appropriate international organizations, with the objective of facilitating the implementation of this Treaty.



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Part III
Farmers' rights

Article 9 - Farmers' Rights

9.1 The Contracting Parties recognize the enormous contribution that the local and indigenous communities and farmers of all regions of the world, particularly those in the centres of origin and crop diversity, have made and will continue to make for the conservation and development of plant genetic resources which constitute the basis of food and agriculture production throughout the world.

9.2 The Contracting Parties agree that the responsibility for realizing Farmers' Rights, as they relate to plant genetic resources for food and agriculture, rests with national governments. In accordance with their needs and priorities, each Contracting Party should, as appropriate, and subject to its national legislation, take measures to protect and promote Farmers' Rights, including:

a) protection of traditional knowledge relevant to plant genetic resources for food and agriculture;



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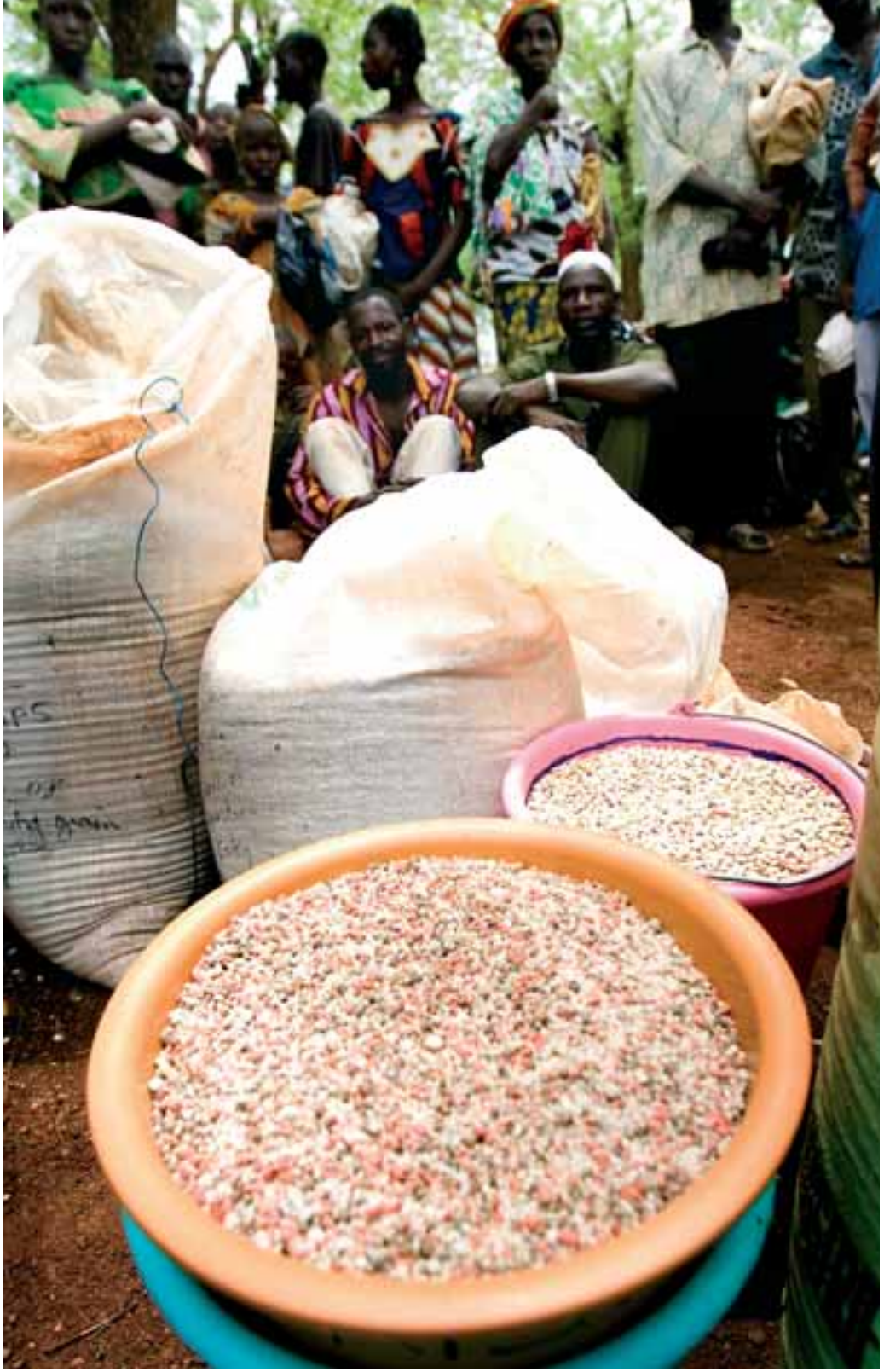
b) the right to equitably participate in sharing benefits arising from the utilization of plant genetic resources for food and agriculture; and

c) the right to participate in making decisions, at the national level, on matters related to the conservation and sustainable use of plant genetic resources for food and agriculture.

9.3 Nothing in this Article shall be interpreted to limit any rights that farmers have to save, use, exchange and sell farm-saved seed/propagating material, subject to national law and as appropriate.



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FAO/A. Benedetti

Part IV
The multilateral system of access and benefit-sharing

Article 10 - Multilateral System of Access and Benefit-sharing

10.1 In their relationships with other States, the Contracting Parties recognize the sovereign rights of States over their own plant genetic resources for food and agriculture, including that the authority to determine access to those resources rests with national governments and is subject to national legislation.

10.2 In the exercise of their sovereign rights, the Contracting Parties agree to establish a multilateral system, which is efficient, effective, and transparent, both to facilitate access to plant genetic resources for food and agriculture, and to share, in a fair and equitable way, the benefits arising from the utilization of these resources, on a complementary and mutually reinforcing basis.

Article 11 - Coverage of the Multilateral System

11.1 In furtherance of the objectives of conservation and sustainable use of plant genetic resources for food and agriculture and the fair and equitable sharing of benefits arising out of their use, as stated in Article 1, the Multilateral System shall cover the plant genetic resources for food and agriculture listed in Annex I, established according to criteria of food security and interdependence.



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11.2 The Multilateral System, as identified in Article 11.1, shall include all plant genetic resources for food and agriculture listed in Annex I that are under the management and control of the Contracting Parties and in the public domain. With a view to achieving the fullest possible coverage of the Multilateral System, the Contracting Parties invite all other holders of the plant genetic resources for food and agriculture listed in Annex I to include these plant genetic resources for food and agriculture in the Multilateral System.

11.3 Contracting Parties also agree to take appropriate measures to encourage natural and legal persons within their jurisdiction who hold plant genetic resources for food and agriculture listed in Annex I to include such plant genetic resources for food and agriculture in the Multilateral System.

11.4 Within two years of the entry into force of the Treaty, the Governing Body shall assess the progress in including the plant genetic resources for food and agriculture referred to in paragraph 11.3 in the Multilateral System. Following this assessment, the Governing Body shall decide whether access shall continue to be facilitated to those natural and legal persons referred to in paragraph 11.3 that have not included these plant genetic resources for food and agriculture in the Multilateral System, or take such other measures as it deems appropriate.

11.5 The Multilateral System shall also include the plant genetic resources for food and agriculture listed in Annex I and held in the *ex situ* collections of the International Agricultural Research Centres of the Consultative Group on International Agricultural Research (CGIAR), as provided in Article 15.1a, and in other international institutions, in accordance with Article 15.5.

Article 12 - Facilitated access to plant genetic resources for food and agriculture within the Multilateral System

12.1 The Contracting Parties agree that facilitated access to plant genetic resources for food and agriculture under the Multilateral System, as defined in Article 11, shall be in accordance with the provisions of this Treaty.

12.2 The Contracting Parties agree to take the necessary legal or other appropriate measures to provide such access to other Contracting Parties through the Multilateral System. To this effect, such access shall also be provided to legal and natural persons under the jurisdiction of any Contracting Party, subject to the provisions of Article 11.4.

12.3 Such access shall be provided in accordance with the conditions below:



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a) Access shall be provided solely for the purpose of utilization and conservation for research, breeding and training for food and agriculture, provided that such purpose does not include chemical, pharmaceutical and/or other non-food/feed industrial uses. In the case of multiple-use crops (food and non-food), their importance for food security should be the determinant for their inclusion in the Multilateral System and availability for facilitated access.

b) Access shall be accorded expeditiously, without the need to track individual accessions and free of charge, or, when a fee is charged, it shall not exceed the minimal cost involved;

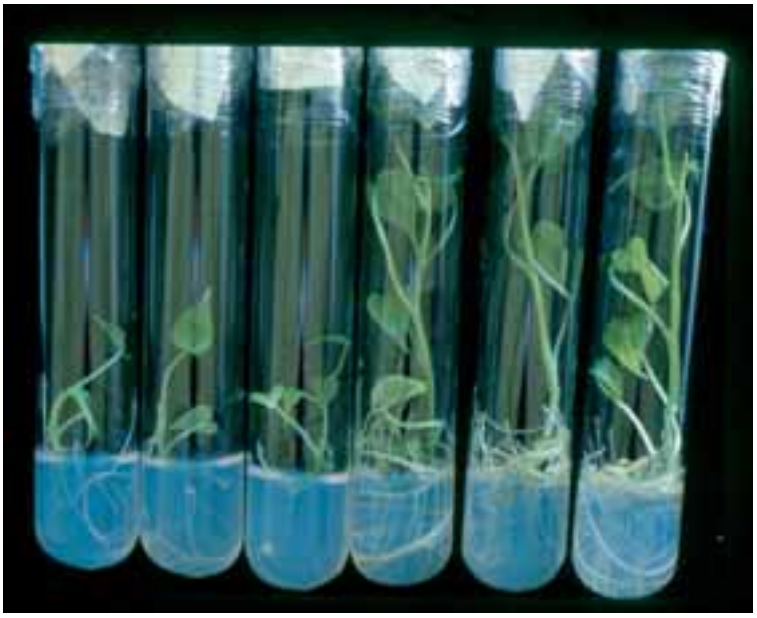
c) All available passport data and, subject to applicable law, any other associated available non-confidential descriptive information, shall be made available with the plant genetic resources for food and agriculture provided;

d) Recipients shall not claim any intellectual property or other rights that limit the facilitated access to the plant genetic resources for food and agriculture, or their genetic parts or components, in the form received from the Multilateral System;

e) Access to plant genetic resources for food and agriculture under development, including material being developed by farmers, shall be at the discretion of its developer, during the period of its development;

f) Access to plant genetic resources for food and agriculture protected by intellectual and other property rights shall be consistent with relevant international agreements, and with relevant national laws;

g) Plant genetic resources for food and agriculture accessed under the Multilateral System and conserved shall continue to be made available to the Multilateral System by the recipients of those plant genetic resources for food and agriculture, under the terms of this Treaty; and



J.T. Esquinas

h) Without prejudice to the other provisions under this Article, the Contracting Parties agree that access to plant genetic resources for food and agriculture found in in situ conditions will be provided according to national legislation or, in the absence of such legislation, in accordance with such standards as may be set by the Governing Body.

12.4 To this effect, facilitated access, in accordance with Articles 12.2 and 12.3 above, shall be provided pursuant to a standard material transfer agreement (MTA), which shall be adopted by the Governing Body and contain the provisions of Articles 12.3a, d and g, as well as the benefit-sharing provisions set forth in Article 13.2d(ii) and other relevant provisions of this Treaty, and the provision that the recipient of the plant genetic resources for food and agriculture shall require that the conditions of the MTA shall apply to the transfer of plant genetic resources for food and agriculture to another person or entity, as well as to any subsequent transfers of those plant genetic resources for food and agriculture.

12.5 Contracting Parties shall ensure that an opportunity to seek recourse is available, consistent with applicable jurisdictional requirements, under their legal systems, in case of contractual disputes arising under such MTAs, recognizing that obligations arising under such MTAs rest exclusively with the parties to those MTAs.

12.6 In emergency disaster situations, the Contracting Parties agree to provide facilitated access to appropriate plant genetic resources for food and agriculture in the Multilateral System for the purpose of contributing to the re-establishment of agricultural systems, in cooperation with disaster relief co-ordinators.

Article 13 - Benefit-sharing in the Multilateral System

13.1 The Contracting Parties recognize that facilitated access to plant genetic resources for food and agriculture which are included in the Multilateral System constitutes itself a major benefit of the Multilateral System and agree that benefits accruing therefrom shall be shared fairly and equitably in accordance with the provisions of this Article.

13.2 The Contracting Parties agree that benefits arising from the use, including commercial, of plant genetic resources for food and agriculture under the Multilateral System shall be shared fairly and equitably through the following mechanisms: the exchange of information, access to and transfer of technology, capacity-building, and the sharing of the benefits arising from commercialization, taking into account the priority activity areas in the rolling Global Plan of Action, under the guidance of the Governing Body:

a) Exchange of information:

The Contracting Parties agree to make available information which shall, inter alia, encompass catalogues and inventories, information on technologies, results of technical, scientific and socio-economic research, including characterization, evaluation and utilization, regarding those plant genetic resources for food and agriculture under the Multilateral System. Such information shall be made available, where non-confidential, subject to applicable law and in accordance with national capabilities. Such information shall be made available to all Contracting Parties to this Treaty through the information system, provided for in Article 17.

b) Access to and transfer of technology

i) the Contracting Parties undertake to provide and/or facilitate access to technologies for the conservation, characterization, evaluation and use of plant genetic resources for food and agriculture which are under the Multilateral System. Recognizing that some technologies can only be transferred through genetic material, the Contracting Parties shall provide and/or facilitate access to such technologies and genetic material which is under the Multilateral System and to improved varieties and genetic material developed through the use of plant genetic resources for food and agriculture under the Multilateral System, in conformity with the provisions of Article 12. Access to these technologies, improved varieties and genetic material shall be provided and/or facilitated, while respecting applicable property rights and access laws, and in accordance with national capabilities.

ii) access to and transfer of technology to countries, especially to developing countries and countries with economies in transition, shall be carried out through a set of measures, such as the establishment and maintenance of, and participation in, crop-based thematic groups on utilization of plant genetic resources for food and agriculture, all types of partnership in research and development and in commercial joint ventures relating to the material received, human resource development, and effective access to research facilities.

iii) access to and transfer of technology as referred to in (i) and (ii) above, including that protected by intellectual property rights, to developing countries that are Contracting Parties, in particular least developed countries, and countries with economies in transition, shall be provided and/or facilitated under fair and most favourable terms, in particular in the case of technologies for use in conservation

as well as technologies for the benefit of farmers in developing countries, especially in least developed countries, and countries with economies in transition, including on concessional and preferential terms where mutually agreed, inter alia, through partnerships in research and development under the Multilateral System. Such access and transfer shall be provided on terms which recognize and are consistent with the adequate and effective protection of intellectual property rights.

c) Capacity-building

Taking into account the needs of developing countries and countries with economies in transition, as expressed through the priority they accord to building capacity in plant genetic resources for food and agriculture in their plans and programmes, when in place, in respect of those plant genetic resources for food and agriculture covered by the Multilateral System, the Contracting Parties agree to give priority to (i) establishing and/or strengthening programmes for scientific and technical education and training in conservation and sustainable use of plant genetic resources for food and agriculture, (ii) developing and strengthening facilities for conservation and sustainable use of plant genetic resources for food and agriculture, in particular in developing countries, and countries with economies in transition, and (iii) carrying out scientific research preferably, and where possible, in developing countries and countries with economies in transition, in cooperation with institutions of such countries, and developing capacity for such research in fields where they are needed.



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d) Sharing of monetary and other benefits of commercialization

i) The Contracting Parties agree, under the Multilateral System, to take measures in order to achieve commercial benefit-sharing, through the involvement of the private and public sectors in activities identified under this Article, through partnerships and collaboration, including with the private sector in developing countries and countries with economies in transition, in research and technology development;

ii) The Contracting Parties agree that the standard Material Transfer Agreement referred to in Article 12.4 shall include a requirement that a recipient who commercializes a product that is a plant genetic resource for food and agriculture and that incorporates material accessed from the Multilateral System, shall pay to the mechanism referred to in Article 19.3f, an equitable share of the benefits arising from the commercialization of that product, except whenever such a product is available without restriction to others for further research and breeding, in which case the recipient who commercializes shall be encouraged to make such payment.

The Governing Body shall, at its first meeting, determine the level, form and manner of the payment, in line with commercial practice. The Governing Body may decide to establish different levels of payment for various categories of recipients who commercialize such products; it may also decide on the need to exempt from such payments small farmers in developing countries and in countries with economies in transition. The Governing Body may, from time to time, review the levels of payment with a view to achieving fair and equitable sharing of benefits, and it may also assess, within a period of five years from the entry into force of this Treaty, whether the mandatory payment requirement in the MTA shall apply also in cases where such commercialized products are available without restriction to others for further research and breeding.

13.3 The Contracting Parties agree that benefits arising from the use of plant genetic resources for food and agriculture that are shared under the Multilateral System should flow primarily, directly and indirectly, to farmers in all countries, especially in developing countries, and countries with economies in transition, who conserve and sustainably utilize plant genetic resources for food and agriculture.

13.4 The Governing Body shall, at its first meeting, consider relevant policy and criteria for specific assistance under the agreed funding strategy established under Article 18 for the conservation of plant genetic resources for food and agriculture in developing countries, and countries with economies in transition whose contribution to the diversity of plant genetic resources for food and agriculture in the Multilateral System is significant and/or which have special needs.

13.5 The Contracting Parties recognize that the ability to fully implement the Global Plan of Action, in particular of developing countries and countries with economies in transition, will depend largely upon the effective implementation of this Article and of the funding strategy as provided in Article 18.

13.6 The Contracting Parties shall consider modalities of a strategy of voluntary benefit-sharing contributions whereby Food Processing Industries that benefit from plant genetic resources for food and agriculture shall contribute to the Multilateral System.



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FAO/K. Wiederhoefen

Part V

Supporting components

Article 14 - Global Plan of Action

Recognizing that the rolling Global Plan of Action for the Conservation and Sustainable Use of Plant Genetic Resources for Food and Agriculture is important to this Treaty, Contracting Parties should promote its effective implementation, including through national actions and, as appropriate, international cooperation to provide a coherent framework, inter alia, for capacity-building, technology transfer and exchange of information, taking into account the provisions of Article 13.

Article 15 - *Ex Situ* Collections of Plant Genetic Resources for Food and Agriculture held by the International Agricultural Research Centres of the Consultative Group on International Agricultural Research and other International Institutions

15.1 The Contracting Parties recognize the importance to this Treaty of the *ex situ* collections of plant genetic resources for food and agriculture held in trust by the International Agricultural Research Centres (IARCs) of the Consultative Group on International Agricultural Research (CGIAR). The Contracting Parties call upon the IARCs to sign agreements with the Governing Body with regard to such *ex situ* collections, in accordance with the following terms and conditions:

a) Plant genetic resources for food and agriculture listed in Annex I of this Treaty and held by the IARCs shall be made available in accordance with the provisions set out in Part IV of this Treaty.

b) Plant genetic resources for food and agriculture other than those listed in Annex I of this Treaty and collected before its entry into force that are held by IARCs shall be made available in accordance with the provisions of the MTA currently in use pursuant to agreements between the IARCs and the FAO. This MTA shall be amended by the Governing Body no later than its second regular session, in consultation with the IARCs, in accordance with the relevant provisions of this Treaty, especially Articles 12 and 13, and under the following conditions:

i) The IARCs shall periodically inform the Governing Body about the MTAs entered into, according to a schedule to be established by the Governing Body;

ii) The Contracting Parties in whose territory the plant genetic resources for food and agriculture were collected from in situ conditions shall be provided with samples of such plant genetic resources for food and agriculture on demand, without any MTA;

iii) Benefits arising under the above MTA that accrue to the mechanism mentioned

in Article 19.3f shall be applied, in particular, to the conservation and sustainable use of the plant genetic resources for food and agriculture in question, particularly in national and regional programmes in developing countries and countries with economies in transition, especially in centres of diversity and the least developed countries; and

iv) The IARCs shall take appropriate measures, in accordance with their capacity, to maintain effective compliance with the conditions of the MTAs, and shall promptly inform the Governing Body of cases of non-compliance.

c) IARCs recognize the authority of the Governing Body to provide policy guidance relating to *ex situ* collections held by them and subject to the provisions of this Treaty.

d) The scientific and technical facilities in which such *ex situ* collections are conserved shall remain under the authority of the IARCs, which undertake to manage and administer these *ex situ* collections in accordance with internationally accepted standards, in particular the Genebank Standards as endorsed by the FAO Commission on Genetic Resources for Food and Agriculture.

e) Upon request by an IARC, the Secretary shall endeavour to provide appropriate technical support.



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f) The Secretary shall have, at any time, right of access to the facilities, as well as right to inspect all activities performed therein directly related to the conservation and exchange of the material covered by this Article.

g) If the orderly maintenance of these *ex situ* collections held by IARCs is impeded or threatened by whatever event, including force majeure, the Secretary, with the approval of the host country, shall assist in its evacuation or transfer, to the extent possible.

15.2 The Contracting Parties agree to provide facilitated access to plant genetic resources for food and agriculture in Annex I under the Multilateral System to IARCs of the CGIAR that have signed agreements with the Governing Body in accordance with this Treaty. Such Centres shall be included in a list held by the Secretary to be made available to the Contracting Parties on request.

15.3 The material other than that listed in Annex I, which is received and conserved by IARCs after the coming into force of this Treaty, shall be available for access on terms consistent with those mutually agreed between the IARCs that receive the material and the country of origin of such resources or the country that has acquired those resources in accordance with the Convention on Biological Diversity or other applicable law.

15.4 The Contracting Parties are encouraged to provide IARCs that have signed agreements with the Governing Body with access, on mutually agreed terms, to plant genetic resources for food and agriculture not listed in Annex I that are important to the programmes and activities of the IARCs.

15.5 The Governing Body will also seek to establish agreements for the purposes stated in this Article with other relevant international institutions.

Article 16 - International Plant Genetic Resources Networks

16.1 Existing cooperation in international plant genetic resources for food and agriculture networks will be encouraged or developed on the basis of existing arrangements and consistent with the terms of this Treaty, so as to achieve as complete coverage as possible of plant genetic resources for food and agriculture.

16.2 The Contracting Parties will encourage, as appropriate, all relevant institutions, including governmental, private, non-governmental, research, breeding and other institutions, to participate in the international networks.

Article 17 - The Global Information System on Plant Genetic Resources for Food and Agriculture

17.1 The Contracting Parties shall cooperate to develop and strengthen a global information system to facilitate the exchange of information, based on existing information systems, on scientific, technical and environmental matters related to plant genetic resources for food and agriculture, with the expectation that such exchange of information will contribute to the sharing of benefits by making information on plant genetic resources for food and agriculture available to all Contracting Parties. In developing the Global Information System, cooperation will be sought with the Clearing House Mechanism of the Convention on Biological Diversity.

17.2 Based on notification by the Contracting Parties, early warning should be provided about hazards that threaten the efficient maintenance of plant genetic resources for food and agriculture, with a view to safeguarding the material.

17.3 The Contracting Parties shall cooperate with the Commission on Genetic Resources for Food and Agriculture of the FAO in its periodic reassessment of the state of the world's plant genetic resources for food and agriculture in order to facilitate the updating of the rolling Global Plan of Action referred to in Article 14.



FAO/G. Napolitano



J. Gari

Part VI
Financial provisions

Article 18 - Financial Resources

18.1 The Contracting Parties undertake to implement a funding strategy for the implementation of this Treaty in accordance with the provisions of this Article.

18.2 The objectives of the funding strategy shall be to enhance the availability, transparency, efficiency and effectiveness of the provision of financial resources to implement activities under this Treaty.

18.3 In order to mobilize funding for priority activities, plans and programmes, in particular in developing countries and countries with economies in transition, and taking the Global Plan of Action into account, the Governing Body shall periodically establish a target for such funding.

18.4 Pursuant to this funding strategy:

a) The Contracting Parties shall take the necessary and appropriate measures within the Governing Bodies of relevant international mechanisms, funds and bodies to ensure due priority and attention to the effective allocation of predictable and agreed resources for the implementation of plans and programmes under this Treaty.

b) The extent to which Contracting Parties that are developing countries and Contracting Parties with economies in transition will effectively implement their commitments under this Treaty will depend on the effective allocation, particularly by the developed country Parties, of the resources referred to in this Article. Contracting Parties that are developing countries and Contracting Parties with economies in transition will accord due priority in their own plans and programmes to building capacity in plant genetic resources for food and agriculture.



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c) The Contracting Parties that are developed countries also provide, and Contracting Parties that are developing countries and Contracting Parties with economies in transition avail themselves of, financial resources for the implementation of this Treaty through bilateral and regional and multilateral channels. Such channels shall include the mechanism referred to in Article 19.3f.

d) Each Contracting Party agrees to undertake, and provide financial resources for national activities for the conservation and sustainable use of plant genetic resources for food and agriculture in accordance with its national capabilities and financial resources. The financial resources provided shall not be used to ends inconsistent with this Treaty, in particular in areas related to international trade in commodities.

e) The Contracting Parties agree that the financial benefits arising from Article 13.2d are part of the funding strategy.

f) Voluntary contributions may also be provided by Contracting Parties, the private sector, taking into account the provisions of Article 13, non-governmental organisations and other sources. The Contracting Parties agree that the Governing Body shall consider modalities of a strategy to promote such contributions.

18.5 The Contracting Parties agree that priority will be given to the implementation of agreed plans and programmes for farmers in developing countries, especially in least developed countries, and in countries with economies in transition, who conserve and sustainably utilize plant genetic resources for food and agriculture.



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Part VII
Institutional provisions

Article 19 - Governing Body

19.1 A Governing Body for this Treaty is hereby established, composed of all Contracting Parties.

19.2 All decisions of the Governing Body shall be taken by consensus unless by consensus another method of arriving at a decision on certain measures is reached, except that consensus shall always be required in relation to Articles 23 and 24.

19.3 The functions of the Governing Body shall be to promote the full implementation of this Treaty, keeping in view its objectives, and, in particular, to:

a) provide policy direction and guidance to monitor, and adopt such recommendations as necessary for the implementation of this Treaty and, in particular, for the operation of the Multilateral System;

b) adopt plans and programmes for the implementation of this Treaty;

c) adopt, at its first session, and periodically review the funding strategy for the implementation of this Treaty, in accordance with the provisions of Article 18;

d) adopt the budget of this Treaty;

e) consider and establish subject to the availability of necessary funds such subsidiary bodies as may be necessary, and their respective mandates and composition;

f) establish, as needed, an appropriate mechanism, such as a Trust Account, for receiving and utilizing financial resources that will accrue to it for purposes of implementing this Treaty;

g) establish and maintain cooperation with other relevant international organizations and treaty bodies, including in particular the Conference of the Parties to the Convention on Biological Diversity, on matters covered by this Treaty, including their participation in the funding strategy;

h) consider and adopt, as required, amendments to this Treaty, in accordance with the provisions of Article 23;

i) consider and adopt, as required, amendments to annexes to this Treaty, in accordance with the provisions of Article 24;

j) consider modalities of a strategy to encourage voluntary contributions, in particular, with reference to Articles 13 and 18;

k) perform such other functions as may be necessary for the fulfilment of the objectives of this Treaty;

l) take note of relevant decisions of the Conference of the Parties to the Convention on Biological Diversity and other relevant international organizations and treaty bodies;

m) inform, as appropriate, the Conference of the Parties to the Convention on Biological Diversity and other relevant international organizations and treaty bodies of matters regarding the implementation of this Treaty; and

n) approve the terms of agreements with the IARCs and other international institutions under Article 15, and review and amend the MTA in Article 15.

19.4 Subject to Article 19.6, each Contracting Party shall have one vote and may be represented at sessions of the Governing Body by a single delegate who may be accompanied by an alternate, and by experts and advisers. Alternates, experts and advisers may take part in the proceedings of the Governing Body but may not vote, except in the case of their being duly authorized to substitute for the delegate.

19.5 The United Nations, its specialized agencies and the International Atomic Energy Agency, as well as any State not a Contracting Party to this Treaty, may be represented as observers at sessions of the Governing Body. Any other body or agency, whether governmental or non-governmental, qualified in fields relating to conservation and sustainable use of plant genetic resources for food and agriculture, which has informed the Secretary of its wish to be represented as an observer at a session of the Governing Body, may be admitted unless at least one third of the Contracting Parties present object. The admission and participation of observers shall be subject to the Rules of Procedure adopted by the Governing Body.

19.6 A Member Organization of FAO that is a Contracting Party and the member states of that Member Organization that are Contracting Parties shall exercise their membership rights and fulfil their membership obligations in accordance, mutatis mutandis, with the Constitution and General Rules of FAO.

19.7 The Governing Body shall adopt and amend, as required, its own Rules of Procedure and financial rules which shall not be inconsistent with this Treaty.

19.8 The presence of delegates representing a majority of the Contracting Parties shall be necessary to constitute a quorum at any session of the Governing Body.

19.9 The Governing Body shall hold regular sessions at least once every two years. These sessions should, as far as possible, be held back-to-back with the regular sessions of the Commission on Genetic Resources for Food and Agriculture.

19.10 Special Sessions of the Governing Body shall be held at such other times as may be deemed necessary by the Governing Body, or at the written request of any Contracting Party, provided that this request is supported by at least one third of the Contracting Parties.



19.11 The Governing Body shall elect its Chairperson and Vice-Chairpersons (collectively referred to as "the Bureau"), in conformity with its Rules of Procedure.

Article 20 - Secretary

20.1 The Secretary of the Governing Body shall be appointed by the Director-General of FAO, with the approval of the Governing Body. The Secretary shall be assisted by such staff as may be required.

20.2 The Secretary shall perform the following functions:

a) arrange for and provide administrative support for sessions of the Governing Body and for any subsidiary bodies as may be established;

b) assist the Governing Body in carrying out its functions, including the performance of specific tasks that the Governing Body may decide to assign to it;

c) report on its activities to the Governing Body.

20.3 The Secretary shall communicate to all Contracting Parties and to the Director-General:

a) decisions of the Governing Body within sixty days of adoption;

b) information received from Contracting Parties in accordance with the provisions of this Treaty.

20.4 The Secretary shall provide documentation in the six languages of the United Nations for sessions of the Governing Body.

20.5 The Secretary shall cooperate with other organizations and treaty bodies, including in particular the Secretariat of the Convention on Biological Diversity, in achieving the objectives of this Treaty.

Article 21 - Compliance

The Governing Body shall, at its first meeting, consider and approve cooperative and effective procedures and operational mechanisms to promote compliance with the provisions of this Treaty and to address issues of non-compliance. These procedures and mechanisms shall include monitoring, and offering advice or assistance, including legal advice or legal assistance, when needed, in particular to developing countries and countries with economies in transition.

Article 22 - Settlement of Disputes

22.1 In the event of a dispute between Contracting Parties concerning the interpretation or application of this Treaty, the parties concerned shall seek solutions by negotiation.

22.2 If the parties concerned cannot reach agreement by negotiation, they may jointly seek the good offices of, or request mediation by, a third party.

22.3 When ratifying, accepting, approving or acceding to this Treaty, or at any time thereafter, a Contracting Party may declare in writing to the Depositary that for a dispute not resolved in accordance with Article 22.1 or Article 22.2 above, it accepts one or both of the following means of dispute settlement as compulsory:

a) Arbitration in accordance with the procedure laid down in Part 1 of Annex II to this Treaty;

b) Submission of the dispute to the International Court of Justice.

22.4 If the parties to the dispute have not, in accordance with Article 22.3 above, accepted the same or any procedure, the dispute shall be submitted to conciliation in accordance with Part 2 of Annex II to this Treaty unless the parties otherwise agree.



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Article 23 - Amendments of the Treaty

23.1 Amendments to this Treaty may be proposed by any Contracting Party.

23.2 Amendments to this Treaty shall be adopted at a session of the Governing Body. The text of any proposed amendment shall be communicated to Contracting Parties by the Secretary at least six months before the session at which it is proposed for adoption.

23.3 All amendments to this Treaty shall only be made by consensus of the Contracting Parties present at the session of the Governing Body.

23.4 Any amendment adopted by the Governing Body shall come into force among Contracting Parties having ratified, accepted or approved it on the ninetieth day after the deposit of instruments of ratification, acceptance or approval by two-thirds of the Contracting Parties. Thereafter the amendment shall enter into force for any other Contracting Party on the ninetieth day after that Contracting Party deposits its instrument of ratification, acceptance or approval of the amendment.

23.5 For the purpose of this Article, an instrument deposited by a Member Organization of FAO shall not be counted as additional to those deposited by member states of such an organization.



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Article 24 - Annexes

24.1 The annexes to this Treaty shall form an integral part of this Treaty and a reference to this Treaty shall constitute at the same time a reference to any annexes thereto.

24.2 The provisions of Article 23 regarding amendments to this Treaty shall apply to the amendment of annexes.

Article 25 - Signature

This Treaty shall be open for signature at the FAO from 3 November 2001 to 4 November 2002 by all Members of FAO and any States that are not Members of FAO but are Members of the United Nations, or any of its specialized agencies or of the International Atomic Energy Agency.

Article 26 - Ratification, Acceptance or Approval

This Treaty shall be subject to ratification, acceptance or approval by the Members and non-Members of FAO referred to in Article 25. Instruments of ratification, acceptance, or approval shall be deposited with the Depositary.

Article 27 - Accession

This Treaty shall be open for accession by all Members of FAO and any States that are not Members of FAO but are Members of the United Nations, or any of its specialized agencies or of the International Atomic Energy Agency from the date on which the Treaty is closed for signature. Instruments of accession shall be deposited with the Depositary.

Article 28 - Entry into force

28.1 Subject to the provisions of Article 29.2, this Treaty shall enter into force on the ninetieth day after the deposit of the fortieth instrument of ratification, acceptance, approval or accession, provided that at least twenty instruments of ratification, acceptance, approval or accession have been deposited by Members of FAO.

28.2 For each Member of FAO and any State that is not a Member of FAO but is a Member of the United Nations, or any of its specialized agencies or of the International Atomic Energy Agency that ratifies, accepts, approves or accedes to this Treaty after the deposit, in accordance with Article 28.1, of the fortieth instrument of ratification, acceptance, approval or accession, the Treaty shall enter into force on the ninetieth day following the deposit of its instrument of ratification, acceptance, approval or accession.

Article 29 – Member Organizations of FAO

29.1 When a Member Organization of FAO deposits an instrument of ratification, acceptance, approval or accession for this Treaty, the Member Organization shall, in accordance with the provisions of Article II.7 of the FAO Constitution, notify any change regarding its distribution of competence to its declaration of competence submitted under Article II.5 of the FAO Constitution as may be necessary in light of its acceptance of this Treaty. Any Contracting Party to this Treaty may, at any time, request a Member Organization of FAO that is a Contracting Party to this Treaty to provide information as to which, as between the Member Organization and its Member States, is responsible for the implementation of any particular matter covered by this Treaty. The Member Organization shall provide this information within a reasonable time.

29.2 Instruments of ratification, acceptance, approval, accession or withdrawal, deposited by a Member Organization of FAO, shall not be counted as additional to those deposited by its Member States.

Article 30 - Reservations

No reservations may be made to this Treaty.

Article 31 - Non-Parties

The Contracting Parties shall encourage any Member of FAO or other State, not a Contracting Party to this Treaty, to accept this Treaty.

Article 32 - Withdrawals

32.1 Any Contracting Party may at any time after two years from the date on which this Treaty has entered into force for it, notify the Depositary in writing of its withdrawal from this Treaty. The Depositary shall at once inform all Contracting Parties.

32.2 Withdrawal shall take effect one year from the date of receipt of the notification.

Article 33 - Termination

33.1 This Treaty shall be automatically terminated if and when, as the result of withdrawals, the number of Contracting Parties drops below forty, unless the remaining Contracting Parties unanimously decide otherwise.

33.2 The Depositary shall inform all remaining Contracting Parties when the number of Contracting Parties has dropped to forty.

33.3 In the event of termination the disposition of assets shall be governed by the financial rules to be adopted by the Governing Body.

Article 34 - Depositary

The Director-General of FAO shall be the Depositary of this Treaty.

Article 35 - Authentic Texts

The Arabic, Chinese, English, French, Russian and Spanish texts of this Treaty are equally authentic.



FAO/M. Bleich

Annex I

List of crops covered under the Multilateral System

Food crops

Crop	Genus	Observations
Breadfruit	Artocarpus	Breadfruit only.
Asparagus	Asparagus	
Oat	Avena	
Beet	Beta	
Brassica complex	Brassica et al.	Genera included are: Brassica, Armoracia, Barbarea, Camelina, Crambe, Diplotaxis, Eruca, Isatis, Lepidium, Raphanobrassica, Raphanus, Rorippa, and Sinapis. This comprises oilseed and vegetable crops such as cabbage, apeseed, mustard, cress, rocket, radish, and turnip. The species Lepidium meyenii (maca) is excluded.
Pigeon Pea	Cajanus	
Chickpea	Cicer	
Citrus	Citrus	Genera Poncirus and Fortunella are included as root stock.
Coconut	Cocos	
Major aroids	Colocasia, Xanthosoma	Major aroids include taro, cocoyam, dasheen and tannia.
Carrot	Daucus	
Yams	Dioscorea	
Finger Millet	Eleusine	
Strawberry	Fragaria	
Sunflower	Helianthus	



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Crop	Genus	Observations
Barley	Hordeum	
Sweet Potato	Ipomoea	
Grass pea	Lathyrus	
Lentil	Lens	
Apple	Malus	
Cassava	Manihot	Manihot esculenta only.
Banana / Plantain	Musa	Except Musa textilis.
Rice	Oryza	
Pearl Millet	Pennisetum	
Beans	Phaseolus	Except Phaseolus polyanthus.
Pea	Pisum	
Rye	Secale	
Potato	Solanum	Section tuberosa included, except Solanum phureja.
Eggplant	Solanum	Section melongena included.
Sorghum	Sorghum	
Triticale	Triticosecale	
Wheat	Triticum et al.	Including Agropyron, Elymus, and Secale.
Faba Bean / Vetch	Vicia	
Cowpea et al.	Vigna	
Maize	Zea	Excluding Zea perennis, Zea diploperennis, and Zea luxurians.



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Forages

Genera	Species
LEGUME FORAGES	
Astragalus	chinensis, cicer, arenarius
Canavalia	ensiformis
Coronilla	varia
Hedysarum	coronarium
Lathyrus	cicera, ciliolatus, hirsutus, ochrus, odoratus, sativus
Lespedeza	cuneata, striata, stipulacea
Lotus	corniculatus, subbiflorus, uliginosus
Lupinus	albus, angustifolius, luteus
Medicago	arborea, falcata, sativa, scutellata, rigidula, truncatula
Melilotus	albus, officinalis
Onobrychis	viciifolia
Ornithopus	sativus
Prosopis	affinis, alba, chilensis, nigra, pallida
Pueraria	phaseoloides
Trifolium	alexandrinum, alpestre, ambiguum, angustifolium, arvense, agrocicerum, hybridum, incarnatum, pratense, repens, resupinatum, rueppellianum, semipilosum, subterraneum, vesiculosum



FAO/S. Louafi

Genera	Species
GRASS FORAGES	
Andropogon	gayanus
Agropyron	cristatum, desertorum
Agrostis	stolonifera, tenuis
Alopecurus	pratensis
Arrhenatherum	elatius
Dactylis	glomerata
Festuca	arundinacea, gigantea, heterophylla, ovina, pratensis, rubra
Lolium	hybridum, multiflorum, perenne, rigidum, temulentum
Phalaris	aquatica, arundinacea
Phleum	pratense
Poa	alpina, annua, pratensis
Tripsacum	laxum
OTHER FORAGES	
Atriplex	halimus, nummularia
Salsola	vermiculata



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Annex II

Part 1 - Arbitration

Part 2 - Conciliation

Part 1 - ARBITRATION

Article 1

The claimant party shall notify the Secretary that the parties to the dispute are referring it to arbitration pursuant to Article 22. The notification shall state the subject-matter of arbitration and include, in particular, the articles of this Treaty, the interpretation or application of which are at issue. If the parties to the dispute do not agree on the subject matter of the dispute before the President of the tribunal is designated, the arbitral tribunal shall determine the subject matter. The Secretary shall forward the information thus received to all Contracting Parties to this Treaty.

Article 2

1. In disputes between two parties to the dispute, the arbitral tribunal shall consist of three members. Each of the parties to the dispute shall appoint an arbitrator and the two arbitrators so appointed shall designate by common agreement the third arbitrator who shall be the President of the tribunal. The latter shall not be a national of one of the parties to the dispute, nor have his or her usual place of residence in the territory of one of these parties to the dispute, nor be employed by any of them, nor have dealt with the case in any other capacity.

2. In disputes between more than two Contracting Parties, parties to the dispute with the same interest shall appoint one arbitrator jointly by agreement.

3. Any vacancy shall be filled in the manner prescribed for the initial appointment.

Article 3

1. If the President of the arbitral tribunal has not been designated within two months of the appointment of the second arbitrator, the Director-General of FAO shall, at the request of a party to the dispute, designate the President within a further two-month period.

2. If one of the parties to the dispute does not appoint an arbitrator within two months of receipt of the request, the other party may inform the Director-General of FAO who shall make the designation within a further two-month period.

Article 4

The arbitral tribunal shall render its decisions in accordance with the provisions of this Treaty and international law.

Article 5

Unless the parties to the dispute otherwise agree, the arbitral tribunal shall determine its own rules of procedure.

Article 6

The arbitral tribunal may, at the request of one of the parties to the dispute, recommend essential interim measures of protection.

Article 7

The parties to the dispute shall facilitate the work of the arbitral tribunal and, in particular, using all means at their disposal, shall:

(a) Provide it with all relevant documents, information and facilities; and

(b) Enable it, when necessary, to call witnesses or experts and receive their evidence.

Article 8

The parties to the dispute and the arbitrators are under an obligation to protect the confidentiality of any information they receive in confidence during the proceedings of the arbitral tribunal.

Article 9

Unless the arbitral tribunal determines otherwise because of the particular circumstances of the case, the costs of the tribunal shall be borne by the parties to the dispute in equal shares. The tribunal shall keep a record of all its costs, and shall furnish a final statement thereof to the parties to the dispute.

Article 10

Any Contracting Party that has an interest of a legal nature in the subject-matter of the dispute which may be affected by the decision in the case, may intervene in the proceedings with the consent of the tribunal.

Article 11

The tribunal may hear and determine counterclaims arising directly out of the subject-matter of the dispute.

Article 12

Decisions both on procedure and substance of the arbitral tribunal shall be taken by a majority vote of its members.

Article 13

If one of the parties to the dispute does not appear before the arbitral tribunal or fails to defend its case, the other party may request the tribunal to continue the proceedings and to make its award. Absence of a party to the dispute or a failure of a party to the dispute to defend its case shall not constitute a bar to the proceedings. Before rendering its final decision, the arbitral tribunal must satisfy itself that the claim is well founded in fact and law.

Article 14

The tribunal shall render its final decision within five months of the date on which it is fully constituted unless it finds it necessary to extend the time-limit for a period which should not exceed five more months.

Article 15

The final decision of the arbitral tribunal shall be confined to the subject-matter of the dispute and shall state the reasons on which it is based. It shall contain the names of the members who have participated and the date of the final decision. Any member of the tribunal may attach a separate or dissenting opinion to the final decision.

Article 16

The award shall be binding on the parties to the dispute. It shall be without appeal unless the parties to the dispute have agreed in advance to an appellate procedure.

Article 17

Any controversy which may arise between the parties to the dispute as regards the interpretation or manner of implementation of the final decision may be submitted by either party to the dispute for decision to the arbitral tribunal which rendered it.

Part 2 - CONCILIATION

Article 1

A conciliation commission shall be created upon the request of one of the parties to the dispute. The commission shall, unless the parties to the dispute otherwise agree, be composed of five members, two appointed by each party concerned and a President chosen jointly by those members.

Article 2

In disputes between more than two Contracting Parties, parties to the dispute with the same interest shall appoint their members of the commission jointly by agreement. Where two or more parties to the dispute have separate interests or there is a disagreement as to whether they are of the same interest, they shall appoint their members separately.

Article 3

If any appointments by the parties to the dispute are not made within two months of the date of the request to create a conciliation commission, the Director-General of FAO shall, if asked to do so by the party to the dispute that made the request, make those appointments within a further two-month period.

Article 4

If a President of the conciliation commission has not been chosen within two months of the last of the members of the commission being appointed, the Director-General of FAO shall, if asked to do so by a party to the dispute, designate a President within a further two-month period.

Article 5

The conciliation commission shall take its decisions by majority vote of its members. It shall, unless the parties to the dispute otherwise agree, determine its own procedure. It shall render a proposal for resolution of the dispute, which the parties shall consider in good faith.

Article 6

A disagreement as to whether the conciliation commission has competence shall be decided by the commission.



FAO/A.Vitale







FAO/G. Napolitano



Notes



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